

ROACH RACING CLUB – USER AGREEMENT

Effective Date: January 29, 2025

1. Introduction

Welcome to **Roach Racing Club**! This User Agreement ("Agreement") constitutes a legally binding agreement between you ("User", "you", or "your") and **Shadow Syndicate Inc.**, a company registered in Saint Vincent and the Grenadines ("Company", "we", "our", or "us"), governing your use of the **Roach Racing Club** platform and associated services (collectively, "Services"). By accessing or using our Services, you agree to comply with and be bound by this Agreement.

2. Eligibility

You must be at least thirteen (13) years of age to use our Services. If you are under the age of eighteen (18), you represent and warrant that you have obtained the consent of your parent or legal guardian to enter into this Agreement and to use the Services in compliance with this Agreement. By accessing or using **Roach Racing Club**, you represent and warrant that you have the full legal capacity and authority to enter into and comply with this Agreement.

3. Services Overview

Roach Racing Club is a decentralized platform utilizing blockchain technology to provide engaging and interactive experiences with digital games. The platform enables Users to acquire, exchange, and interact with digital assets, including non-fungible tokens ("NFTs").

4. User Responsibilities

- **Account Creation:** To access certain features of the Services, you may be required to create an account. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **Prohibited Activities:** You agree not to engage in any activities that are illegal, harmful, or violate applicable laws or regulations, including but not limited to money laundering, fraud, infringement of intellectual property rights, unauthorized access to our systems or another User's account, spamming, and other disruptive behaviors.
- **Wallet Usage:** In order to interact with certain functionalities of the platform, you may be required to connect a compatible cryptocurrency wallet. You acknowledge and agree that you are solely responsible for securing your wallet and safeguarding your private keys. We bear no responsibility for any loss or unauthorized access to your wallet or digital assets.

5. Ownership and Intellectual Property

All content, materials, trademarks, and technologies used in connection with the Services, including AI-generated images or content, are the property of **Shadow Syndicate Inc.** or its licensors. You acknowledge that you are granted a limited, non-exclusive, non-transferable, and revocable license to access and use such content strictly for personal and non-commercial purposes in accordance with this Agreement. Any reproduction, modification, distribution, or creation of derivative works from our content without our prior written consent is strictly prohibited.

6. AI-Generated Content

- **Content Origin:** Certain content provided in **Roach Racing Club**, including but not limited to images, may be generated by artificial intelligence technologies. By using the Services, you acknowledge that certain elements of the content are AI-generated.

- **Rights to AI-Generated Content:** The Company retains all rights, title, and interest in any AI-generated content created within the platform. Users are granted a limited, non-exclusive, non-transferable license to use such AI-generated content solely within the platform. Any use of AI-generated content outside of the platform, including any commercial exploitation, is strictly prohibited without prior written consent from the Company.

7. Age Restrictions

The Services are intended for individuals aged thirteen (13) and older. If you are under the age of eighteen (18), you must have the consent of a parent or legal guardian to use the Services. We comply with the Children's Online Privacy Protection Act ("COPPA") and do not knowingly collect personal information from children under the age of thirteen (13). If we become aware that we have collected personal information from a child under thirteen (13) without verification of parental consent, we will take steps to remove that information from our systems.

8. Risk Acknowledgment

You acknowledge and understand that the use of blockchain technology, NFTs, and cryptocurrencies involves substantial risks, including but not limited to volatility in value, loss of funds, regulatory risks, and the possibility of technical malfunctions. By using the Services, you expressly acknowledge and assume all such risks and agree that **Shadow Syndicate Inc.** shall not be liable for any losses you may incur.

9. Disclaimer of Warranties

The Services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. **Shadow Syndicate Inc.** expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

10. Limitation of Liability

To the fullest extent permitted by applicable law, **Shadow Syndicate Inc.** and its affiliates, officers, directors, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including without limitation, damages for lost profits, loss of data, or other intangible losses, arising from or related to your use of or inability to use the Services, even if we have been advised of the possibility of such damages.

11. Termination

We reserve the right, at our sole discretion, to suspend or terminate your access to the Services, in whole or in part, at any time, with or without notice, if we determine that you have violated this Agreement or engaged in any fraudulent, abusive, or illegal activities. Upon termination, your right to access and use the Services shall immediately cease.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Saint Vincent and the Grenadines**, without regard to any conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts located in **Saint Vincent and the Grenadines** for the resolution of any disputes arising out of or relating to this Agreement or your use of the Services.

13. Changes to This Agreement

We reserve the right to modify or amend this Agreement at any time. Any changes to this Agreement will be posted on our website, and the "Effective Date" will be updated accordingly. Your continued use of the Services following the posting of changes constitutes your acceptance of such changes. It is your responsibility to review this Agreement periodically for any updates or changes.

14. Contact Us

If you have any questions or concerns regarding this Agreement, or if you need to contact us for any reason, please reach out to us at contact@roachracingclub.com

By accessing or using **Roach Racing Club**, you acknowledge that you have read, understood, and agree to be bound by this User Agreement, including any modifications made hereto.