

Terracosm Terms of Service

Welcome to the Terracosm video game services, which are accessible via the Digital Howard Venture 1 Inc. ("Digital Howard Venture 1") mobile device application (the "App"). To make these Terracosm Terms of Service (the "Terms") easier to read, our video game services, the App, and our websites located at www.digitalhoward.com and/or www.terracosm.tv (the "Site") are collectively called the "Services." Please read carefully these Terms because they govern your use of our Services.

Agreement to Terms

By using our Services, you are agreeing to these Terms. If you are the parent or legal guardian of a child under the age of 13 (the "Parent"), you are agreeing to these Terms on behalf of yourself and your child(ren) who are authorized to use the Services pursuant to these Terms and in our Privacy Policy. If you don't agree to these Terms, do not use the Services.

Changes to Terms or Services

We may modify these Terms at any time. If we do so, we'll let you know either by posting the modified Terms on the Site or App or through other communications. It's important that you review the Terms whenever we modify them, because if you continue to use the Services after we have posted modified Terms on the Site or App, or otherwise communicate them to you, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services evolve over time, we may change or discontinue all or any part of the Services at any time and without notice.

Registration by Children

We comply with the Children's Online Privacy Protection Act (COPPA) through the creation of an avatar on the App, although we never ask for any personal or contact information from any user. As a result, any user of any age can create an avatar and use the Services.

If a Parent does not consent to a child's access to and use of the Services, Digital Howard Venture 1 will bar that child's access to and use of the Services. If a Parent has consented to a child's access to and use of the Services but wishes to rescind such consent, the Parent should contact us at info@terracosm.tv to submit the request. We will discontinue that child's access to and use of the Services.

Safe Play

During game play, please be aware of your surroundings and play safely. You agree that your use of the App and play of the game is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the Services. You also agree not to use the App to violate any applicable law, rule, or regulation, and you agree not to encourage or enable any other individual to violate any applicable law, rule or regulation. Without limiting the foregoing, you agree that in conjunction with your use of the App you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. To the extent permitted by applicable law, Digital Howard Venture 1 disclaims all liability related to any property damage, personal injury, or death that may occur during your use of our Services, including any claims based on the violation of any applicable law, rule, or regulation or your alleged negligence or other tort liability. Further, in the event that you have a dispute with one or more other users of the

App, you release Digital Howard Venture 1, its subsidiaries and affiliates, and each of their respective officers, directors, agents and employees from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Rights in App

Subject to your compliance with these Terms, Digital Howard Venture 1 grants you a limited nonexclusive, nontransferable, non-sub-licensable licence to download and install a copy of the App on a mobile device and to run such copy of the App solely for your own personal, non-commercial purposes. Except as expressly permitted in these Terms, you may not: (a) copy, modify, or create derivative works based on the App; (b) distribute, transfer, sub-licence, lease, lend, or rent the App to any third party; (c) reverse engineer, decompile, or disassemble the App; or (d) make the functionality of the App available to multiple users through any means. Digital Howard Venture 1 reserves all rights in and to the App not expressly granted to you under these Terms.

Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (a) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (b) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any application store or distribution platform (each, an "App Provider"), then you acknowledge and agree that:

- These Terms are concluded between you and Digital Howard Venture 1, and not with App Provider, and that, as between us and the App Provider, Digital Howard Venture 1 is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Digital Howard Venture 1 will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your licence of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your licence of the App against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App.

Content and Content Rights

For purposes of these Terms: "Content" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services. Subject to your compliance with these Terms, Digital Howard Venture 1 grants you

a personal, noncommercial, nonexclusive, nontransferable, non-sublicensable, revocable licence to download, view, display, and use the Content solely in connection with your permitted use of the Services.

Content Ownership

Digital Howard Venture 1 Inc. exclusively owns all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of Canada and the United States. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

Feedback

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by reaching out to us at info@terracosm.tv. You grant to us a nonexclusive, worldwide, perpetual, irrevocable, fully paid, royalty free, sublicensable, and transferable licence under any and all intellectual property rights that you own or control to use, copy, modify and otherwise exploit the Feedback for any purpose.

Links to Third Party Websites or Resources

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites, or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation, or cancellation of Services, the following provisions of these Terms will survive: Content Ownership; Feedback; Disclaimer of Warranties; Indemnity; Limitation of Liability; General Terms; and this sentence of Termination.

Disclaimer of Warranties

YOUR USE OF THE APP AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, DIGITAL HOWARD VENTURE 1 EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Digital Howard Venture 1 makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error -free basis, and we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Content.

Indemnity

You will indemnify and hold harmless Digital Howard Venture 1, its subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable outside legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services or Content or (b) your violation of these Terms.

Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL HOWARD VENTURE 1 WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DIGITAL HOWARD VENTURE 1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Governing Law

These Terms and any action related thereto will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Digital Howard Venture 1 and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Digital Howard Venture 1 and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable, such provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Digital Howard Venture 1's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null. Digital Howard Venture 1 may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and enure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Digital Howard Venture 1 under these Terms, including those regarding modifications to these Terms, will be given: (a) via email, or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Digital Howard Venture 1's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Digital Howard Venture 1. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact Digital Howard Venture 1 Inc. at info@terracosm.tv or 20 Maud St, Suite 307, Toronto, Ontario M5V 2M5.