**TERMS OF USE**

1. **DEFINITIONS**

**Account** – a User`s account on Colizeum Platform. Such Account may be used to send and receive cryptocurrency, including the Tokens, to buy and sell NFTs, view the account balance of cryptocurrencies, Tokens, as well as to view achievements of the User.

**Colizeum** – Colizeum Association, a non-profit association within the meaning of Article 60 of Swiss Civil Code domiciled in Zug, Switzerland.

**Colizeum Platform** – a Game and NFT digital distribution service and marketplace with Web3 and blockchain features that allows distribution and offering of third-party Game Developers' titles, exchange of NFTs, in-game items and characters as well as organizing tournaments in Games.

**Developer** – a third party video game developer who has placed at least one Game on the Colizeum Platform.

**Elite** – Elite NFTs native to the Colizeum Platform which enable creation of Gladiators as well as earning rewards from the play-to-earn Game modes and revenue share from Gladiator NFTs minted by the Elite.

**Energy –** a digital resource native to the Colizeum Platform, which grants every Elite or Gladiator NFT holder a certain amount of Energy units over a fixed time period. Elite NFTs have a capped amount of 125 Energy units, with 10 Energy units regenerating every hour. Gladiator NFTs have a capped amount of 50 Energy units, with 4 Energy units regenerating every hour. Energy is used every time an Elite or Gladiator NFT holder plays a Game in play-to-earn mode. Each Developer defines the amount of Energy used by doing certain actions in their respective Game.

**Game** – any mobile, browser or other video game placed on the Colizeum Platform by a Developer.

**Gladiator** – an NFT used for accessing play-to-earn economy of any Game on the Colizeum Platform.

**NFT** – a non-fungible cryptographic decentralized token based on Ethereum or other protocol (such as ERC-721 or ERC-1155 tokens) designed with direct utility within the Colizeum Platform, providing unique benefits within the Colizeum Platform and/or having artistic value as collectible digital art asset.

**SDK** – software development kit made available by Colizeum to Developers for adding or implementing blockchain solutions and play-to-earn economy to their Games.

**Token** – $ZEUM, $CGOLD or any other cryptographic decentralized token based on the Ethereum, Binance blockchain or other protocol (such as ERC20, BEP20 or other token) designed to have a direct utility within the Colizeum Platform and/or the Games. $ZEUM and $CGOLD are utility tokens, which are a type of crypto-asset which are intended to provide digital access to a good or service, available on distributed ledger technology, and is only accepted by the Colizeum;

**User** – any person, customer or a legal entity utilizing Colizeum Platform and any products, features and services provided thereon.

**User Generated Content** – any content a User makes available to other users through your use of multi-user features on the Colizeum Platform and/or the Games through use of their content, services or otherwise.

1. **Use Case of Tokens and NFTs**
	1. **Use Case of $ZEUM**

$ZEUM is the primary token of the Colizeum Platform and its wider ecosystem, which may be used for NFT card pack opening, staking, enabling various perks in the Games, unlocking various items, features and playable characters, enabling Developers to earn income from Games.

* 1. **Use Case of $CGOLD**

$CGOLD or Colizeum Gold is the secondary token of the Colizeum Platform and wider ecosystem, which may be used for enabling various perks in the Games, unlocking items, features and playable characters, as well as participating in various in-game play-to-earn tournaments and enabling Developers to earn income from Games. $CGOLD can only be earned by playing the Games and is not sold by Colizeum or otherwise made available for purchase by Colizeum.

* 1. **Use Case of NFTs**
		1. **Elite NFTs**

Colizeum Elite NFTs are non-fungible tokens based on ERC-721 or ERC-1155 Ethereum smart contract standard. Colizeum Elite NFT holders will be the only ones who can mint an unlimited amount of player cards – Colizeum Gladiator NFTs. Owners of Elite NFTs will receive 25% of $CGOLD Token revenue generated by the Gladiators they will have minted. Owners of Elite NFTs will also be able to earn $CGOLD tokens by playing the Games, participating in play-to-earn in-game tournaments and will be eligible for receiving various rewards and bonuses.

* + 1. **Gladiator NFTs**

Colizeum Gladiator NFTs are non-fungible tokens based on ERC-721 or ERC-1155 Ethereum smart contract standard. Gladiator NFTs will be the keys for accessing the play-to-earn mode on any Game listed on Colizeum Platform. Owners of Gladiator NFTs will be able to earn $CGOLD tokens by playing the Games, participating in play-to-earn in-game tournaments and will be eligible for receiving various rewards and bonuses.

* + 1. **Developer NFTs**

Colizeum Platform will enable Developers to create and launch their own NFTs which may have utility on the respective Games of the Developers and/or artistic value as collectible digital art asset. The contents and properties of such NFTs designed and developed by third party Developers shall be solely up to the Developers and at their full discretion. Colizeum hereby disclaims any legal liability over the content, image rights, copyright, trademarks, useability or reliability of any NFTs that may be listed on Colizeum Platform, its marketplace, unless such NFTs are designed and developed by Colizeum itself.

* + 1. **Items**

Certain skins, accessories or other items on the Colizeum Platform may be made available as NFTs, each with their own unique design, traits and other properties for in-game use.

1. **ACCEPTANCE OF TERMS OF USE**

Colizeum is only permitting to make Colizeum Platform available to the User if the User accepts all these Terms of Use, as well as the Terms of Use contained in other documents issued by Colizeum, such as, but not limited to Colizeum Privacy Policy, Colizeum Whitepaper as well as various rules communicated on Colizeum Platform and in the Games listed on the Colizeum Platform. By using the Colizeum Platform or any other official Colizeum product, the User confirms that the User has read, understands, and agrees to be bound by all of these Terms of Use. If the User does not agree and/or accept all of these Terms of Use, then the User is expressly prohibited from using the Colizeum Platform and must discontinue use immediately.

1. **Prohibited Activities**

The User may not access or use the Colizeum Platform, the Tokens or the NFTs for any purpose other than that for which the Colizeum Platform, the Tokens or the NFTs are made available. The Colizeum Platform, the Tokens or the NFTs may not be used in connection with any commercial endeavours except those expressly permitted under these Terms of Use or agreed to in a binding legal contract with Colizeum.

The User expressly agrees not to:

* Systematically retrieve data or other content from the Colizeum Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Colizeum.
* Make any unauthorized use of the Colizeum Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
* Use a buying agent or purchasing agent to make purchases on the Colizeum Platform.
* Use the Colizeum Platform to advertise or offer to sell goods and services, unless expressly permitted under these Terms of Use or agreed to in a binding legal contract with Colizeum.
* Circumvent, disable, or otherwise interfere with security-related features of the Colizeum Platform or the Games, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Colizeum Platform, Games and/or the content contained therein.
* Engage in unauthorized framing of or linking to the Colizeum Platform.
* Trick, defraud, or mislead Colizeum and other users, especially in any attempt to learn sensitive account information such as user passwords.
* Make improper use of Colizeum support services or submit false reports of abuse or misconduct.
* Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
* Interfere with, disrupt, or create an undue burden on the Colizeum Platform or the Games, networks or services connected to the Colizeum Platform.
* Attempt to impersonate another user or person or use the username of another user.
* Sell or otherwise transfer the User`s profile.
* Use any information obtained from the Colizeum Platform or the Games in order to harass, abuse, or harm another person.
* Use the Colizeum Platform as part of any effort to compete with us or otherwise use the Colizeum Platform and/or its content for any revenue-generating endeavour or commercial enterprise.
* Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Colizeum Platform or the Games.
* Attempt to bypass any measures of the Colizeum Platform or the Games designed to prevent or restrict access to the Colizeum Platform or the Games, or any portion of the Colizeum Platform or the Games.
* Harass, intimidate, or threaten any Colizeum employees or agents engaged in providing any portion of the Colizeum Platform or the Games.
* Delete the copyright or other proprietary rights notice from any content on the Colizeum Platform or on the Games.
* Copy or adapt any software on the Colizeum Platform or of the Games, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
* Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Colizeum Platform or the Games or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Colizeum Platform or the Games.
* Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism on the Colizeum Platform or the Games, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
* Except as may be the result of standard search engines or internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Colizeum Platform or the Games, or using or launching any unauthorized script or other software.
* Disparage, tarnish, or otherwise harm Colizeum, Colizeum Platform or the Games.
* Use the Colizeum Platform or the Games in a manner inconsistent with any applicable laws or regulations.
* Engage in any practice that aims to manipulate the outcome of any match, tournament or contest on the Colizeum Platform. All players should play to the best of their abilities and any sort of match-fixing, win-trading, or colluding between competitors is strictly prohibited. Using the same Elite or Gladiator NFTs across multiple accounts to qualify for multiple leader board rewards is strictly prohibited.
1. **Early Access, Demo and Testing**

Colizeum or Developers may grant early access to demo or beta versions of Colizeum Platform or Games to the User. In such case it will be communicated to the User that such access is for alpha or beta testing and/or bug finding purposes only, and all and any achievements, rankings, scores, points, Tokens or NFTs on such early test versions of Colizeum Platform or Games will not be transferred or otherwise made available on the full version Colizeum Platform or Games, unless expressly communicated otherwise by Colizeum or Developer of the respective Game. The User hereby waives all and any claims to access, availability, and transferability of any achievements, rankings, scores, points, Tokens or NFTs obtained on any test versions of Colizeum Platform or Games.

1. **Fees, Payments, and Commission**

Any purchases (e.g. opening card packs, minting NFTs) on the Colizeum Platform and in the Games will be done through smart contracts on a blockchain using a wallet like Metamask or through the Account. Colizeum will have no insight into or control over these payments or transactions, nor will Colizeum have the ability to reverse any transactions. With that in mind, Colizeum will have no liability to the User or to any third party for any claims or damages that may arise as a result of any transactions that the User engages in via the Colizeum Platform or any other crypto wallet such as Metamask or using smart contracts, or any other transactions that the User conducts via the Ethereum or Binance Chain network.

Ethereum, Binance Chain as well as other blockchain networks that may be used in the future require the payment of a transaction fee (i.e. Gas Fee) for every transaction that occurs on the these blockchain networks. The Gas Fee funds the network of computers that run the decentralized blockchain networks. This means that the User will need to pay a Gas Fee for each transaction that occurs on the Colizeum Platform.

Colizeum may charge certain commissions for transactions on Colizeum marketplace, NFT sales on OpenSea or other NFT marketplaces as well as other fees. The User acknowledges and agrees that such commissions will be transferred directly to Colizeum.

Certain fees may be charged by Game Developers for playing their Games, by tournament creators for participation in paid tournaments and 25% of $CGOLD revenue generated by Gladiator NFT holders will be received directly by Elite NFT holders who will have minted the respective Gladiator NFTs.

Colizeum may freely change any fees and/or commissions charged by the Colizeum Platform, Developers, Games, Colizeum marketplace or other elements of the Colizeum Platform environment. Such changes shall be notified to the User.

1. **Account**

The User must create an Account on the Colizeum Platform in order to access its services and Games as well as connect the Account to a crypto wallet such as Metamask in order to access the play-to-earn functionality of the Colizeum Platform. Colizeum may also provide the option to access Colizeum Platform using third-party authentication provider credentials. The User may thereafter unlock achievements, badges, earn Game rewards and view the account balance of the User`s Account. The Account is neither a bank account nor a crypto hot wallet. It functions as an on-platform vault of digital assets that may be used to obtain digital goods and/or services on the Colizeum Platform and/or in the Games.

The User may use the Account balance to purchase digital items on Colizeum Platform and/or in the Games, to open and/or mint card packs, play Games, participate in paid tournaments, receive $CGOLD income from playing the Games and participation in paid tournaments as well as to acquire other services or digital assets that may become available on Colizeum Platform and/or in the Games. Account balance may have no fiat currency value and may not be exchangeable for fiat currency. Account balances that are deemed unclaimed property may be turned over to the applicable authority.

1. **Third Party Content**

Colizeum is the developer, owner and operator of the Colizeum Platform and of the SDK that allows Developers to make their Games compatible with web3 blockchain technology and available on the Colizeum Platform. All and any Games on the Colizeum Platform are developed, owned and operated by third party Developers. Colizeum will do certain preliminary and periodic checks on the Games listed on Platform, however it assumes no liability whatsoever in regard to the Games, their contents, functionality, useability or any other properties. The Games may contain articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, code, and other content or items belonging to or originating from third parties. The Developers shall be solely responsible and liable for the Games, their contents, functionality and useability in line with the terms of use of the respective Games. Colizeum is also not responsible for any terms of use of any third party Games that the User may access via Colizeum Platform, not for the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in third party Games. When accessing and playing the Games the User should be aware that these Terms of Use may no longer be fully effective. The User should independently review the applicable terms and policies, including privacy and data gathering practices, of any Games or third party websites to which the User may navigate from the Colizeum Platform. Additionally, any losses sustained by the User or harm caused to the User relating to resulting in any way from any third party content, such as, but not limited to the Games and Developer NFTs.

1. **Advertisements**

Colizeum and/or the Developers may provide areas within the Colizeum Platform and/or the Games for advertisements and other information.

Advertisers who place their ads on such areas are fully responsible for the reliability of the advertisements, including the services and products. Anyone placing advertisements on the Colizeum Platform and/or the Games is bound by these Terms of Use, may not violate these Terms of Use, and such advertisers must be able to prove that they have the intellectual property rights, publicity rights, and contractual rights required to publish their respective advertising materials. Colizeum and/or the Developers as the case may be hold no responsibility if there are any violations regarding these rights.

While Colizeum and/or Game Developers will each put in reasonable effort to monitor the advertisements placed on the Colizeum Platform and/or the Games respectively, neither Colizeum, nor the Developers shall bear any responsibility or liability for any harmful content or hyperlinks that such advertisements may contain, including, but not limited to content that is harmful, offensive, abusive or otherwise inappropriate or for hyperlinks to websites containing malware such as viruses, adware, botnets, keyloggers, cryptojackers, ransomware, spyware, rootkits, trojans or worms amongst others.

1. **User Representations**

By using the Colizeum Platform the User represents, warrants and certifies that:

* 1. The User is a person of legal age in the jurisdiction in which the User is using the Colizeum Platform, and in any case is at least 18 years old. If the User is a legal entity, the natural person using its account is fully and properly authorised to do so on behalf of such legal entity and the actions of such natural person are legally binding to the legal entity, as well as the legal entity is fully liable for any actions on such natural person acting on its behalf.
	2. The User is not (i) a citizen or resident of a geographic area in which use of cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S., EU, UN, Swiss or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, that is identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s Debarred Parties List.
	3. The User is aware of and agrees that: (i) the Tokens and the NFTs are a speculative investment and involve a high degree of risk of loss of the entire investment; (ii) while Colizeum expects that the Tokens will entitle token holders to vote on certain matters applicable to the management of the decentralized platform and marketplace associated with the Tokens, they do not include voting rights or any other rights to participate in the management or administration of the minting entity Colizeum or any of its affiliates; (iii) there may be restrictions on the transferability of the Tokens or the NFTs in certain jurisdictions due to local legislation, and Purchaser must bear the economic risk of an investment in the Tokens and/or the NFTs for an indefinite period of time; (iii) the Tokens and the NFTs have not been, and will not be, registered under the U.S. Securities Act and, therefore, cannot be sold to U.S. persons unless an exemption from such registration is available; (iv) if requested by Colizeum, any proposed transfer to U.S. persons shall be supported by a legal opinion satisfactory to Colizeum, stating that such transfer will not violate the U.S. Securities Act, the Securities Exchange Act of 1934, any applicable state securities laws, or require registration under any such laws; and (v) Purchaser has no right to compel registration under the Securities Act and Colizeum has no present intention of registering the Tokens and the NFTs under the U.S. Securities Act or to take the action required to make Rule 144 under the U.S. Securities Act available for resale of the Tokens and the NFTs in the United States.
	4. The User has not relied on any representations or warranties made by Colizeum in using the Colizeum Platform or purchasing the Tokens or the NFTs, including, but not limited to, conversations of any kind, whether through oral or electronic communication. The User represents that it has adequate information on which to base its decision to purchase Tokens or the NFTs.
	5. The User understands that no federal or state agency or any other governmental authority has passed on or made any recommendation or endorsement of the Tokens and the NFTs or the fairness or suitability of purchasing them or investing effort into obtaining them, nor has any governmental authority passed upon or endorsed the merits of the play to earn model proposed by the Colizeum Platform.
	6. The User understands that the User bears sole responsibility for any taxes as a result of the matters and transactions with the Tokens, NFTs and for any digital assets earned by using the Colizeum Platform, and any future acquisition, ownership, use, sale or other disposition of Tokens, NFTs or other digital assets held by the User.
	7. The funds used for any purchases on Colizeum Platform are not derived from any activity that violates any laws in any relevant jurisdiction. The User will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction.
	8. The User understands that Colizeum has made no assurances that the Tokens or NFTs will trade on any cryptocurrency exchange or NFT marketplace, that the Tokens or NFTs will ever trade on such exchanges or marketplaces within the U.S., that U.S citizens or residents will have the ability to trade Tokens or NFTs on such exchanges, marketplaces or other trading venues or that if the Tokens or NFTs ever trade on any cryptocurrency exchanges, marketplaces or other trading venues, that there will be sufficient liquidity or demand to support a market with respect to the Tokens or NFTs.
1. **User Generated Content**

Colizeum Platform and the Games provide interfaces and tools for the User to be able to generate content and make it available to other users, Colizeum and/or Developers at the sole discretion of the User.

When the User uploads any content to Colizeum Platform or any of the Games to make it available to other users, Colizeum and/or the Developer, the User thereby grants Colizeum and/or the Developer a worldwide, non-exclusive right to use, reproduce, modify, create derivative works from, distribute, transmit, transcode, translate, broadcast, and otherwise communicate, and publicly display and publicly perform, the User Generated Content, and derivative works of the User Generated Content, for the purpose of the operation, distribution, incorporation as part of and promotion of the Colizeum Platform and/or the Games. This license is granted to Colizeum and/or the Developer as the content is uploaded on the Colizeum Platform and/or on the Game for the entire duration of the intellectual property rights. Colizeum and/or the Developer as the case may be is the sole owner of the derivative works created by Colizeum and/or the Developer as the case may from the User Generated Content, and is therefore entitled to grant licenses on these derivative works.

If the User provides Colizeum with any feedback or suggestions about Colizeum Platform and/or the Games, Colizeum and/or the Developers are free to use the feedback or suggestions however it chooses, without any obligation to account to the User or to remunerate the User.

1. **Risks**
	1. The acquisition of Tokens or NFTs by any means as well as the use of the Colizeum Platform at any moment in time, carries with it a number of risks. The User should carefully weigh all the risks and possible costs, including the non-exhaustive list of risks described in the Terms of Use.
	2. The following is a non-exhaustive disclosure of principal risk factors which are considered to be material by Colizeum in connection with the acquisition, holding and/or use of Tokens, NFT`s as well as the use of the Colizeum Platform at any moment in time. Users should consider these risk factors alongside all other information provided in the Terms of Use and are advised to consult with their own professional advisers (including their financial, accounting, legal, tax, technical or other advisers and experts) before deciding to obtain Tokens or NFTs. In addition, the User should be aware that the risks described herein may combine and thus intensify one another.
	3. By acquiring, holding and using the Tokens or NFTs, the User expressly acknowledges and assumes the following risks:
		1. **Risk of Mining Attacks** - As with other decentralized cryptographic tokens and NFTs based on the Ethereum or Binance smart chain protocol (ERC-20 tokens, BEP-20 tokens, ERC-721 tokens, ERC-1155 tokens or others) the Tokens and NFTs are susceptible to attacks by miners in the course of validating Token and NFT transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Colizeum Platform and/or the Tokens and/or the NFTs, including but not limited to, accurate execution and recording of transactions involving the Tokens or the NFTs.
		2. **Risk of Hacking** - Hackers or other groups or organisations may attempt to interfere with the Tokens or the NFTs in a number of ways, including, but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, and any such similar events which could have an impact on the Tokens, the NFTs, the Colizeum Platform and any services Colizeum may offer from time to time.
		3. **Risk of Security Weakness** - There is a risk that the Tokens, the NFTs and/or the Colizeum Platform may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of the Tokens or the NFTs; the source code of the Colizeum Platform is open and could be updated, amended, altered or modified from time to time. Colizeum is unable to foresee or guarantee the precise result of an update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the Tokens, the NFTs or the Colizeum Platform. As a result, the Tokens or the NFTs may be lost.
		4. **Risk of no Listing or Low/no Liquidity** - Even though there are currently online services available which enable exchange of cryptographic tokens with other such tokens or even enable the exchange of cryptographic tokens for fiat money and ZEUM is listed on one or several centralized and decentralized crypto exchanges, there are no warranties and/or guarantees that the Tokens will be made available for exchange with other cryptographic tokens and/or fiat money at all times in the future, and no guarantees are given whatsoever with regard to the capacity and/or volume of such exchange/s. It shall be explicitly cautioned that such exchanges might be subject to poorly-understood regulatory oversight, and the Colizeum does not give any warranties in regard to any exchange services providers. The User might be exposed to fraud and failure risks affecting those exchanges.
		5. **Risk of Tokens and/or NFTs Losing Value** - The Colizeum Platform is intended to be financially self-sufficient, and Colizeum itself is a non-profit entity with its only purpose being development and advancement of the Colizeum Platform. Nevertheless, if the value of BTC, ETH, the Tokens and/or the NFTs fluctuates, Colizeum may not be able to fund development to the extent necessary, or may not be able to develop or maintain the Colizeum Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of ETH, the Tokens or the NFTs, including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.
		6. **Risk of Malfunction in Blockchain** - It is possible that the Tokens and/or the NFTs are interacting with malfunctions in an unfavourable way, including but not limited to one that results in the loss of Tokens and/or NFTs or prevents their use on the Colizeum Platform.
		7. **Risk of Competition** - It is possible that alternative platforms could be established that utilise the same open source code and protocol underlying the Colizeum Platform and attempt to facilitate services that are materially similar to the Colizeum Platform. The Colizeum Platform may compete with these alternatives, which could negatively impact the Colizeum Platform, including the utility of the Tokens and/or the NFTs for use on the Colizeum Platform.
		8. **Risk of Uninsured Losses** - Unlike bank accounts or accounts at some other financial institutions, the Tokens and/or NFTs are uninsured unless the User specifically obtains private insurance to insure them. Thus, in the event of loss of the Tokens and/or the NFTs or loss of value of the Tokens and/or the NFTs, there is no public insurer or private insurance arranged by Colizeum to offer recourse to the User.
		9. **Regulatory Risk** - The regulatory status of the Tokens and/or the NFTs in general, initial Token or NFT offerings, and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Colizeum Platform, the Tokens and/or the NFTs. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement regulatory actions or changes to law and regulation affecting distributed ledger technology and its applications, including the Colizeum Platform, the Tokens and/or the NFTs. Regulatory actions or changes to law and regulation could negatively impact the Tokens, the NFTs and/or the Colizeum Platform in various ways, including, but not limited to, a determination that the acquisition, holding and use or disposal and transfer of the Tokens and/or the NFTs constitutes a regulated instrument that requires registration or licensing of those instruments or some or all of the parties involved in the acquisition, contribution, sale and delivery thereof. Colizeum may cease operations or interrupt the availability and/or use of the Tokens and/or the NFTs in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable or no longer viable to obtain the necessary regulatory approval/s to operate in such jurisdiction or to provide the Colizeum Platform. Colizeum may be subject to a variety of domestic, national, EU, U.S. and international laws, regulations and directives, including those with respect to privacy and data protection, consumer protection, data security, and others. These laws, regulations and directives, and the interpretation or application of these laws, regulations and directives, could change. In addition, new laws, regulations or directives affecting Colizeum, the Colizeum Platform, the Tokens, and/or the NFTs could be enacted, which could impact the utility of the Tokens and/or the NFTs and their use on the Colizeum Platform. Additionally, the Users may be subject to industry specific laws and regulations or licensing requirements. If either the User or Colizeum fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Tokens, the NFTs and/or the Colizeum Platform, including the utility of the Tokens and/or the NFTs on the Colizeum Platform. The User hereby accepts the risk that in some jurisdictions either of the Tokens or NFTs might be considered, now or in the future, a security token, a hybrid token or similar. In this case Colizeum gives no representations, warranties or guarantees that the Tokens are not considered to be security tokens, hybrid tokens or similar in all jurisdictions. The User hereby accepts to be solely responsible of the legal, financial and any other risks connected to the Tokens as securities in the User`s jurisdiction and to be solely responsible to check if the holding, using and the disposal of Tokens is legal in the respective jurisdiction. Also, changes in laws, regulations and directives governing the operations of Colizeum may adversely affect its operations and consequently the Colizeum Platform. Any change in the tax or legal status of Colizeum, or in taxation legislation in Switzerland or elsewhere, could affect the value of its financial holdings, its business and the ability of Colizeum to achieve its objectives and continual commitment to the advancement and development of the Colizeum Platform.
		10. **Sanctions Risk** – Colizeum is and operating under the Swiss Law, however it intends to operate globally in as many jurisdictions as is permissible under the local and regional laws and regulations. Therefore, Colizeum and/or any of the exchanges and/or marketplaces where the Tokens and/or the NFTs are normally traded may have a statutory duty to comply with Swiss, European Union, United States, United Nations or other sanctions, and either the Colizeum Platform and/or the Tokens and/or the NFT may cease to be available, usable or transferrable in the User`s jurisdiction.
		11. **Taxation Risk** - The tax characterization of the Tokens and of the NFTs is uncertain. The User must seek his/her/their own tax advice in connection with purchasing the Tokens and/or the NFTs, which may result in adverse tax consequences to the User, including withholding taxes, income taxes and tax reporting requirements.
		12. **Loss of Relevance Risk** - It is possible that the Tokens, the NFTs and/or the Colizeum Platform will no longer be used by a large number of individuals, companies and other entities or that there will be limited interest in the use of the Tokens, the NFTs and/or the Colizeum Platform. Such a lack of use or interest could negatively impact the development of the Colizeum Platform and therefore the potential utility of the Tokens and/or the NFTs.
		13. **Internet Transmission Risk** - There are risks associated with using the Tokens and/or the NFTs including, but not limited to, the failure of hardware, software, and internet connections, or other technologies on which the Colizeum Platform or the use of Tokens and/or NFTs relies. Such failures may result in disruptions in communication, errors, distortions or delays when using the Tokens, the NFTs and/or the Colizeum Platform.
		14. **Risk of Dissolution of Colizeum** - It is possible that, due to any number of reasons, including, but not limited to, a decrease in utility of the Tokens and/or the NFTs, the failure of commercial relationships, or intellectual property ownership challenges, unfavourable market conditions and added compliance and regulatory obligations, the use of the Tokens and/or the NFTs on the Colizeum Platform may no longer be viable to be offered or Colizeum may need to cease its operations and be dissolved and liquidated.
		15. **Other Inherent Risks** - The User understands and accepts the inherent risks associated with the Tokens and/or the NFTs, to the extent not covered elsewhere in these Terms of Use, including, but not limited to, risks associated with (a) money laundering; (b) fraud; (c) exploitation for illegal purposes; and (d) any other unanticipated risks.
		16. **Unanticipated Risks** - Cryptographic tokens as well as blockchain are a new and untested technology. In addition to the risks included in these Terms of Use there are other risks associated with the User`s acquisition, holding and use of Tokens and/or the NFTs, including some that Colizeum cannot or may not anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out hereinabove. The User hereby represents and warrants that he/she/they will take sole responsibility for any restrictions and risks associated with the holding or use of the Tokens and/or the NFTs. If any of the risks, mentioned in the Terms of Use are unacceptable or the User is not in a position to understand or undertake them, the User should not acquire, hold or use the Tokens and/or the NFTs.
2. **Anti-Money Laundering**

Colizeum reserves the right to question the User and to request documentation necessary for Know Your Client purposes as well as proving the source of funds utilised to acquire the Tokens or the NFTs prior to providing access to the Colizeum Platform or enabling any direct sales of the Tokens or the NFTs. Colizeum also reserves the right, at their sole discretion, to terminate a User`s use of the Colizeum Platform and any other requested related or unrelated services or any portion thereof at any time, without notice, in particular due to legal grounds arising from anti-money laundering and Know Your Client regulation and procedures.

1. **Taxation**

Further to the risks in relation to taxation as outlined in these Terms of Use, the User bears the sole responsibility to determine and comply with any factual or potential tax liability, if any, resulting from the acquisition of, the holding, use or disposal of the Tokens and/or the NFTs. Colizeum is not in any way and under no condition bound to compensate for User`s tax obligation or give any advice related to tax issues, including but not limited to what kind of filing or reporting he needs to do with the competent tax authority, which taxes and to which extent he is obliged to pay, which tax exemptions he is eligible to, or any other similar verifications and/or obligations.

1. **Disclaimers**
	1. By using the Colizeum Platform and thereby accepting these Terms of Use, the User understands and agrees that access to and use of Colizeum Platform or of any Game is at the sole risk of the User, and that the Colizeum Platform and the Games placed on it are provided "as is" and "as available" without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Colizeum, its affiliates, and licensors make no express warranties and hereby disclaim all implied warranties regarding the Colizeum Platform, the Games, the NFTs, the Tokens and any part of them, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. Without limiting the generality of the foregoing, Colizeum, its affiliates, and licensors do not represent or warrant to the User that: (i) access to or use of the Colizeum Platform, the Games, the NFTs or the Tokens will meet the requirements of the User, (ii) User`s access to or use of the Colizeum Platform, the Games, the NFTs or the Tokens will be uninterrupted, timely, secure or free from error, (iii) usage data provided through the Colizeum Platform, the Games, the NFTs or the Tokens will be accurate, (iii) the Colizeum Platform, the Games, the NFTs or the Tokens or any content, services, or features made available on or through the Colizeum Platform, the Games, the NFTs or the Tokens are free of viruses or other harmful components, or (iv) that any data that User discloses when using the Colizeum Platform, the Games, the NFTs or the Tokens will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to the User.
	2. The User accepts the inherent security risks of providing information and dealing online over the internet and agrees that Colizeum has no liability or responsibility for any breach of security unless it is due to gross negligence of Colizeum.
	3. Colizeum will not be responsible or liable to the User for any losses the User incurs as the result of the User`s use of the Ethereum network, Binance smart chain, Metamask electronic wallet, and/or the Account, including but not limited to any losses, damages or claims arising from: (a) User error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, brute forcing or other means of attack against the Colizeum Platform, Ethereum network, Binance smart chain and/or Metamask electronic wallet.
	4. Tokens and NFTs are intangible digital assets that exist only by virtue of the ownership record maintained on the Ethereum network and/or Binance smart chain. All smart contracts are conducted and occur on the decentralized ledger within the Ethereum network and/or Binance smart chain. Colizeum has no control over and makes no guarantees or promises with respect to smart contracts. Colizeum is not responsible for losses due to blockchains or any other features of the Ethereum network, Binance smart chain, Metamask electronic wallet, or the Account. Including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Ethereum network, Binance smart chain, including forks, technical node issues, or any other issues that may result in loss of funds.
2. **Termination of Access**

Colizeum may terminate or suspend the User`s access to the Colizeum Platform without prior notice or liability for any reason whatsoever, including but not limited, if the User breaches these Terms of Use. Nothing in these Terms of Use or in any other communication or action by Colizeum or its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates should be construed as a waiver of any legal remedies available for any event causing termination or suspension of access.

1. **Changes to Terms of Use**

Colizeum may, in its sole discretion and for any reason, revise or make changes to these Terms of Use from time to time and without prior notice by posting the revised version of the Terms of Use on the Colizeum Platform and, if a revision to the Terms of Use is material, Colizeum will make a notice of such on the Colizeum Platform. The revised Terms of Use will take effect immediately upon publication by Colizeum with effect from the revision date noted at the bottom of these Terms of Use. The revised Terms of Use will not apply retroactively. If the User does not agree to the modified Terms of Use, the User should discontinue the use of Colizeum Platform and holding and use of the Tokens and/or the NFTs.

1. **Governing Law and Jurisdiction**

By accepting the Terms of Use, the User agrees that the legal relationship between Colizeum and the Users and the questions concerning the construction, validity, enforcement and interpretation of these Terms of Use shall be governed by and construed in accordance with the laws of Switzerland and all and any disputed shall be resolved by competent courts of canton Zug, Switzerland (Kantonsgericht).