

TERMS AND CONDITIONS OF USE FOR THE GALAXIES PORTAL

1. Introduction

1.1. These Terms and Conditions of Use of the Galaxies Portal ("Terms" or "T&C") aim to establish the terms and conditions applicable to the User who wishes to access the Galaxies Portal and have access to the services provided on the platform by Galaxies Gaming Ltda. ("Services"), a limited liability company registered with the Ministry of Finance's National Register of Corporate Taxpayers (*Cadastro Nacional da Pessoa Jurídica – CNPJ*) under No. 49.459.097/0001-94 or any legal entities that control, are under common control, are controlled by, or otherwise belong to the economic group of such legal entity ("Galaxies").

1.2. Galaxies recommends that You (or "User") carefully read in its entirety these T&C and other documents applicable to accessing the Galaxies Portal or using the Services, as they are edited and made available from time to time on the Galaxies Portal, before creating your account and/or using any of the Services.

1.3. These Terms may be changed at any time, and You will be informed if this happens. If You do not agree with any changes made to these Terms, we recommend that You discontinue using the Galaxies Portal. The latest version of these Terms will always be available on the Galaxies Portal. We emphasize that such changes will be applicable to the access to the Galaxies Portal and to our Services provided to You from the moment they are made available in any form on the Galaxies Portal. Some conditions or terms available in legal notices elsewhere on the Galaxies Portal may replace or supplement these Terms.

1.4. These T&C should be interpreted in conjunction with the Privacy Policy of the Galaxies Portal, as well as with other legal notices and policies that may be edited and made available from time to time. In the event of a discrepancy between the T&C and the other documents mentioned herein, the provisions of the T&C, as amended from time to time, shall prevail. In case of a conflict regarding privacy and Personal Data, the provisions of the Privacy Policy of the Galaxies Portal shall prevail.

1.5. Any person who accesses the Galaxies Portal or otherwise uses our Services assumes and expressly agrees to these Terms.

1.6. You agree that, by creating an account on the Galaxies Portal, You are agreeing to enter into a legally binding contract with Galaxies, governed by these Terms and other applicable documents mentioned herein.

2. Who We Are

2.1. Galaxies is a technology company offering software licensing services, research, and data intelligence focused on the entertainment industry.

2.2. The Galaxies Portal - accessed via web page and application - is a pioneering hub that simplifies and gamifies the survey response process, with the aim of producing data intelligence focused on the development of products and services for itself, its business partners and clients, including the preparation of reports, studies, compilations, among others, which may be shared with third parties or publicized, within the exact limits of these T&C, the Privacy Policy of the Galaxies Portal, and applicable law.

3. Minimum Age Requirement

3.1. If You are an individual and are not yet 18 years old or have not yet reached the age of majority in the country where your account was registered, your parents or legal guardians must create an account for You and agree to these Terms for You to access and use the Galaxies Portal, to the extent permitted by law. Before You start using your account, ask your parents or legal guardians to explain these Terms to You. By reading and agreeing to these T&C, You and your parents or legal representatives, as applicable, declare themselves fully responsible for the User's activities on the Galaxies Portal, exempting Galaxies from any liability.

4. License for the Use of Galaxies Software

4.1. For access to the Galaxies Portal and the Services made available on the Galaxies Portal, Galaxies hereby grants a worldwide, non-exclusive, onerous, personal, and non-transferable license for the User to access and use the Galaxies Portal and its services, subject to the other notices and conditions of use available on the Galaxies Portal, which complement these T&C, and which must be read and accepted by the User before proceeding. This license will remain in effect only as long as the User complies with all the rules and conditions of these T&C and is not in default of the payments due to Galaxies for the use of the Galaxies Portal and/or the Services offered there. Galaxies may alter, suspend, or discontinue any of its Services, as well as modify prices prospectively after notification to this effect.

4.2. The use of any account made in the name of third parties, existing or not, as well as operated by any computer program with the intention of automating the use of Galaxies Services to any extent ("Irregular Accounts"), in your name, is expressly prohibited.

4.3. The discovery of any act that violates the provisions of clause 4.2 above, by any means, may result in the immediate suspension of your access to Galaxies Services and products and their rewards, at our sole discretion.

5. Copyright

5.1. The User agrees to respect the intellectual property rights of third parties within the Galaxies Portal, as stated in these Terms.

6. Your Account on Galaxies

6.1. To access the Galaxies Portal, the User must create a personal and non-transferable account, providing the requested data. You are solely and exclusively responsible for the accuracy of all information provided for the purpose of creating an account on the Galaxies Portal, and this data will be handled by Galaxies in accordance with the Data Privacy Policy. Your access to the Galaxies Portal will be considered full agreement with this policy and the use of personal data as stipulated.

6.2. The User also agrees to keep their data accurate and updated to enable account verification and to notify Galaxies immediately of any suspicion of account intrusion. Galaxies does not guarantee that it will be able to recover your account if it has been compromised, and therefore recommends using a strong password created solely for accessing the Galaxies Portal.

6.3. Galaxies may delete your account and discontinue your access to the Galaxies Portal in the event of any violation of these T&C or in any other cancellation scenario described in these T&C.

6.4. Galaxies reserves the right to limit your use of the Galaxies Portal and the Services offered there, at its sole discretion. Galaxies reserves the right to restrict, suspend, or terminate your account if You violate these Terms, the law, or misuse the Galaxies Portal or the Services.

7. Content on the Galaxies Portal

7.1. User Content.

7.1.1. "User Responses" refer to any and all content generated and personal data provided by the User with the use of the Galaxies Portal or inserted into it,

whether through texts, photos, videos, documents, sounds, audios, links, GIFs, emojis, selection of alternatives for survey responses, or any other media existing or that may exist and/or be accepted on the Galaxies Portal.

- 7.1.2. The User is solely and exclusively responsible for the accuracy of the User Responses, ensuring that their content does not violate or infringe any law or legal regulation and that they have the right to use and provide it, committing to respect the copyrights of other Users and third parties. Galaxies does not perform any prior analysis for the insertion of any User Responses on the Galaxies Portal and must be kept indemnified against any loss, damage, harm, claim, request, or judgment resulting from any violation of the rights of other Users or third parties caused by You.
- 7.1.3. Galaxies may block, remove, and/or permanently delete User Responses at its sole discretion in the event of a violation of these T&C, the Galaxies community guidelines, or any applicable law or regulation.
- 7.1.4. The User hereby grants a non-exclusive, perpetual, free, irrevocable, and transferable license to Galaxies to use and/or share any User feedback regarding the Galaxies Portal, the surveys responded to, and/or any ideas originating from such feedback without any restrictions or compensation to the User.
- 7.1.5. Except for compliance with the law or to meet a legal or administrative request, Galaxies has no obligation to store User Responses and is not liable for their removal for any reason. The Galaxies Portal is not a storage service.
- 7.1.6. If Galaxies, by any means, finds that the information is somehow incomplete, inaccurate, false, outdated, provided by Irregular Accounts, or harmful to Galaxies or third parties, You may have your registration on the Galaxies Portal suspended or canceled at Galaxies' sole discretion, without prejudice to other applicable measures, in which case no compensation or refunds will be due.
- 7.1.7. You expressly agree that we may access, store, process, distribute, and otherwise use any information and personal data You provide, including for commercial purposes and the implementation or improvement of Services provided by Galaxies.
- 7.1.8. By participating in surveys or events where User Responses are collected, You may receive rewards provided by Galaxies or its business partners, such as access

codes, gift cards, virtual currencies for use on the Galaxies Portal, among others, at the sole discretion of Galaxies and in accordance with the specific rules of each event.

7.2. Galaxies Content.

7.2.1. "Galaxies Content" refers to any and all content generated by Galaxies on the Galaxies Portal, with or without the use of User Responses, in any existing media or that may exist and/or be accepted on the Galaxies Portal.

7.2.2. Galaxies Content will remain the sole and exclusive property of Galaxies, and the User has no rights to the intellectual property of Galaxies and Galaxies Content. Galaxies may, at its sole discretion, use all Galaxies Content for the development and improvement of its own or third-party services and products, whether provided or marketed to Users or third parties, including sharing such content with third parties for Galaxies' commercial purposes, without any remuneration being due by Galaxies to You.

7.2.3. Galaxies' intellectual property includes, but is not limited to: (i) patents, (ii) designs, (iii) trademarks, (iv) copyrights, (v) rights to confidential information or trade secrets; (vi) rights related to any proprietary tool; (vii) business names; (viii) screenshots of the Galaxies Portal; (ix) information generated through the Galaxies Portal; (x) data obtained through services maintained by third parties connected to the Galaxies Portal; (xi) layouts; (xii) documents, computer programs, and images published by Galaxies on the Galaxies Portal.

7.3. Other Content.

7.3.1. Third-Party Services and Content. The Galaxies Portal also provides information, content, resources, and others from Galaxies' third-party partners who may or may not provide Services on the Galaxies Portal ("Third-Party Content"). Galaxies is not responsible for any Third-Party Content or any damage resulting from Third-Party Content.

7.3.2. Galaxies may, at any time and at its sole discretion, review the content on the Galaxies Portal, as well as block, remove, or delete content without any compensation being due or any authorization required from You.

8. Obligations

8.1. You expressly agree, through these T&C, to:

- a) Provide clear, accurate, and truthful data and information for both creating your account on the Galaxies Portal and using the Galaxies Portal itself, as well as for participating in research events and studies;
- b) Keep your data updated on the Galaxies Portal for communication purposes between the Parties, as well as for receiving and withdrawing rewards, as applicable;
- c) Use and access the Galaxies Portal only for the purposes provided in these T&C and/or for the Services made available on the Galaxies Portal, in a legal, acceptable, and authorized manner, being solely responsible for the activity in your account, except if the User terminates the account or reports its misuse to Galaxies as required by these Terms;
- d) Observe all terms of these T&C, the law, or legal regulations;
- e) Respect copyrights and other intellectual property rights of other Users and third parties;
- f) Observe the minimum age required to use and access the Galaxies Portal;
- g) Create and use a strong password, recommended by Galaxies, for the exclusive use of accessing the User's account on the Galaxies Portal;
- h) Not engage in activities or conduct in bad faith or for malicious purposes or contrary to the law, public order, and good customs, through the Galaxies Portal and/or Services;
- i) Not transfer, assign, or license your account to third parties, as well as not use any Irregular Account for any purposes;
- j) Not use the Galaxies Portal or Services to cause harm or damage to yourself, Galaxies, or others; and

k) Not use the Galaxies Portal or Services for illegal purposes.

9. Galaxies Portal Community Guidelines

9.1. The Galaxies Portal may eventually put You in contact with other Users and companies from various sectors.

9.2. In this context of interaction, it is vital that the use of the Galaxies Portal and its Services be guided by mutual and constant respect among all those who, in some way, use the Services provided. By agreeing to these T&C, You commit to acting in a way that maintains a healthy interaction environment, free from aggression, threats, prejudice, hate speech, and violations of third-party rights or Galaxies' own rights.

9.3. Galaxies reserves the right to interrupt and seek appropriate remedies (including compensation) in case of violation of these Terms and community guidelines, at its sole discretion.

9.4. To ensure the use of the Galaxies Portal is as healthy and respectful as possible, we list some recommendations below:

9.4.1. **Be careful with what You share:** Try to provide only authentic content. Do not share content that You have copied or obtained from the internet without having the right to publish it. Misleading responses and interactions or those with the potential to cause damage to other Users and/or Galaxies itself are not accepted on the Galaxies Portal.

9.4.2. **Promote respectful interactions:** It is not acceptable to encourage violence or attack someone based on race, ethnicity, nationality, sex, gender, gender identity, sexual orientation, religion, disabilities, or diseases.

9.4.3. **Report abusive use of the Galaxies Portal:** If You are a victim or become aware of any violation of these guidelines, contact Galaxies. Your participation is vital for the Galaxies Portal to remain a positive environment.

10. Declarations and Warranties

10.1. Through these T&C, the User declares and guarantees that the following statements are true, accurate, and complete:

- 10.1.1. Minimum Age. The User meets the minimum age requirement of 18 years old to create their account, access the Galaxies Portal, and use the Services available there, having obtained the necessary authorization from their legal guardian if underage or legally incapacitated, who will be solely responsible for all use and access by the minor or incapacitated person on the Galaxies Portal.
- 10.1.2. Data Accuracy. All data and information provided by the User to Galaxies are true, accurate, and complete.
- 10.1.3. Legitimacy for Sharing. The User has the legitimacy to share their data, having obtained all necessary legal authorizations in the case of third-party data, and is not infringing on any copyright or other intellectual property rights of any other nature.
- 10.1.4. Content Legality. The User's responses do not violate or infringe any law or legal regulation or any third-party rights and are not and will not be illegal, abusive, slanderous, defamatory, pornographic, or obscene, and will not promote or incite violence, terrorism, illegal acts, or hatred based on race, ethnicity, cultural identity, religious belief, disability, gender, identity, or sexual orientation.
- 10.1.5. Responsibility Creation. The User's responses do not create and will not create any liability on the part of Galaxies, its subsidiaries, affiliates, successors, and assignees, or their respective employees, agents, directors, officers, and/or shareholders.

11. Exclusion and Limitation of Liability

11.1. Exclusion of Liability.

- 11.1.1. The use of the Galaxies Portal is at the User's own risk. Galaxies is not responsible for any conduct, information, or content, online or offline, of any User of the Galaxies Portal or third parties. Galaxies is also not responsible for any conduct, information, or content of other Users that violates these Terms or otherwise may cause losses and damages to You, considering that Galaxies does not curate content generated by Users on the Galaxies Portal.
- 11.1.2. Galaxies is not responsible for unauthorized access or use; interruptions or cessations; inaccuracies and/or errors; or viruses or similar issues on the Galaxies Portal and/or Services (even if Galaxies has been advised of the possibility of

damage), which are offered "as is" and "as available," providing no warranties or representations in this regard. Galaxies is constantly updating the Galaxies Portal to bring more features to its Users, such as information security measures or technological updates, aiming to preserve the quality and functionality of the Galaxies Portal, which may involve adding and/or removing features, offering new Services and/or discontinuing others, altering or adjusting the display of the Galaxies Portal, adding improvements, among others, without constituting any violation of these T&C or the User's rights and without generating any right to compensation for the User. If the User and their legal representative (in the case of a relatively incapacitated User) do not agree with any changes, they may cancel their account without Galaxies having any obligation to compensate them in any way.

11.1.3. Galaxies does not guarantee or take any responsibility for any service advertised or offered by third parties on the Galaxies Portal, for the information contained in offers and advertisements of such services on the Galaxies Portal, and does not monitor any transaction between the User and third-party service providers.

11.1.4. Galaxies and its Related Parties will not be liable for any direct or indirect losses, incidental, consequential, special, or punitive damages, including but not limited to lost profits or loss of business opportunities, reputation, data loss, computer damage, or system failure, or the cost of substitute services of any kind arising from or in connection with these terms or the use or inability to use the Galaxies Portal and/or Services.

11.1.5. Through these T&C, the User agrees that the exclusions of liability in this clause apply to all claims involving Galaxies and its Related Parties, even if Galaxies has been advised of the possibility of damage and that a limited remedy provided in these terms fails its essential purpose.

11.1.6. Access to the Galaxies Portal does not grant the User any copyrights, industrial property rights, or any other intellectual property rights over the Galaxies Portal or the content provided there, except for the right to use, non-transferable, limited, under the terms and conditions provided here. Examples of infringing uses of the Galaxies Portal and violations of Galaxies' property rights include: (i) creating digital or physical copies of databases accessed through the Galaxies Portal in ways or for purposes not reasonably expected of an end user; (ii) reverse engineering, decompiling, deciphering, or any other experiment, even for academic purposes, seeking to emulate, copy, decompile, derive the source code, or imitate the

functioning of the Galaxies Portal and its respective source codes; (iii) assigning, sublicensing, selling, donating, alienating, renting, or transferring, in whole or in part, under any modality, at any title, the right to use the Galaxies Portal, the databases accessed by it, or any other documents related to it; (iv) copying, using, disclosing, or distributing any information obtained from the Galaxies Portal Services, directly or through third parties (such as search tools), in violation of these Terms and Galaxies' policies; (v) renting, assigning, lending, commercializing, selling/reselling, or monetizing in any way the Galaxies Portal Services or related data or access to them, in violation of these Terms and Galaxies' other policies.

11.1.7. The User acknowledges and agrees that: (a) the Galaxies Portal may not function correctly, may not be in its final form or fully functional; (b) the Galaxies Portal may contain errors, design flaws, or other problems; (c) it may not be possible to make the Galaxies Portal fully functional; (d) the information obtained using the Galaxies Portal may not be accurate and may not correspond accurately to information extracted from any database or other source; (e) the use of the Galaxies Portal may generate unexpected results, data or communication loss, or other unpredictable damages or losses; (f) Galaxies has the right to unilaterally abandon the development of the Galaxies Portal at any time and without any obligation or liability to the User; (g) the User is solely responsible for maintaining and protecting all data and information extracted or uploaded through the Galaxies Portal; (j) Galaxies is not obligated to store, maintain, or provide the User with a copy of content or information that the User or third parties provide, except to the extent required by applicable law or as indicated in Galaxies' policies.

11.1.8. Similarly, Galaxies may assist You in registering and/or attending events organized by Users and connecting with other Users who will participate in such events. You agree that Galaxies: (i) is not responsible for the conduct of any User or other participants in such events; (ii) does not endorse any particular event listed on our Services; (iii) does not evaluate and/or approve any of these events; and (iv) is exempt from any liability, and You will comply with these terms and conditions applicable to such events.

11.2. Limitation of Liability.

11.2.1. If the demand involves paid Services, Galaxies and its affiliates shall not be liable for any amount exceeding the total amounts eventually paid by the User.

12. Cancellation and Termination

12.1. Cancellation by the User. The User may, at any time and at its sole discretion, cancel its account on the Galaxies Portal for any reason and without notifying Galaxies, by accessing the User Account settings. The clauses of these T&C that must survive the cancellation of your account on the Galaxies Portal shall remain in full force and effect.

12.2. Cancellation by Galaxies. Galaxies may suspend or cancel the User's account on the Galaxies Portal and/or restrict the User's access to their account on the Galaxies Portal or to Galaxies Portal Services, at its sole discretion, in the following circumstances:

- a) Default of any term or condition of these T&C or the Galaxies Contracts and Policies by the User;
- b) Judicial order or order from any government authority;
- c) Preventing harm to the User, Galaxies, other Users, or third parties; and
- d) Account inactive for more than 24 (twenty-four) months.

12.2.1. Galaxies will notify the User in advance when circumstances allow, and is hereby authorized to cancel without prior notice to the User if the situation so requires.

12.3. In any case of cancellation, the User will immediately lose access to their account created on the Galaxies Portal and to the Services accessed therein. After the grace period, their account and related data will be deleted, except for information that Galaxies must or may retain under law, court or administrative order, or legitimate interest.

12.4. The following rights and obligations shall survive the termination of these T&C and the cancellation of the User's account:

- a) Galaxies' right to use and disclose feedback, data, and other content from responses or interactions performed by the User, including for commercial purposes;
- b) Galaxies' right to reshare content and information shared by the User through the Galaxies Portal, to the extent permitted in these Terms, in the Privacy Policy, on the Galaxies Portal and in accordance with LGPD provisions;
- c) Galaxies' right to compensation for contracted Services not yet fully paid.

13. Notifications and Customer Service Channels

13.1. Notifications. All notifications made to the User by Galaxies shall be valid if made in writing, by letter, email, or by SMS or WhatsApp message sent to the physical address or email address or mobile phone number registered by the User on the Galaxies Portal.

13.1.1. You authorize Galaxies to contact You by any means, including telephone, email, SMS, WhatsApp, and correspondence, to send communications related to Galaxies' Services and the Galaxies Portal, including promotional content and for the disclosure of Galaxies' and/or third-party products and services.

13.2. Customer Service Channels. The User may contact Galaxies through Customer Service Channels for information, questions, or issues related to the Galaxies Portal and/or Services, by email at [contato@galaxies.gg].

14. Independent Parties

14.1. You and Galaxies are independent parties in all matters relating to these T&C. None of the provisions of this instrument shall constitute or be capable of constituting a partnership, joint venture, consortium, commercial representation, or any other form of association between the Parties or constitute or be capable of constituting one Party as an agent of the other for any purpose.

15. Final Provisions

15.1. Entire Agreement. These T&C and other documents mentioned herein, as amended from time to time, constitute the entire agreement entered into between the User and Galaxies for access to the Galaxies Portal and for the use of Services accessed through the Galaxies Portal.

15.2. Assignment. You may not assign, license, or transfer, in whole or in part, your respective rights and/or obligations assumed under these T&C without the prior written consent of Galaxies. Galaxies may, at its sole discretion and without prior consent of the User, assign its rights and/or obligations to any of its affiliates or subsidiaries or to any third party provided it is for the provision of Galaxies' Services and provided that the Services are maintained.

15.3. Tolerance. No omission, waiver, grant, or tolerance by either Party relating to the exercise of the rights granted to it under these T&C shall constitute a waiver of such rights, nor shall it prevent the other Party from exercising them at any time.

15.4. Independence of Clauses. In the event that any Chapter, Clause, Appendix, term, or provision of these T&C is declared null or unenforceable under the law, such nullity or unenforceability shall not affect any other Chapters, Clauses, Appendices, terms, or provisions of this instrument, which shall remain in full force and effect. If a term or provision of these T&C is declared null or unenforceable, Galaxies will amend it in good faith to approximate it as closely as possible to its original intent.

15.5. Survival. Any and all clauses that, due to their nature, must survive the termination of these T&C, shall remain in effect.

15.6. Address for Sending Correspondence. All requests, claims, correspondences, notifications, or information requests shall be sent to Galaxies' address at Rua Américo Brasiliense, 1923, suite 608, Chácara Santo Antônio, São Paulo/SP.

16. Applicable Law

16.1. These T&C are governed exclusively by Brazilian law.

17. Conflict Resolution

17.1. By accepting these T&C, the User agrees, first, to contact Galaxies to attempt to resolve any conflict arising from these T&C and/or the use of the Galaxies Portal amicably. Galaxies is committed to providing good service to the User and respects in its relationship. To do so, You must send an email to [contato@galaxies.gg].

17.2. In the event of impossibility of amicable solution as described above, the Parties expressly agree that all disputes arising from or related to these T&C — including, but not limited to, those involving their validity, effectiveness, breach, interpretation, termination, rescission, and/or their consequences — shall be resolved through judicial action.

18. Jurisdiction

18.1. The parties elect the courts of São Paulo, State of São Paulo, to settle any disputes arising from these contractual terms and conditions and exclude any other court, however privileged it may be.

These Terms and Conditions of Use are available in English and Portuguese. For interpretation purposes, the Portuguese version shall prevail.