

# Terms of Use

Last updated Jun 2, 2025

Please review these Terms of Use ("Terms") carefully, as they set forth the legally binding terms and conditions that govern your use of our websites located at <https://metal.build>, <https://playstadium.gg>, and <https://railway.games> (collectively, the "Websites") and access to our token presale platform and related services. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Websites and Services.

The tournament and token presale platform are provided through a collaboration between Stadium League Co ("Stadium League"), and Sonar Labs, Inc. ("Sonar Labs") (collectively, "we," "us," "our"). The Websites and underlying technology platform are owned by Sonar Labs. Your submission of information, including personally identifiable information or personal data ("Personal Data"), through or in connection with the Websites or Services is governed by the terms of our privacy policy as updated from time to time ("Privacy Policy"). All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these Terms.

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**THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITES AND SERVICES. BY CLICKING "I AGREE" TO THESE TERMS OR OTHERWISE ACCESSING OR USING THE WEBSITES OR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), INCLUDING, WITHOUT LIMITATION, THE MANDATORY ARBITRATION PROVISION IN SECTION 15.2. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE WEBSITES OR SERVICES.**

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## 1. Description of Services

The platform provides a cryptocurrency token presale in connection with a gaming tournament ecosystem ("Tournament" and "Services"). The Services allow eligible users to participate in a presale of digital tokens ("Tokens") that will be used within the gaming tournament platform and related ecosystem.

**Key Service Components:**

- Token presale participation and purchase functionality
- Gaming tournament platform access and features
- Community features and user accounts
- Related gaming and tournament services

The Tokens are digital assets built on blockchain technology. While the platform facilitates the presale through the Websites, we do not have control over the underlying blockchain networks on which the Tokens operate, nor can we reverse, cancel, or modify transactions once they are submitted to the blockchain.

**Important Notice:** The Services are designed for participants in our gaming tournament ecosystem. Token purchases are made using your own funds at your own direction and discretion. We do not provide investment advice, and the Tokens are not intended as investments but as utility tokens for use within our gaming platform.

## 2. Eligibility

As a condition of accessing the Websites or Services, you represent and warrant to us the following:

### 2.1 Age and Authority

- If you are entering into these Terms as an individual, then you are at least 18 years old or of legal age to enter into contractual relations (whichever is later).
- If you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity.

### 2.2 Asset Ownership

- You are the exclusive beneficial and/or legal owner of any cryptocurrency or digital assets used to participate in the token presale.
- All funds used for token purchases are lawfully obtained and legally yours to use.

### 2.3 Sanctions and Compliance

- You have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State.
- You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List;

Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

- You will not use our Websites or Services to conduct any illegal or illicit activity.

## **2.4 Geographic and Technical Restrictions**

- You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Websites or Services.
- You are not accessing the Services from a jurisdiction where such access is prohibited by applicable law.
- You represent that your access and use of the Websites or Services will fully comply with all applicable laws and regulations in your jurisdiction.

## **2.5 Gaming and Tournament Participation**

- You acknowledge that the Tokens are utility tokens designed for use within our gaming tournament ecosystem and related platforms.
- You understand that token ownership may be required or beneficial for participation in tournaments, but does not guarantee tournament participation, winnings, or any specific benefits.

## **2.6 Risk Acknowledgment**

- You understand the risks associated with cryptocurrency transactions, blockchain technology, and digital asset ownership.
- You acknowledge that cryptocurrency markets are highly volatile and that the value of Tokens may fluctuate significantly or potentially become worthless.

# **3. Token Presale Terms**

## **3.1 Presale Process**

- The token presale allows eligible users to purchase Tokens in exchange for accepted cryptocurrencies as specified on the Websites.
- You must connect a compatible cryptocurrency wallet to participate in the presale.
- All purchases are subject to availability and presale limits as determined by us in our sole discretion.
- We reserve the right to modify presale terms, including pricing, timing, and availability, at any time without prior notice.

## **3.2 Wallet Connection and Security**

- To participate in the presale, you must connect a compatible cryptocurrency wallet ("Wallet") to the platform.
- You represent and warrant that you are the exclusive owner and controller of the connected Wallet.
- You are solely responsible for maintaining the security and confidentiality of your Wallet, including private keys, seed phrases, and any other access credentials.
- We have no access to or control over your Wallet or private keys.

### 3.3 Payment and Pricing

- Token prices and accepted payment methods are displayed on the Websites and may change at any time.
- All payments must be made in the accepted cryptocurrencies as specified during the purchase process.
- You are responsible for all blockchain transaction fees, gas fees, and any other costs associated with your cryptocurrency transactions.
- Payment confirmation occurs when the blockchain transaction is successfully processed and confirmed.

### 3.4 Token Delivery and Distribution

- Tokens will be distributed to the wallet address you specify during the purchase process.
- Token distribution timing will be communicated through the Websites or other official channels.
- We are not responsible for tokens sent to incorrect addresses due to user error.
- Token delivery is contingent on successful completion of the presale and may be subject to vesting schedules or other distribution terms.

### 3.5 No Refunds or Cancellations

- **ALL PRESALE PURCHASES ARE FINAL AND NON-REFUNDABLE.**
- Due to the nature of blockchain transactions, purchases cannot be reversed, cancelled, or refunded once the transaction is confirmed on the blockchain.
- We do not provide refunds for any reason, including but not limited to: change of mind, market conditions, technical difficulties, regulatory changes, or project delays.

### 3.6 Presale Completion and Failure

- The presale will continue until the announced end date or until all available tokens are sold, whichever occurs first.
- We reserve the right to extend, pause, or terminate the presale at any time for any reason.
- In the unlikely event of presale failure or termination prior to token distribution, we will make commercially reasonable efforts to communicate next steps, but no refunds are guaranteed.

### **3.7 Technical Requirements and Risks**

- You are responsible for ensuring your technology setup is compatible with the presale platform.
- Network congestion, high gas fees, or blockchain issues may affect your ability to participate or complete transactions.
- We are not liable for failed transactions due to technical issues beyond our control.
- You acknowledge that blockchain technology is experimental and may be subject to bugs, vulnerabilities, or unexpected behavior.

## **4. Assumption of Risk**

By utilizing the Websites or Services in any way, you represent that you understand the inherent risks associated with cryptographic systems and warrant that you have an understanding of the usage and intricacies of cryptocurrency, blockchain technology, smart contracts, and digital assets.

### **4.1 Private Key Security**

- You acknowledge and understand that you alone are responsible for securing your private key(s) and seed phrases.
- We do not have access to your private key(s) or seed phrases.
- Losing control of your private key(s) will permanently and irreversibly deny you access to your Tokens and any associated benefits.
- Neither we nor any other person or entity will be able to retrieve or protect your digital assets if your private keys are lost.
- If your private key(s) are lost, you will not be able to transfer your Tokens or realize any value or utility from them.

### **4.2 Blockchain and Technical Risks**

- The underlying software for blockchain networks tends to be open source and may be used, copied, modified, and distributed by anyone.
- We are not responsible for the operation of underlying blockchain software and networks, and there exists no guarantee of functionality, security, or availability of such software and networks.
- Blockchain protocols are subject to sudden changes in operating rules (known as "Forks"), and such Forks may materially affect the Tokens and Services.
- We may discretionarily decide not to support (or cease supporting) a Forked network entirely.
- We assume absolutely no responsibility whatsoever with respect to any underlying software protocols, whether Forked or not.

### **4.3 Cryptographic and Security Risks**

- Cryptography is a progressing field, and advances in code cracking or technical advances such as the development of quantum computers may present risks to digital assets.
- Such advances could result in the theft or loss of your Tokens.
- While we intend to implement security measures, we do not guarantee or represent full security of the system.

#### **4.4 Development and Technical Risks**

- The Services and related technology remain under development, which creates technological and security risks.
- We have no obligation to maintain or monitor the Services for errors or bugs.
- The Services may be inaccessible or inoperable for any reason, including equipment malfunctions, maintenance procedures, causes beyond our control, or disruptions in underlying blockchain infrastructure.

#### **4.5 Regulatory and Legal Risks**

- The Services could be impacted by regulatory inquiries or regulatory action, which could impede or limit our ability to continue development or your ability to access or use the Services.
- Regulatory changes may affect the utility, transferability, or value of the Tokens.
- You are solely responsible for reporting and paying any taxes applicable to your participation in the presale and ownership of Tokens.

#### **4.6 Market and Financial Risks**

- Cryptocurrency markets are highly volatile and speculative.
- The value of Tokens may fluctuate significantly and could become worthless.
- There is no guarantee that Tokens will have any utility, value, or market for trading.
- The cost of transacting on blockchain networks is variable and may increase dramatically, affecting the utility of Tokens.

#### **4.7 Project and Ecosystem Risks**

- The gaming tournament ecosystem and related platforms are under development and subject to changes, delays, or cancellation.
- Token utility depends on the successful development and operation of the tournament platform.
- We make no guarantees about tournament scheduling, prize pools, platform features, or continued operation of the ecosystem.

## **5. Access to Websites and Services**

**5.1 License** Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited license to use and access the Websites and Services for your own personal and noncommercial use.

**5.2 Restrictions** The rights granted to you in these Terms are subject to the following restrictions:

- You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Websites or Services;
- You shall not modify, decipher, disassemble, reverse compile or reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Websites or Services;
- You shall not access the Websites or Services to build a similar or competitive website, product, or service;
- You shall not translate, or otherwise create derivative works of any part of the Websites or Services;
- You shall not frame or mirror any part of the Websites without our express prior written consent;
- You shall not create a database by systematically downloading and storing Website content;
- You shall not use any robot, spider, search/retrieval application or other automated device to retrieve, harvest, index, "scrape," "data mine" or reproduce or circumvent the navigational structure or presentation of the Websites without our express prior written consent.

**5.3 Modification** We reserve the right, at any time, to modify, suspend, or discontinue the Websites or Services (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Websites or Services.

**5.4 No Support or Maintenance** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Websites or Services.

**5.5 Ownership** You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Websites and Services and their content are owned by us or our licensors. Neither these Terms nor your access to the Websites or Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms.

## 6. Acceptable Use Policy

You agree not to:

- Upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- Use the Websites or Services to harvest, collect, gather or assemble information or data regarding other users without their consent;
- Interfere with, disrupt, or create an undue burden on servers or networks connected to the Websites or Services;
- Attempt to gain unauthorized access to the Websites or Services or other computer systems or networks connected to or used together with the Services;
- Harass or interfere with any other user's use and enjoyment of the Websites or Services;
- Circumvent any content-filtering techniques, security measures or access controls that we employ, including through the use of a VPN;
- Use or access the Services to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion;
- Use the Websites or Services from a jurisdiction where such use is prohibited;
- Use software or automated agents or scripts to produce multiple accounts or to generate automated searches, requests, or queries;
- Violate any applicable laws or regulations in connection with your use of the Websites or Services;
- Use the Services for any purpose other than participating in the legitimate gaming tournament ecosystem;
- Attempt to manipulate the presale process or circumvent purchase limitations.

We reserve the right to investigate and/or take appropriate action against you in our sole discretion if you violate this Acceptable Use Policy, including terminating your access and/or reporting you to law enforcement authorities.

## **7. Fees**

In connection with your use of the Services, you are required to pay all fees necessary for interacting with blockchain networks, including gas fees and transaction fees. The value of these fees changes, often unpredictably, and is entirely outside of our control. You acknowledge that under no circumstances will a transaction be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the gas fee for the given transaction was unknown, too high, or otherwise unacceptable. You also acknowledge and agree that gas fees and transaction fees are non-refundable under all circumstances.

## **8. Personal Data**

You consent to us accessing, processing and retaining any Personal Data you provide to us when accessing our Websites and Services. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. You can withdraw your consent at any time by discontinuing use of our Services. However, we may retain and continue to process your Personal Data for other lawful



purposes. Please see our Privacy Policy for further information about how we process your Personal Data and the rights you have in respect of this.

## 9. Indemnification

You agree to indemnify and hold us (and our officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of:

- Your use of the Websites or Services;
- Your violation of these Terms;
- Your violation of applicable laws or regulations;
- Your participation in the token presale;
- Your ownership or use of Tokens.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 10. Third-Party Links & Other Users

**10.1 Third-Party Links** The Websites may contain links to third-party websites and services. Such links are not under our control, and we are not responsible for any third-party content. We provide access to these links only as a convenience to you, and do not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party websites. You use all third-party links at your own risk.

**10.2 Release** You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Websites or Services.

## 11. Accuracy of Information

We attempt to ensure that information we provide on the Websites is complete, accurate and current. Despite our efforts, the information on the Websites may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or correctness of any information on the Websites.

## **12. Disclaimers**

**THE WEBSITES AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.**

**WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.**

**WE DO NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH OTHER USERS. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND OTHER USERS.**

**WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE TOKENS, INCLUDING THEIR UTILITY, VALUE, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE TOKENS ARE EXPERIMENTAL AND THEIR FUNCTIONALITY IS NOT GUARANTEED.**

## **13. Limitation on Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (U.S. \$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.**

**ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.**

## 14. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use or access the Websites or Services. We may suspend or terminate your rights to use or access the Websites or Services at any time for any reason at our sole discretion, including for any use of the Websites or Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Websites and Services will terminate immediately. We will not have any liability whatsoever to you for any termination of your rights under these Terms.

## 15. General

**15.1 Changes** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by posting notice of the changes on our Websites. Any changes to these Terms will be effective immediately upon posting for new users and thirty (30) days after posting for existing users. Continued use of our Websites or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

### 15.2 Dispute Resolution

**PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH US AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

All claims and disputes between us and any user that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the American Arbitration Association ("AAA") Consumer Arbitration Rules. The arbitration shall be conducted by a single, neutral arbitrator in the state of Delaware. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**YOU HEREBY WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** Instead, all claims and disputes shall be resolved by arbitration.

**CLASS ACTION WAIVER: ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS.**

**15.3 Governing Law** These Terms shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of laws principles.

**15.4 Electronic Communications** The communications between you and us use electronic means. For contractual purposes, you consent to receive communications from us in an

electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

**15.5 Entire Agreement** These Terms constitute the entire agreement between you and us regarding the use of the Websites and Services. If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**15.6 Assignment** These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign these Terms.

### **15.7 Contact Information**

For any questions about these Terms, please contact us at:

**Sonar Labs, Inc.**  
hello@sonar-labs.com

**Stadium League Co**  
ameer@hvndtek.com

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