

English



End User License Agreement

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1. A few important notices—arbitration, refunds, class actions and damages

US residents - We want to be super upfront about three important things: First, by using our services you are agreeing to arbitrate almost all disputes rather than have them heard in a court of law or by a jury. Second, if you are in the US you are agreeing not to participate in a class action lawsuit against us. Third, unless otherwise stated herein and to the extent allowed by law, all purchases are non-refundable.

IMPORTANT NOTICE REGARDING ARBITRATION FOR US RESIDENTS: WHEN YOU AGREE TO THIS EULA YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTIONS 22 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. THIS EULA ALSO INCLUDES A WAIVER OF RIGHTS BY YOU TO BRING A CLASS ACTION AGAINST US AND A LIMITATION ON DAMAGES THAT YOU CAN COLLECT FROM US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE PROVISIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL, COPY, OR USE OUR SERVICES. WE DO NOT NORMALLY OFFER REFUNDS, EXCEPT WHERE EXPRESSLY AUTHORIZED BY US (SEE SECTION 10 FOR EXCEPTIONS), OR WHERE REFUNDS ARE REQUIRED UNDER LOCAL LAW.

OUR EULA MAY ALSO CONTAIN COUNTRY-SPECIFIC ADDENDA THAT APPLY TO YOU BASED ON THE JURISDICTION IN WHICH YOU RESIDE. To see additional terms applicable to you (which constitute part of this agreement and may supersede these terms), please check the country-specific language on the EULA website.

2. What is this document? When can I play?

This is the agreement between you and us for our services you download or access, whether that’s a game, something that supports the game, or something else. You can only use these things once you agree to these terms.

You are now reading our End User License Agreement (“**EULA**”) which is a legal agreement between you and Proxima Beta Pte. Limited (“**we**”, “**us**”, “**our**”, as appropriate) regarding the Services you use from us. “**Services**” mean collectively, and sometimes individually, the following: (a) each of our Games, and (b) any websites, software or other services we provide with or in support of the Game, whether or not they are installed or used on a computer, console, or a mobile device. “**Game**” means our game that you download and access that is subject to this EULA, regardless of where you download and/or access it, and any documentation, software, updates, Virtual Goods and Content (each defined below) included in it.

We’ve tried to be straightforward in this EULA, and if you have any questions feel free to send us a note at help@nikke-en.com (our “**Support Email Address**”). You’ll notice that we added some text in italics throughout the EULA to make it easier to read; however, this text is provided for guidance only, and does not form part of the EULA.

3. Defined Terms

You’ll notice some capitalized terms in this EULA. They’re called “defined terms,” and we use them so we don’t have to repeat the same language again and again, and to make sure that the use of these terms is consistent throughout the EULA. We’ve included the defined terms throughout because we want it to be easy for you to read them in context.

4. Additional Terms

Some Services may be available (or only available) through accessing (or downloading from) a third-party platform or store, including but not limited to, Facebook, the Epic Games Store, Steam game platform, the Google Play Store and Apple App Store (each, an “**App Store**”). Your use of the Services is also governed by any applicable agreements you have with any App Store (the “**App Store Agreement(s)**”). In the event of a conflict between any other App Store Agreement(s) from which you acquire one of our Games and this EULA with respect to your use of the Services, this EULA will take priority.

The collection of information from you and related to the Services (whether obtained through an App Store or not) is governed by our Privacy Policy at <https://nikke-en.com/privacypolicy>. Our Privacy Policy explains how we collect, use, and disclose information that we collect from and about you.

5. Eligibility and Registration

The Services we offer have certain age restrictions. Others may require an outside account. When you give us information, you need to make sure it stays up to date. Also, don't share your account with others without our permission.

(a) Age. To create a Game Account (as defined below) and access some of our Services, you must be at least the minimum age for consenting to personal data collection under the law in your jurisdiction. If you are between the minimum age for personal data collection and age of majority in your jurisdiction, your parent or guardian must review this EULA and accept it on your behalf. Parents and guardians are responsible for the acts of their children under 18 years of age when using our Services.

We may allow a minor under the minimum age for personal data collection to register for certain Services with the verified consent of a parent or legal guardian. The parent/legal guardian may be asked to provide additional documentation or perform additional actions as part of the verification and approval process as consistent with applicable law. We recommend that parents and guardians familiarize themselves with parental controls on the devices they provide their child.

(b) Account Creation. To access parts of a Game, you may need to create an in-game account (your “**Game Account**”). Your Game Account, if applicable, is separate from any account you may have with any App Store (your “**App Store Account**”). You may be able to create your Game Account using an existing account you have with us or your email address. To the extent you create your Game Account through the use of a third-party account (for example, your account with Facebook or Google), we may access certain personal information that this third party provides to us such as your email address and name to help create your Game Account. Further information about use of third-party accounts is provided in the Privacy Policy at <https://nikke-en.com/privacypolicy>. Please note that you may also be able to play the Game without creating a Game Account, but you may not be able to access certain parts of the Game, and your Game data may be deleted if you uninstall or otherwise delete the Game.

(c) Keep Your Information Current. It's important that you provide us with accurate, complete and up-to-date information for your Game Account and you agree to update such information to keep it that way. If you don't, we may suspend or terminate your Game Account. You agree that you will not disclose your Game Account password to anyone and will notify us immediately of any unauthorized use of your Game Account. You are responsible for all activities that occur under your Game Account, whether or not you know about them. If you believe that your Game Account is no longer secure, then you must immediately notify us at our Support Email Address.

(d) No Account Sharing. You may not sell, resell, rent, lease, share or provide access to your Game Account to anyone else. We reserve all available legal rights and remedies to prevent unauthorized use of

our Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

(e) No False Accounts. You may not create a Game Account for anyone else or create a Game Account in a name other than your own.

6. License and Use of the Services

As long as you agree to this EULA (and as long as the EULA isn't terminated—see Section 21), we grant you permission to access and use our Services. If you break the rules or can't agree, we can't let you play. Please ensure your system and devices meet the minimum requirements for the Game. Also, if you suffer from an epileptic condition, please talk to a doctor before playing the Game.

(a) License Grant. So long as you comply with this EULA and, as applicable, the App Store Agreement(s), we grant you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to (i) download and install the Game on the device permitted by the App Store Agreement(s) (if applicable), and (ii) access and use the Services, including any Content, for your personal entertainment purposes leveraging only the functionality of the Game and Services. We and our licensors reserve all rights not granted to you in this EULA. **"Content"** means all artwork, titles, themes, objects, characters, names, dialogue, catch phrases, stories, animation, concepts, sounds, audio-visual effects, methods of operation, musical compositions, Virtual Goods (defined in Section 9) and any other content within the Services. Content also includes anything generated, created, or that is otherwise developed within the Services by any user (including you) as a result of interaction with the functionality of the Services. We also grant you a limited license to make gameplay videos for certain Games, specified on the Services provided that you agree that all such gameplay video activity is subject to your agreement to and pursuant to our Streaming Policy in Schedule C-1. We may, in our sole discretion, remove, edit or disable any Content for any reason.

(b) Content You Create Outside the Services. **"User Content"** means any Content that you (or other Game Account holders) create or obtain outside the Services that you or another user makes available within the Services. To be clear, if Content is created within the Services, it is not User Content; only Content created or obtained from outside the Services that a user then makes available within the Services is User Content. By making any User Content available through the Services you hereby grant to us the following license: a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services and Content to you and to other users of the Services. Except to the extent prohibited by law, you waive the benefit of any "moral rights" or "droit moral" or similar rights in any country to any User Content. We may, in our sole discretion, remove, edit or disable any User Content at any time and for any reason, including if we determine that the User Content violates this EULA. We do not assume any responsibility or liability for User Content, for removing it, or not removing it or other Content. We do not pre-screen or review any User Content and do not approve or endorse any User Content that may be available on the Services or our other services.

(c) Service Limits Based on Where You Live. We may restrict, modify, or limit your access to and use of certain Content, Virtual Goods, an entire Game, or any or all of the Services depending on the territory in which you are located. Without limiting the foregoing, Content, Virtual Goods, entire Games, or the Services may not be available (in whole or in part) where you are located or may only be available in a modified version, if they do not comply with the laws which apply in your country.

(d) **Retail Purchase.** We may offer codes or product keys that can be activated in a Game or used to activate a Game on the App Store. Subject to foreign exchange control regulations applicable in your jurisdiction, such codes or keys must be purchased (or otherwise obtained legally) through us or one of our authorized retailers to be valid. If you purchase such a code or key from a third party, that third party is responsible for addressing any issues you have with these codes or keys. Subject to applicable law, we will have no responsibility for these codes or keys purchased from any third party or if any purchase occurred in breach with any applicable foreign exchange control regulations.

(e) **Minimum Requirements.** The Game may have minimum requirements for the devices and systems on which you wish to play the Game. We may publish these minimum requirements on the applicable website and/or otherwise notify you in writing. For an optimal experience, please ensure that your devices and systems will meet these requirements before playing the Game.

(f) **Seizure Warning.** The Game may contain flashing lights, images, and other luminous stimulations which may induce epileptic seizures in certain individuals. If you or anyone in your household has an epileptic condition, please consult your doctor before playing any Game. If you experience dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions while playing, please immediately discontinue playing the Game and consult your doctor.

7. Player Conduct

We strive to make all of our players and users feel safe and welcome when using our Services and playing our games and we want everyone to play by the same rules. So, if you use our Services as intended, without cheating, being abusive, disruptive or disrespectful, or being unfair, you are probably in the clear, but please read all of the terms of this EULA carefully to be sure.

You agree not to do any of the following with respect to the Services, as determined by us, as applicable:

- (a) use them commercially, for a promotional purpose, or for the benefit of any third party or in any manner not permitted by this EULA;
- (b) use, or provide, any unauthorized third-party programs that intercept, emulate, or redirect any communication between the Services and us or that collect information about the Game;
- (c) use, or provide ancillary offerings to anyone, that are not offered within the Services by us (or the functionality of the App Store), such as hosting, “leveling” services, mirroring our servers, matchmaking, emulation, communication redirects, mods, hacks, cheats, bots (or any other automated control), trainers and automation programs that interact with the Services in any way, tunneling, third party program add-ons, and any interference with online or network play;
- (d) access or use them on more than one device at a time;
- (e) copy, reproduce, distribute, display, mirror, frame or use them (or any of our other materials, intellectual property, or proprietary information) in a way that is not expressly authorized in this EULA;
- (f) sell, rent, lease, license, distribute, or otherwise transfer the Services, Game or any Content, including, without limitation, Virtual Goods or Game Currency, including participating in or operating so called “secondary markets” for Virtual Goods, Game Currency or Content;
- (g) attempt to reverse engineer (except as otherwise permitted by applicable local law), derive

source code from, modify, adapt, translate, datamine, decompile, or disassemble or make derivative works based upon the Services or any Content;

(h) remove, disable, circumvent, or modify any technological measure we implement to protect them or any of their associated intellectual property;

(i) create, develop, distribute, or use any unauthorized software programs to gain advantage in any online or other game modes or otherwise Cheat (as defined below);

(j) attempt to probe, scan or test its vulnerability or breach any security or authentication measures;

(k) access, tamper with, or use non-public areas of the Services;

(l) trespass, or attempt to gain access to a property or location where you do not have permission to be or engage in any activity that may result in injury, death, property damage, nuisance or other liability;

(m) upload, publish, submit or transmit any User Content, create a user name or account name, or otherwise engage in any behavior that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, contractual rights, moral rights or other intellectual property rights, or rights of publicity or privacy, or any other rights of third parties; (ii) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is grossly harmful, racially or ethnically objectionable, disparaging, blasphemous, libelous, defamatory, obscene, pornographic, paedophilic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent, bullying, or threatening or promotes violence, money laundering or gambling, terrorism, or actions that are threatening or disrespectful to any person or entity; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities or substances;

(n) engage in any behavior that: (i) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (ii) is fraudulent, false, misleading or deceptive, including "trolling;" (iii) is defamatory, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is disruptive to the Game, App, its users or user community, is violent, bullying, or threatening or promotes violence, terrorism, or actions that are threatening or disrespectful to any person or entity; or (vi) promotes illegal or harmful activities or substances;

(o) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services or any of its users;

(p) collect or store any information that could be used to identify an individual, either itself or combined with other information, from the Services from other users of the Services without their express permission;

(q) behave in a manner which is detrimental to the enjoyment of the Services by other users as intended by us, in our sole judgment, including, without limitation, harassment, use of abusive or offensive language, game abandonment, game sabotage, spamming, behaving in a disruptive manner, social engineering, or scamming, or contrary to public morals or public policy;

(r) impersonate or misrepresent your affiliation with any person or entity, or deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(s) use IP proxying or other methods to disguise the place of your residence, whether to circumvent

geographical restrictions on the Services or for any other purpose;

- (t) play on another person's Game Account to "boost" that Game Account's status, level or rank;
- (u) use the Services in any way that would affect us adversely or reflect negatively on us or the Services or discourage any person from using all or any portion of the features of the Services;
- (v) encourage, promote, take part in or enable anyone else to do any of the foregoing; or
- (w) violate any applicable law or regulation.

If you encounter another user who is violating any of these rules, please report this activity to us using the "Report Abuse" function in the relevant Game or part of the Service, if available, or contact us at help@nikke-en.com.

8. Ownership of the Services

Our Service including our Content and Games is owned by us or our licensors. Our Services may let you upload, post and store photos and other content that you own. You retain your ownership of this content, to which we take a license.

We and our affiliates and licensors own all title, ownership and intellectual property rights in the Services. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. You understand and agree that you have no ownership interest in the Services or any Games or Content therein. The Services (and particularly our Games) may have built-in mechanisms designed to prevent granting one user an unfair advantage over other users (these actions are "Cheating" and the software is the "Cheat Detection Software"). We may add or update our Cheat Detection Software periodically as we may require in our sole discretion. The Services and/or the Cheat Detection Software may collect and transmit details about your Game Account, gameplay, and unauthorized programs or processes in connection with Cheating, subject to our Privacy Policy and applicable law. In the event that we in our sole discretion conclude that you are Cheating, you agree that we may exercise any or all of our rights under this EULA, including termination of this EULA and your access to our Services. In addition, if you Cheat in one Game or Service, we may terminate your license to use all of our Games and Services.

Although we are not obligated to monitor access to or use of the Services or to review or edit any Content, we have the right to do so for the purpose of operating and publishing the Services, to ensure compliance with this EULA, to protect the health or safety of anyone that we believe may be threatened, to protect our legal rights and remedies, to report a crime or offensive behavior, or to comply with applicable law. We may (but don't have to) remove or disable access to any Content, at any time and without notice. We may (but don't have to) investigate violations of this EULA or conduct that affects the Services.

9. Virtual Goods and Game Currency

We may offer you some cool features in our games for which you must pay. We need special permission to charge your payment method. These features are owned by us.

- (a) Purchasing or Obtaining Virtual Goods and Game Currency. Subject to applicable foreign exchange control regulations in your jurisdiction, we may offer certain upgrades and options within our Games that you can buy with real world currency, including, but not limited to, in-game currency where permitted under applicable law ("**Game Currency**"), character skins, mounts and vehicles, digital cards, experience boosts, gear and other customizations for your in-Game characters, and other such digital add-on items

that may improve your Game experience in some way (“**Virtual Goods**”). Except as otherwise communicated to you within the functionality of the Game, Game Currency and Virtual Goods are not transferable from one Game to another. You may also be able to obtain certain Virtual Goods and Game Currency without making a purchase, such as an in-Game award. When you purchase Game Currency, Virtual Goods, or a Game itself (each, a “**Transaction**”), your purchase will be made through the functionality available through the App Store or other platforms we make available to you. Prior to making a Transaction, you should make sure you fully understand the agreement that covers your Transaction, whether that agreement is an App Store Agreement or another payment platform agreement (like our WeGame Platform or a third-party payment processor’s terms). There may be limits to the quantity and number of times you can purchase Virtual Goods, Game Currency, or other aspects of your Transaction. For example, there may be a maximum amount of Game Currency you are able to hold (in-Game) or purchase at a given time, or a maximum number of Transactions you may make per day; these additional restrictions may be communicated to you via the functionality of the Services. We may, from time to time, modify, amend, or supplement our fees, billing methods and terms applicable to Game Currency, Virtual Goods or to any purchases, and post those changes in this EULA, in separate terms and conditions or in other terms or agreements posted on the applicable website or as part of the Game or otherwise provided to you by us. Except where prohibited by law in your jurisdiction, such modifications, amendments, supplements or terms shall be effective immediately upon posting and shall be incorporated by reference into this EULA. If any change is unacceptable to you, you may terminate the use of your Game Account at any time.

(b) Your License to Virtual Goods and Game Currency. Virtual Goods and Game Currency are digital items and your use of them is governed by this EULA and the App Store Agreement(s). VIRTUAL GOODS AND GAME CURRENCY HAVE NO MONETARY VALUE AND CANNOT BE REDEEMED FOR CASH. VIRTUAL GOODS AND GAME CURRENCY ARE NON-TRANSFERABLE AND NON-TRADABLE, IN WHOLE OR PART, AND ARE NOT PROVIDED FOR INVESTMENT PURPOSES. Virtual Goods and Game Currency are licensed, not sold. Provided you comply with the terms of this EULA and the App Store Agreement(s), we grant you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to use any Virtual Goods or Game Currency you gain access to, whether purchased or otherwise obtained, solely in connection with your use of the Game in question and within the Game (unless we otherwise communicate to you that you may use them in multiple Games) and for no other purpose. Unless, expressly permitted by us in a specific Game, you may not trade any such Virtual Good or Game Currency with others. We may cancel, revoke, or otherwise prevent the use of Virtual Good or Game Currency if we suspect any unauthorized or fraudulent activity, and/or to correct any erroneous application of any Virtual Goods or Game Currency to your Account.

(c) Changes to Game Currency and Virtual Goods. Except as otherwise prohibited by applicable law, we, in our sole discretion, may modify, substitute, replace, suspend, cancel or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods, without notice or liability to you, such as if we need to temporarily suspend the Game to make updates, have an emergency that requires us to disable our Services, or if we need to ultimately shut a Game down for economic or other reasons due to a limited number of users continuing to make use of the online Service over time. YOU AGREE THAT YOU WON’T ASSERT OR BRING ANY CLAIM AGAINST US, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS (THE “**COMPANY PARTIES**”) RELATING TO (A) A CLAIM THAT YOU HAVE A PROPRIETARY INTEREST IN ANY GAME CURRENCY OR VIRTUAL GOODS; OR (B) A CLAIM FOR AN ALLEGED MONETARY VALUE OF GAME CURRENCY OR VIRTUAL GOODS LOST UPON (I) DELETION OR SUSPENSION OF YOUR ACCOUNT, (II) ADJUSTMENTS TO THE GAME THAT RESULT IN THE VALUE OF VIRTUAL GOODS OR GAME CURRENCY CHANGING, OR (III) MODIFICATION, TERMINATION OR EXPIRATION OF THIS EULA.

10. Refunds

Subject to applicable law (including as described in each country-specific addendum below), or App Store policy, (i) all Games, Virtual Goods and Game Currency remain our property, have no monetary value and are not

redeemable, refundable, or eligible for any other alternate remedy for any “real world” money or anything of monetary value, unless they are defective, unavailable, or do not perform in accordance with the specifications we provide; (ii) we may revoke your license to such Games, Virtual Goods and/or Game Currency at any time consistent with this EULA without notice or liability to you; and (iii) except where the law in your jurisdiction provides a right of withdrawal that cannot be waived by contract, by purchasing and using any Games, Virtual Goods and/or Game Currency, you hereby waive your right to withdraw from your agreement to purchase the applicable Game, Virtual and/or Game Currency and you agree that you will therefore not be eligible to receive a refund (or any alternative remedy) in relation to such Game, Virtual Good and/or Game Currency. Additionally, you hereby agree that any withdrawal right expires immediately upon purchase and delivery of your Game, Virtual Good and/or Game Currency, unless the law in your jurisdiction provides otherwise. This section does not affect your statutory rights.

11. Beta Testing

From time to time we may offer a beta version of one of our Services (a “Beta”). As the name implies, Betas are not commercial launch versions, are not guaranteed to work properly, and may make other parts of your system not work properly as well. For the license granted to you in Section 6 above to extend to the Beta (meaning, for you to have permission to use the Beta), you acknowledge and agree to the following terms in addition to the rest of this EULA:

(a) We may automatically delete or modify the information stored on your computer related to the Beta for any reason at any time during the duration of the Beta test;

(b) We may terminate the Beta test at any time, which would then render your Beta unplayable or unable to function properly. When we terminate a Beta, you must delete the local Beta instance on your computer and all documents and materials you received from us in connection with the Beta;

(c) Use of a Beta is subject to confidential treatment of that Beta and all elements thereof. “Confidential Information” means any information disclosed by us to you, or accessed or provided by you, in relation to the Beta (including any feedback provided and the Game itself). You agree that you will:

(i) not use any Confidential Information other than as necessary to use the Beta in accordance with this EULA;

(ii) maintain Confidential Information in strict confidence and use the same degree of care to protect it as you use to protect your own confidential information, but in no circumstances less than reasonable care;

(iii) not disclose the Confidential Information to any person or entity other than as permitted by us; and

(iv) not make any public announcements related to Beta or the Service, including publishing or disclosing any information (e.g. screenshots and specifications) relating to the Beta, without our prior written approval, which we may grant or withhold in our sole discretion.

(d) Termination of a Beta by us is not grounds for any kind of refund and your participation in a Beta does not entitle you to any compensation or any free Services, including any Content and Game Currency; and

If and when we release a full (non-Beta) version of the particular Game and we may allow your use of the Game to continue to the full version. If so allowed by us, your continued use of the Game will no longer be subject to this Section 11 but will still be subject to the rest of this EULA.

12. App Store; Console Games

If a Game is made available to you via an App Store, or if you play a Game on a console, then additional terms may apply.

Where a Game is made available to you via an App Store (whether on your mobile device or console) you acknowledge and agree to the terms in Schedule B-1 with respect to such Game.

13. Feedback

We'd love to hear your feedback, good or bad. It helps us improve! But if you give us feedback, we need to be free to use it how we want and without paying you.

We welcome your feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You can submit Feedback by emailing us at help@nikke-en.com or via the functionality of the Services (if available). If you provide us with any Feedback, you hereby grant us the following license: a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, distribute copies of, publicly perform, publicly display and otherwise exploit the Feedback for any purpose and in any country. This license does not lapse or expire even if we do not exercise our rights under this license within a period of one year. If you have rights in the Feedback that cannot be licensed to us under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert those rights. You understand and agree that you are freely giving your Feedback, that we don’t have to use it, and that you will not be compensated in any way for your Feedback. You represent and warrant that you have rights in any Feedback that you provide to us sufficient to grant us and other affected parties the rights described above, including, without limitation, intellectual property rights or rights of publicity or privacy.

In posting such Feedback, you warrant that your feedback is in compliance with this EULA and you will not use obscene or offensive language or submit any material that is, or may potentially be, defamatory, abusive or hateful, an invasion of anyone's privacy, harmful to other users, or in breach of any applicable law.

14. DMCA/Copyright Policy

We respect copyright law and expect our users to do the same. It’s our policy to terminate in appropriate circumstances Game Accounts of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

15. Third-Party Websites and Resources

Outside links are for your convenience, but we can't guarantee them.

The Services 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.

16. Data Charges and Mobile Devices

This is a reminder that you're responsible for any data-related charges that you may incur for using our Services.

You are responsible for all data-related charges that you may incur for using our Services, including, without limitation, mobile, text-messaging, and data charges. You should understand or ask your service provider what charges you may incur before using the Services.

17. Service and EULA Modifications

When we update this EULA, you need to agree to the updated version to keep using our Services. We also need the freedom to update any part of the Services whenever we see fit, so we are letting you know we can do so at any time.

We may (but don't have to) update this EULA at any time whenever we think there is a need. Subject to applicable law, if we do so, you will be prompted to agree to the updated EULA upon your next access to the Services or when the updated EULA is otherwise communicated to you. You must agree to these updates to continue using the Services.

We may provide patches, updates, or upgrades to the Services that must be installed in order for you to continue to use the Services. We may update the Services remotely without notifying you, and you hereby consent to us applying such patches, updates, and upgrades. If your device can prevent automatic updates, you may not be able to access the Services until you manually update the Services yourself on your device. We may modify, suspend, discontinue, substitute, replace, or limit your access to any aspect of the Services at any time. Subject to applicable law, you acknowledge that any character data, game progress, game customization or other data related to your use of any particular Game and other elements unique to the Services may cease to be available to you at any time without notice from us, including, without limitation, after a patch, update, or upgrade is applied by us. You agree that we do not have any maintenance or support obligations with respect to the Services.

Subject to applicable law, we may change the price of the Services, Games, Virtual Goods, Game Currency or Content, at any time, for any reason, without notice or liability to you.

18. Warranty Disclaimers

We don't make any guarantees about the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. The Company Parties make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. The Company Parties make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Services.

19. Limitation of Liability

This section limits what you can recover from us in a dispute.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY PARTIES WILL NOT BE LIABLE IN ANY WAY FOR ANY:

- (a) LOSS OF PROFITS,
- (b) LOST REVENUE,
- (c) LOST SAVINGS,
- (d) LOSS OF DATA, OR
- (e) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES,

ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SERVICES, OR THE DELAY OR INABILITY TO USE OR LACK OF FUNCTIONALITY OF THE SERVICES, EVEN IN THE EVENT OF ONE OF A COMPANY PARTY'S FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE AND EVEN IF THAT COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE COMPANY PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SERVICES WILL NOT EXCEED: (A) THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) OR ARE PAYABLE BY YOU TO US FOR THE PARTICULAR GAME OR SERVICE IN QUESTION DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY; OR (B) IF (A) DOES NOT APPLY, FIFTY DOLLARS (\$50 USD). THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations will apply to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in this EULA will prejudice such rights that you may have as a consumer of the Services.

20. Indemnity

If someone sues us based on your breach of this EULA or your access or use of the Services, you agree to defend us or pay for our defense in that lawsuit.

You agree to indemnify (in other words, compensate for all and any losses incurred), pay the defense costs of, and hold the Company Parties and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees, costs, and expert witnesses' fees) that arise out of or in any way are connected with: (a) your access to or use of the Services; or (b) any claim that, if true, would constitute a breach by you of this EULA. You agree to reimburse us for any payments made or loss suffered by us, whether in a court judgment or settlement, based on any matter covered by this Section 20.

21. Termination

We reserve the right to terminate this EULA as we see fit in accordance with the applicable law. Reasons we may terminate this EULA include, but are not limited to: if we wind down our game offerings in your region, if you violate this EULA, or if the App Store terminates your App Store Account.

To the fullest extent consistent with applicable law, we may suspend, modify or terminate your access to and use of the Services, including any Game, Virtual Goods, and Content, with no liability or notice to you in the event that (a) we cease providing the Game to similarly situated users generally; (b) you breach any terms of this EULA (including the App Store Agreement(s) and our other policies specified in this EULA); (c) the owner of the applicable App Store terminates your App Store Account; or (d) we otherwise deem it necessary to suspend or modify your access to and use of the Services or terminate this EULA in our sole discretion. You may also terminate this EULA by deleting and uninstalling the Game on any and all of your devices or by deleting your App Store Account. A suspension or modification of your access to and use of the Services will result in your inability to access and use some or all features of the Services, as determined by us in our sole discretion. Upon any termination of this EULA, the rights granted to you will automatically terminate, you may no longer exercise any of those rights or this EULA. Subject to applicable law, we may, in our sole discretion, provide continued access to and use of the Services after such termination.

Where required by applicable law, termination of this EULA does not require a court decision to affect termination or a notice served by a court bailiff as a prerequisite to termination.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not this EULA has been terminated.

The following sections will survive termination of this EULA: 8 (first two sentences only), 13, 19, 20, 22 through 25, and this sentence of Section 21.

22. Dispute Resolution and Governing Law – United States

This section only applies if you are accessing, using, or have purchased the Services in the United States.

You agree that any disputes between us will be handled by binding arbitration under California law.

(a) **Governing Law and Forum Choice.** This EULA and any action related thereto, including but not limited to any dispute, controversy, difference, or claim arising out of or relating to this EULA, a Game, or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this EULA, a Game, or the Services (collectively, “**Disputes**”) will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this Section 22, the exclusive jurisdiction for all Disputes (defined below) that you and we are not required to arbitrate will be the state and federal courts located in the Northern District of California, and you and we each waive any objection to jurisdiction and venue in such courts.

US residents—if there is a dispute between us, we agree we’ll resolve it through arbitration (in your home area) instead of through the courts. You are also agreeing not to participate in a class-action lawsuit against us. (This section is long, so we’re providing mini-explanations for each part.)

(b) **Mandatory Arbitration of Disputes.** We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this EULA, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this EULA.

(c) **Location of Arbitration.** If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.

Disputes that qualify for small claims court or relate to the infringement of our intellectual property do not have to be arbitrated.

(d) **Exceptions.** As limited exceptions to Section 22(b) above: (i) we may both seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

The American Arbitration Association’s Consumer Arbitration Rules will apply. Arbitration will be near where you live unless we agree otherwise.

(e) **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this EULA. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Unless your claim is frivolous or for more than \$10,000, we’ll pay the filing, administration, and arbitrator fees. We won’t seek attorney fees from you, but if you win you can seek them from us to the extent allowed by law.

(f) **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Except for Section 22(d), the arbitration may only award injunctive relief for the party seeking injunctive relief, and to the extent necessary to provide that relief. Any public injunctive relief sought must be litigated in a civil court.

(g) **Injunctive and Declaratory Relief.** Except as provided in Section 22(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. You and we agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

You agree not to participate in a class action and only bring claims as an individual. Your dispute can't be combined with other people's claims.

(h) **Class Action Waiver.** **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution (Section 22) shall be null and void.

If a court decides a part of this section is unenforceable, the rest still applies.

(i) **Severability.** With the exception of any of the provisions in Section 22(h) above, if an arbitrator or court of competent jurisdiction decides that any part of this EULA is invalid or unenforceable, the other parts of this EULA will still apply.

23. No Assignment

You cannot transfer or assign this EULA to anyone else.

You may not assign or transfer this EULA, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this EULA, without such consent, will be null and void. Notwithstanding the title of this Section, we may freely assign or transfer this EULA without restriction. Subject to the foregoing, this EULA will bind and inure to the benefit of the parties, their successors and permitted assigns.

24. Miscellaneous

This EULA is our whole agreement (no outside promises). The official version is English. If parts of this EULA don't apply, the rest remains as much as possible. If we don't enforce part of this EULA, it doesn't mean we won't in the future or we won't enforce our other rights. Also, except for App Stores, no one other than you or us can enforce this EULA.

(a) **Entire Agreement.** This EULA and any other document or information referred to in this EULA constitutes the entire and exclusive understanding between you and us regarding the Services and supersede any and all prior oral or written understandings or agreements between you and us regarding the Services.

(b) **Language.** The original language of this EULA is in English; any translations are provided for reference purposes only. To the maximum extent permitted by applicable law, you waive any right you may have under the law of your country to have this EULA written or construed in any other language.

(c) **Severability.** This EULA describes certain legal rights. You may have other rights under the laws of your jurisdiction. This EULA does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. As noted above, limitations and exclusions of warranties and remedies in this EULA may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this EULA are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions will be enforced only to the furthest extent possible under applicable law and, with the exception of any provisions in Section 22(h), the remaining terms of this EULA will remain in full force and effect.

(d) **No Waiver.** Your and our actions or inactions will not create any other rights under this EULA except as what is explicitly written within this EULA. Our failure to enforce any right or provision of this EULA 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 one of our duly authorized representatives. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies under this EULA will be without prejudice to its other remedies under this EULA or otherwise.

(e) **Your Status.** You are not, nor acting on behalf of anyone who is:

- a. subject to sanctions or export restrictions maintained by the United Nations, People's Republic of China, United States (e.g., the Specially Designated Nationals and Blocked Persons List ("SDN List") or the Entity List), the United Nations Security Council, the United Kingdom (including the Consolidated List of Financial Sanctions Targets), the European Union and any Member State thereof (including the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions), or any other list of restricted persons maintained by any authority with jurisdiction

over you (any person so listed being a “**Restricted Person**”);

- b. operating from or located or resident in a country or territory that is the target of comprehensive sanctions (“**Embargoed Territories**”).

(f) General Trade Compliance. In connection with your use of the Services, you will comply with all applicable export controls and economic sanctions laws and regulations of the United Nations, People’s Republic of China, United States, European Union, United Kingdom, and other applicable government authorities (collectively, “**Trade Laws**”). You agree not to engage in any activities in connection with the use of the Services that would violate Trade Laws or that would risk placing us in breach of any Trade Laws. If we have reasons to believe that you are a Restricted Person, are in or a resident of Embargoed Territories, or otherwise engaging in activities that violate Trade Laws or would risk placing us in breach of any Trade Laws, we may, at our sole discretion, take any and all relevant actions, such as requesting you to cease the conduct that violates Trade Laws, disabling or suspending Services, terminating Services with immediate effect, or other remedial actions.

(g) Third-Party Rights. Except as described in Section 12, a person who is not a party to this EULA will have no right under to enforce any of its terms.

25. **Contact Information**

If you have any questions about this EULA or the Game, please contact us at our Support Email Address.

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Schedule B-1: App Store Terms

If you download a Game from the App Store, then notwithstanding anything in this EULA to the contrary, you acknowledge and agree that:

- We, and not the App Store, are solely responsible for the Game.
- The App Store has no obligation to provide any Game maintenance or support.
- If the Game cannot meet its warranties (if any), you may notify the App Store and the App Store will refund you the purchase price of the Game (if applicable) and, to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to the Game. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- The App Store is not responsible for addressing any claims you have or any claims of any third party relating to the Game or your possession and use of the Game, including, without limitation: (i) product liability claims; (ii) any claim that the Game 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 Game or your possession and use of the Game infringes that third party's intellectual property rights, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this EULA.
- The App Store, and its subsidiaries, are third party beneficiaries of this EULA and upon your acceptance of this EULA, the App Store will have the right to enforce this EULA against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third party terms of service or similar agreement when using the Game.

Schedule C-1: Streaming Policy

Introduction.

We hope that you enjoy our games and support your interest in producing game-play videos, whether live or recorded (“**Videos**”), that share your gaming experiences with others, using images, video, sound effects, in-game music or other assets from our games (“**Content**”). Please note however, that in most cases using our Content without our permission is illegal and a violation of our rights. This policy helps inform you of the limited rights we grant you to share your experience with our Content with the public in your Videos.

Your use of our Content in Videos must be limited to non-commercial purposes, except as expressly stated under this Streaming Policy:

You may only use our Content in your Videos for non-commercial uses, except as we expressly state under this Streaming Policy. As such, you may not license your Video which leverages our Content to any company or anyone else for a fee or other form of compensation or for any other commercial use without first receiving our written authorization to do so. Note that we reserve the right to use our own Videos for commercial purposes. Further, any of your Videos that leverage our Content must contain commentary, gameplay, or sufficient originality to make it, in our sole discretion, educational or promotional. Examples of Videos that would NOT qualify under this policy are clips of cut-scenes from games or recordings of a particular game’s soundtrack (without any commentary discussing the cut-scene or soundtrack).

We do however permit you to receive payment based on the following two methods, provided you comply with the other portions of this Streaming Policy:

- Monetization of your Video that leverages our Content through advertisements served by the platform which hosts your Video such as YouTube or Twitch (a “**Platform**”).
- Receiving donations via a donation link posted on your profile or in the Video description on a Platform.

How you may distribute your Video:

Subject to the terms of the applicable EULA and this Streaming Policy, you may create Videos using our Content, and you’re free to distribute such Videos on websites where viewers are permitted to view these Videos without any charge of any kind. We understand that some websites may offer paid services. Provide that the website that hosts these Videos provides a free method to allow viewers to view them, you may distribute the Videos on that website.

What you may not include in your Video that leverages our Content:

You may not include in any Video (nor anywhere linked near or on the same webpage as the Video) any content that is prohibited as User Content under the EULA and the following:

- Anything that could imply that the Video is produced by us or that we endorse you or your Video (unless you have an endorsement relationship with us as covered by a separate written or other agreement);
- Any information related to cheats, hacks, exploits, bugs, or third party programs, including links to any of the foregoing; nor
- Uses of our Content that breach applicable law or are derogatory to us or that, in our discretion, may damage the value, goodwill, or reputation of us, our affiliates, our products, Content, or brands.
- Any behavior or conduct that violates public morals and ethics.

Ratings – keep your Videos appropriate as follows:

Your Video should match the ratings guidelines for the game it relates to and must not in any event contain any content that would violate the “T” rating of the Entertainment Software Rating Board (“**ESRB**”) or the “16” rating of the Pan European Game Information (“**PEGI**”).

Disclosure – you must identify us as the copyright holder of our Content and disclaim our endorsement:

In any Video that leverages our Content that you provide, you must include a prominent disclaimer (either at the beginning of the Video or, if live-streaming, near the Video in a visible font) as follows:

- Portions of the content provided here, including trademarks and copyrights and any other intellectual property rights, are owned or held by Proxima Beta Pte. Limited or its licensor(s) (“PBP”) and all rights in and to the same are reserved by PBP. This content is not official PBP content and is not endorsed or approved by PBP.

Some additional important information:

As solely determined by us, we may terminate your right to host, distribute or otherwise make available a Video that leverages our Content for business or other reasons without notice or liability to you. In such cases, we may (but do not have to) contact you or applicable websites or Platforms regarding terminating such rights to any such Video.