

AXIE INFINITY DISCORD TIPPING BOT USER AGREEMENT

Last Updated: February 20, 2024

By your access to or use of our Axie Infinity Discord Tipping Bot ("**Tipping Bot**"), you hereby comply with any and all of the terms indicated in this Axie Infinity Discord Tipping Bot User Agreement ("**Tipping Bot User Agreement**" or "**User Agreement**") as well as any supplemental terms and conditions incorporated herein, including but not limited to the [Axie Infinity Terms of Use](#) ("**Terms of Use**"). If you do not agree to this Tipping Bot User Agreement, please do not access or use the Tipping Bot.

In the event of any conflict or inconsistency of any term or provision set forth in this Tipping Bot User Agreement and any other agreement or terms and conditions, the terms of this User Agreement shall prevail. All other terms and conditions of the Terms of Use not modified by this User Agreement shall remain in full force and effect.

You understand the Tipping Bot is not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement or other regulation within such jurisdiction or country. Accordingly, you are solely responsible for your compliance with all applicable laws when you access and/or use the Tipping Bot.

You hereby understand and accept the following:

1. **Tipping Bot.** The Tipping Bot is a software extension that Axie Infinity operates for the benefit of the Axie Infinity Discord channel ("**Discord Channel**") to allow users to provide support for community growth. This may include allowing users to send and receive tips ("**Tips**"), including Tips in Digital Assets.
 - a. "**Digital Assets**" include any digital currencies, cryptocurrencies, cryptographic tokens, virtual currencies, or digital assets of any type and kind that have been approved by Axie Infinity for support with the Tipping Bot, including non-fungible tokens or similar digital items, implemented on a Blockchain.
 - i. If you attempt to use any Digital Assets that are not compatible with the Tipping Bot, you may lose permanent access to such Digital Assets. It is your sole responsibility to ensure that the Digital Assets you transfer to and from the Tipping Bot are compatible, and we shall not be liable for any losses you may incur.
 - ii. There may be additional terms and conditions applicable to your use of the Digital Assets relating to or arising from your use of the Tipping Bot ("**Digital Asset Terms**"), and you understand that your compliance with the Digital Asset Terms is required for you to access or use the Tipping Bot.
 - b. **You understand and agree that any Digital Assets you may transfer to the Tipping Bot are considered donations, and you relinquish any and all right, title, ownership, and claim to these Digital Assets upon their transfer to the Tipping Bot.**

Bot. Axie Infinity, through our operation of the Tipping Bot, shall use our best efforts to utilize your donated Digital Assets to help support participating users of the Discord Channel, including sending Digital Assets that you request to be sent to a particular user for their participation.

- c. If you attempt to give Tips on or via the Tipping Bot, you acknowledge that: (i) these Tips are entirely voluntary and optional; (ii) you may not receive anything in return; and (iii) the Tips you give could be sent to someone or used for a purpose that you may not expect or intend. Axie Infinity is merely an operator of the Tipping Bot, and we cannot resolve disputes that arise between users relating to or arising from the Tipping Bot.
- d. We make no guarantees regarding the Tipping Bot's ability to adhere and listen to any of your commands or requests, including whether a Tip is successfully made to any particular user or not. Axie Infinity shall not be liable for any Tips that you may or may not give or receive, including if we suspend your access to the Discord Channel, Tipping Bot, or otherwise prevent you from soliciting or accepting Tips.
- e. Giving or receiving Tips will not grant you access to Axie Infinity content, features, or any other aspects.
- f. In order to access or use the Tipping Bot, you may be required to create a Discord account. Axie Infinity cannot access your Discord account, and you understand and accept that you are solely responsible for your Discord account, including its security and any actions that may arise from or are related to your Discord account.
 - i. By your access to or use of the Tipping Bot, you hereby also represent that you have read and agree to [Discord's Terms of Service](#), and any Losses that may arise from your creation of and use of a Discord account or Discord's services shall be solely borne by you.
 - ii. If the security of your Discord account is compromised, you may lose temporary or permanent access to your Discord account, including any Digital Assets you may have linked to your Discord Account. Axie Infinity shall not be liable for any losses that may arise or result therefrom.

2. Transactions and Fees.

- a. You are responsible for paying all applicable taxes, levies, duties, and other fees ("**Taxes**") that arise from or are related to the Tips you may provide or receive as well as any other Taxes that may arise from your access to or use of the Tipping Bot.
- b. You understand and agree that by accessing or using the Tipping Bot, you are subject to and shall adhere to any and all applicable terms and conditions, whether with us or a third-party service provider (including Discord), which apply to your access to and/or use of the Tipping Bot, and any third-party payment processors as applicable. If you fail to adhere to any applicable terms and conditions, you may not be able to use the Tipping Bot or may have your access to and use of the Tipping Bot, in part or in whole, restricted, suspended, or terminated, whether by us or a third-party service provider.
- c. All donations of Tips are final. We cannot reverse or refund any Tips to you.

3. *User Conduct.* Your conduct and content shall be compliant with the Terms of Use, including any and all supplemental terms and policies. Additionally, you must adhere to the following:
 - a. You may not request or give Tips in exchange for, or to promote or encourage, any content, message, or action that is in violation of our User Agreement or Terms of Use.
 - b. You may not request or give Tips in exchange for, or to promote or encourage, any conduct that is (i) illegal; (ii) abusive towards others; (iii) hateful; (iv) could result in self-harm; or (v) otherwise violates this User Agreement or this Terms of Use.
 - c. You may not use the Tipping Bot or any of Axie Infinity's Services to deceive others into sending you Tips via scam tactics, phishing, or any other such methods.
4. *Potential Violation of this User Agreement.* If you violate any of these rules, act in a manner that is not in accordance with Axie Infinity's purpose or principles, or otherwise act in a manner that is potentially harmful to Axie Infinity or our users, we may take enforcement action towards you, including but not limited to some or all of the following outlined below:
 - a. Pause or permanently revoke your access to Axie's Discord Channel, the Tipping Bot, and any other Services Axie may offer you;
 - b. Disallow the display of your content or Submissions while it is awaiting removal;
 - c. Remove, or requiring you to remove any violative content or Submissions; and/or
 - d. Take any actions that may result in you not being able to send or receive Tips, including any of those above.