

Playsquare s.r.o. Terms of Use

These Terms of Use are a legally binding agreement between you and the legal entity Playsquare s.r.o., with registered office at Pražákova 1008/69, Štýřice, 639 00 Brno, Czech Republic, company ID: 17409659, registered at the Brno Regional Court, section: C, insert: 130015, email: info@playsquarestudio.com (“we”, “us”, “our” or “Playsquare s.r.o.”).

Acceptance of these Terms of Use

By installing, accessing and/or playing our games or interacting with our services you agree to these Terms of Use (the “Terms”). If you do not agree to these Terms, please uninstall or do not install, access or play our games or use our services.

Introduction

These Terms sets out the terms and conditions that apply to all of the games we have developed, whether played on mobile devices or other platforms, and our related a products or services (the “Services”).

Any references to a “EULA” or “End User License Agreement” in our Services shall be deemed to refer to these Terms.

License

Our software is licensed, not sold, to you under these Terms. Subject to your strict compliance with these Terms, including the Rules of Conduct below, we grant you a personal, limited, nontransferable, revocable and non-exclusive license to: (a) use our Services for your own personal use; and (b) make and publicly display audiovisual footage of you using our Services (“Your Streaming Footage”) on online video streaming and social networking services. We reserve any rights in our Services not explicitly granted to you under these Terms.

Content and UGC

Our Services include Content. We use the term **Content** to mean all materials, information, technology, software and other content available through our Services, including trademarks, logos, visual interfaces, images, illustrations, designs, compilations, articles, advertisements, software, computer code, services, text, pictures, photos, audio clips and video clips, and the selection and arrangement thereof. Content also includes user-generated Content (“UGC”), which means Content contributed by users of our Services including user display names and profiles. All Content is and will remain the exclusive property of Playsquare s.r.o. or its licensors, and is protected by copyright, trademark, trade secret, intellectual property and other laws.

When you contribute UGC to the Services, you:

1. represent, warrant and agree that you have all necessary rights and authorizations to publish through our Services or share with us such Content and grant the rights that you grant herein;
2. grant to us and our licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works of, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now

known or hereafter devised, without notice, payment or attribution of any kind to you or any third party;

3. grant all other users who can access and use your UGC on our Services the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through our Services without further notice, attribution or compensation to you;
4. waive any moral rights and rights of publicity and privacy you may have in such UGC, to the fullest extent permitted by applicable laws; and
5. agree that you are solely responsible for the UGC that you contribute.

You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, these Terms, or a third party's right of privacy or right of publicity. We may remove, edit or disable UGC at our sole and absolute discretion. We do not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. We may, but are not obliged to, pre-screen UGC before displaying it on our Services. We do not endorse any UGC available on our Services.

Virtual Features

Our Services include Virtual Features. We use the term **Virtual Features** to mean rights that we license to you to access or use certain features that we may make available on our Services. Examples of Virtual Features may include access to digital or unlockable Content, additional or enhanced functionality (including multiplayer services), virtual assets, in-game achievements, and virtual points, coins and currencies. When you sign up or pay for Virtual Features, we grant you a personal, limited, non-transferable, revocable and non-exclusive license to access the selected Virtual Features. Virtual Features have no monetary value and no value outside of our Services. You cannot sell, trade or transfer Virtual Features, or exchange them for cash. Any payment you make for access to a Virtual Feature is non-refundable unless otherwise stated.

Updates, Online Server Support and Interruptions

We may, by automatic update or otherwise, change, modify or update Services, Content or Virtual Features at our sole discretion. For example, we may need to update or reset certain parameters to balance game play and usage of our Services. These updates or resets may cause you setbacks within the relevant game world and may affect your gameplay and Virtual Features under your control. If our Services use online servers, we make no commitment to continue to make those servers available, and may terminate online features at any time.

We reserve the right to interrupt our Services from time to time on a regularly scheduled basis or otherwise with or without prior notice to perform maintenance on our Services. You acknowledge that we may interrupt, suspend or terminate our Services for unforeseen circumstances or causes beyond our control, and we cannot guarantee that you will be able to access our Services whenever you may wish to do so. We are not liable to you for any consequences resulting from changes, modifications, updates or interruptions to our Services, or the discontinuation of any Services.

Internet Connection

Some features of our Services may require an internet connection, which you must provide at your expense. You are responsible for all costs and fees charged by your internet service provider related to the download and use of our Services.

Fraud and Cheat Detection

To provide users with a positive, fair, and competitive experience on the Services, we may use certain software, tools, and technologies (“**Fraud and Cheat Detection**”) to detect and prevent programs, methods, or other processes that (i) are used for hacking, account stealing, or other unauthorized or fraudulent activity on the Services (“**Fraud**”) or (ii) give you or other users a competitive advantage within the Services (“**Cheats**”), including bots, hacks, add-ons, malware, scripts, and mods not expressly authorized by us. You will not:

1. use or encourage the use of Cheats;
2. engage in or encourage others to engage in Fraud;
3. reverse engineer, decompile, hack or otherwise maliciously interact with the software used for the Services for the purposes of engaging in or encouraging others to engage in Fraud or Cheats;
4. develop, market, offer, sell, distribute, support or otherwise make available any Cheats; or
5. attempt to tamper with, modify, disable, disrupt, or circumvent any software, tools or technologies used to detect and prevent Fraud or Cheats.

Fraud and Cheat Detection software may also be installed during your installation of our software. If you do not agree to install the Fraud and Cheat Detection software or at any time remove or disable the Fraud and Cheat Detection software, the license to the Services granted to you automatically terminates and you may not use the Services. The Services or the Fraud and Cheat Detection software may collect and transmit details about your account, gameplay, and potentially unauthorized programs or processes in connection with Fraud and Cheat Detection. If Fraud or Cheats are identified, you agree that we may exercise any or all of its rights under these Terms.

Rules of Conduct

You shall not, and shall not attempt to, do any of the following:

1. use or allow the use of our Services for any purpose or activity that is illegal, unlawful or not expressly authorized under these Terms;
2. sell, rent, lease, share or provide access to your account for the Services to anyone else, or use another user’s account;
3. modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of our Services;
4. reverse engineer or attempt to extract or otherwise use source code or other data from our Services;
5. use our Services to build a service or game that would compete with our Services or assist another person in building a service or game that would compete with our Services;
6. remove any proprietary, copyright, trade secret or warning legend from our Services;
7. make or publicly display Your Streaming Footage where such footage: (a) misrepresents our identity, the names, features or functionality of our Services, or the legal rights or obligations

that anyone has in regards to the Services; or (b) adversely affects our rights in an unfair or illegal manner;

8. damage, disrupt, impair, or interfere with our Services, any server, network or system used to support or provide our Services, any person's property, or another user's use or enjoyment of our Services, such as by engaging in denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files or time bombs;
9. probe, scan or test the vulnerability of our Services, or circumvent or breach the security or authentication measures of our Services;
10. harass, threaten, bully, embarrass, spam or do anything else to another user of our Services that is unwanted, such as repeatedly sending unwanted messages or making insults, personal attacks or statements about people based on their race, sexual orientation, religion, nationality, or any other aspect;
11. contribute UGC or organize or participate in any activity or group via our Services that is inappropriate, abusive, harassing, profane, threatening, hateful, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, or is otherwise objectionable;
12. publish, post, upload or distribute UGC that is illegal or that you do not have permission to freely distribute, or which we determine is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, privacyinvasive, vulgar, offensive, indecent or unlawful;
13. post or transmit a message for any purpose other than personal communication. Prohibited messages include advertising, spam, chain letters, pyramid schemes and other types of solicitation or commercial activities;
14. impersonate another person or falsely imply that you are one of our employees or representatives;
15. improperly use in-game support or complaint buttons or make false reports to us;
16. use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the Content, navigational structure or presentation of our Services;
17. harvest, phish for, or collect any kind of private information of other users of our Services, such as passwords;
18. modify any file or any other part of our Service that we do not specifically authorize you to modify.
19. use or distribute counterfeit software or Content associated with our Services, including Virtual Features;
20. attempt to use our Services on or through any service that we do not control or authorize.
21. sell, buy, trade or otherwise transfer or offer to transfer your account, any personal access to our Services, or any Content associated with your account, including Virtual Features, either

within our Services or on a third-party website, or in connection with any out-of-game transaction;

22. use our Services in a jurisdiction in which we are prohibited from offering such services under applicable export control laws;
23. engage in any other activity that significantly disturbs the peaceful, fair and respectful gaming environment of our Services;
24. use information about users publicly available in any of our Services (e.g., on a leaderboard) for any purpose unrelated to our Services, including to attempt to identify such users in the real world;
25. transfer any of our Services to a foreign national, or national destination, that is prohibited by U.S. and other export control laws; or
26. promote, encourage or take part in any prohibited activity described above.

Some of our Services may post additional rules that apply to your conduct on those services.

If you encounter another user who is violating any of these rules, please report this activity to us using our support page here . We will review the report and may, at our sole and absolute discretion, take action against anyone who violates our Rules of Conduct, such as by temporarily or permanently revoking access to certain or all of our Services and terminating their account. We may also take such actions, at our sole discretion, in respect of anyone who knowingly submits a false report in bad faith.

We may, but are not obliged to, monitor or record online activity or Content on our Services at our sole and absolute discretion.

Notice and Copyright Infringement Claims

In accordance with the Digital Millennium Copyright Act (“**DMCA**”) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances as determined by us, users or account holders who are deemed to be repeat infringers of the copyrights of others. We may also at its sole discretion limit access to the Services and/or update, transfer, suspend, or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that your work has been used in the Services in a way that constitutes copyright infringement, please submit a notice of alleged infringement (“**DMCA Notice**”) to us as follows: info@playsquarestudio.com.

Termination

These Terms are effective until terminated by you or us. You may terminate these Terms by deleting all copies of the software and no longer using any of our Services. We may suspend or terminate your account and your use of any of our Services at our sole discretion, including where we consider that your use of our Services breaches these Terms or applicable law, or where we choose not to continue providing any Service to any person for any reason. If we take any action described in this Section, any license you may have under these Terms will terminate and, to the fullest extent permitted by applicable law, you will not be entitled to a refund, credit or any other reimbursement for any payments you made for any Services, including any Virtual Features. Our exercise of any of our rights under these Terms shall not prejudice any remedies to which we may be entitled under law or equity.

Privacy

You acknowledge that you have read and agree to the Playsquare s.r.o. Privacy Policy applying to our software applications.

Third-Party Content

The Services may contain links to third-party websites or services that are not owned or controlled by us. Additionally, the Services may allow you to interact directly with third-party services without leaving our Platform.

We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

We reserve the right to terminate or suspend access to these third-party services immediately, without prior notice or liability, for any reason whatsoever.

We shall not be liable for the actions, inactions, or any activity performed by a third party who decided to use/integrate the Services.

Under no circumstances should we be considered liable or a party to any business relationship/Agreement concluded between any person and the third party providing services in connection with our Services, even those services, the third party is promoted or displayed on our services.

Billing and Payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address provided at the time the order was made.

Disclaimers

To the maximum extent permitted by applicable law, we provide our services “as is”, “with all faults”, “as available” and without warranty or condition of any kind. You use our services at your own risk. Playsquare s.r.o. and its respective affiliates and subsidiaries, and all of their respective employees, officers, directors, representatives, agents, assigns, successors, shareholders, partners and suppliers

(“**Provider Parties**”) hereby disclaim all warranties and conditions, express, implied, statutory, or otherwise.

Without limiting the foregoing, we give no express, implied or statutory warranties or conditions, including implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, noninfringement of third party rights, or warranties or conditions arising from a course of dealing, usage or practice. We do not warrant or condition against interference with your enjoyment of our services; that our services will meet your requirements; that operation of our services will be uninterrupted, secure, available at any particular time or location, or free from errors, bugs, corruption, loss, interference, hacking, viruses or other harmful components; or that our services will interoperate or be compatible with any other software.

Limitations of Liability

To the maximum extent permitted by applicable law, in no event shall any Provider Party be liable for any indirect, incidental, special, consequential or punitive damages, including for loss of profits, data, use, goodwill, or other intangible losses, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages.

Without limiting the foregoing, you expressly agree that you are solely responsible for any damages or losses resulting from:

1. Your access to or use of or inability to access or use our services;
2. Any conduct or content of any third party using our services;
3. Any content obtained from our services;
4. Any use or non-use of your streaming footage; or
5. Unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Further, to the maximum extent permitted by applicable law, the Provider Parties’ aggregate liability will not exceed the total amounts you have paid (if any) for the services under these terms during the twelve (12) months immediately preceding the events giving rise to such liability.

If unforeseen events beyond your or our control take place, then neither of us will be liable to the other for any obligations which cannot be performed.

Indemnification

This section only applies to the extent allowed by the laws of your jurisdiction. If the laws of your jurisdiction do not allow you to enter into the indemnification obligation below, then you assume, to the extent permitted by the laws of your jurisdiction, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs, and expert witnesses’ fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify, pay the defense costs of, and hold harmless the Provider Parties from and against any and all claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorney and expert witness fees) arising out of or in connection with (i) any claim that, if true, would constitute your breach of these Terms or your negligence, (ii) any act or omission by you in using the Services, or (iii) your UGC. You agree to

reimburse the Provider Parties on demand for any defense costs incurred by the Provider Parties and any payments made or loss suffered by the Provider Parties, whether in a court judgment or settlement, based on any matter covered by this section.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the Czech Republic. For any claims and disputes exclusive jurisdiction for any claim or action arising out of or relating to these Terms or our Services shall be the courts of the Czech Republic, and you expressly consent to the exercise of jurisdiction of such courts.

Dispute Resolution

By accepting these terms, you and we expressly waive the right to a trial by jury and the right to participate in a class action in all applicable jurisdictions.

You and we shall first attempt to resolve any dispute informally for at least 30 days before initiating a court dispute. The informal negotiations commence upon receipt of written notice from one person to the other ("**Notice of Dispute**"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. We will send our Notice of Dispute to your billing or email address. You will send your Notice of Dispute to info@playsquarestudio.com.

Amendments

Only we may amend these Terms. You should review these Terms regularly to take notice of any amendments. Your continued use of our Services after their effective date means you accept such amendments. If you do not agree to the amended Agreement, immediately stop using our Services.

Assignment

We reserve the right to assign these Terms to another party without notice to you, to the extent permitted by applicable law. You may not sublicense, assign, transfer or delegate any of your rights or obligations under these Terms to any third party without our prior written consent. Any attempted sublicense, assignment, transfer or delegation in violation of this article shall be absolutely void.

General Terms

Any use of the words "include", "includes" or "including" in these Terms shall be interpreted to include "but not limited to" after them. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, together with any other of our terms that govern your use of our Services, constitutes the entire agreement between you and us. As a consumer, you may have rights under applicable local laws that cannot be excluded, limited or changed. Those rights take priority over anything in these Terms.

How to contact us

Playsquare s.r.o. registered office: Pražákova 1008/69, Štýřice, 639 00
Brno, Czech Republic company ID: 17409659

registered at the Brno Regional Court, section: C, insert: 130015 email:
info@playsquarestudio.com