

Terms of Service

PLEASE DO NOT PLAY, USE THIS GAME/SERVICES IF YOU HAVE A HISTORY OF EPILEPSY AS IT MAY CAUSE SEIZURES

Effective from October 17, 2024

These Terms of Service (“Terms”, “Agreement”) constitute a legal agreement between you (“User”, “You”) and DIGITAL VORTEX ENTERTAINMENT LTD, a company incorporated under the laws of the Republic of Cyprus with registered number HE 460715, whose registered office is at Antrea Dimitriou, 5, Flat/Office 302, 1056, Nicosia, Cyprus (“Company”, “We”, “Us”).

These Terms of Service apply to download, access and/or use of our digital content: our games (each - a “Game”, and together - the “Games”), in-game virtual objects and currency, other entertainment content, any respective updates, and our website dedicated to our Games (“Website”).

These Terms of Service also apply to any other services that We may provide in relation to the Games or the Website, such as customer support, operating social media, community channels and other websites (We refer to all our Games and other services collectively as the “Services” in these Terms).

In case You use our Services, You consent that You have read, understood, and agreed to these Terms of Service and that You undertake to comply with its provisions and be responsible in case of their violation.

If You do not consent to these Terms, or any subsequent version of them, You shall cease all access and use of our Services.

We reserve the right to make changes to these Terms. The amendments take effect from the moment of publication, so, please, check regularly whether You are familiar with the latest version. If We decide to amend this Agreement, We will post these changes on this page.

1. Terms and definitions

1.1. Words and phrases used in these Terms of Service have the following meaning unless otherwise expressly specified:

1.1.1. **Acceptance of the Terms of Service** means the actions of the User which demonstrate the User’s consent to be bound by the Terms of the Service and after which the agreement between the User and the Company is deemed to be concluded on the conditions of the Terms.

1.1.2. **Account** means personal section of the Game, to which the User gets access after the registration or logging in. Account is intended for keeping personal data of the User and for managing the accessible options of the Game.

1.1.3. **Application Store(s)** means application stores, including Steam - an online digital distribution service for computer games and software developed and maintained by Valve, located on the Internet at: <https://store.steampowered.com>, via which the User can download the Game Client and purchase In-Game Objects. The Company may further make the Game available in any Application Stores.

- 1.1.4. **Content** means any information materials, including texts, graphics, audio-visual and other materials. The use of the Game grants the User an access to the Content of the Game. The use of the Website gives the User access to the Content of the Website.
- 1.1.5. **Device** means any personal computer or other device, including but not limited, a mobile phone, smartphone, tablet, another device allowing to use the Game in accordance with its functionality.
- 1.1.6. **Game(s)** means set of software, databases, downloadable Game Client software and any respective updates thereof, In-Game Objects and currency, any virtual items and other interactive or entertainment Content in the form of a game, developed and/or published by the Company, intended for installation and use on the Device by Users and accessible via various platform, including, Application Stores, in respect of which You and the Company agreed to enter into this Agreement.
- 1.1.7. **Game Client** means software essential for the use of the Game which is distributed via the Application Store, and that is installed on the Device.
- 1.1.8. **In-Game Objects** mean virtual objects in the Game that include in-game currency, items kits, weapons, etc.
- 1.1.9. **Promo-code** means a certain sequence of symbols that allows to get a certain number of In-Game Objects for free or to get access to a playtest.
- 1.1.10. **User (End User)** means a person who entered into this Agreement with the Company for its own benefit or for the benefit of others due to requirements of the actual legislation and this Agreement.
- 1.1.11. **User Generated Content (“UGC”)** means the Content created by the User(s).

2. The moment of Acceptance of the Terms of Service

- 2.1. The User accepts the Terms by using the Game or accessing the Website. At the moment of Acceptance of the Terms of Service, the Agreement is deemed to be concluded between the User and the Company. In case the User does not agree with the Terms of Service, the User **shall immediately stop** using the Game and delete the Game Client from the Device or **stop** using the Website immediately.
- 2.2. Acceptance of the Terms of Service means that the User confirms that the User has reached the age of 18 years or any other age of majority under Your applicable law. If the User has not reached this age, the Terms of Service may be accepted by the User’s legal guardian, otherwise the User shall stop using the Game and delete the Game Client from the Device or stop using the Website immediately.
- 2.3. **Personal data.** The processing of information provided by the User about himself or herself, or third parties when using the Services, as well as information obtained during such use automatically is carried out by the Company in accordance with the **Privacy Policy** available at https://railgodsofhysterra.com/assets/uploads/privacy_policy.pdf. The Privacy Policy is presented

when the User first accesses the Game and is given a choice to accept it, also it can be accessed at any time within the Game or during the use of the Website.

3. License

- 3.1. Upon Acceptance of the Terms, the Company grants the User a right to use the Games in their current version under the terms of a non-exclusive license on the territory of all countries of the world during the term of the Agreement as well as grants the User access to other Services.
- 3.2. The User **has the right** to use the Games within the limits permitted by the Company, namely:
 - 3.2.1. Reproduce the Game Client by installing it on the Device;
 - 3.2.2. Use the Game for entertainment, non-commercial purposes, for which the User has the right to:
 - 3.2.2.1. Use the software capabilities of the Game to achieve the result determined by the gameplay of the Game;
 - 3.2.2.2. Purchase In-Game Objects for the price set by the Company;
 - 3.2.2.3. Use the Game to participate in e-sports events, provided that the e-sports events are held with the consent of the Company;
 - 3.2.2.4. Use the Game in other ways permitted by the Company in these Terms of Service;
 - 3.2.2.5. Use customer support services.
- 3.3. The User **has the right** to use the Website within the limits permitted by the Company, namely:
 - 3.3.1. Access the Website;
 - 3.3.2. Enjoy the functionality of the Website available to the User;
 - 3.3.3. Leave messages and other data on the Website, if its functionality so allows;
 - 3.3.4. Use customer support services.
- 3.4. The User **has no right** to independently or with the involvement of third parties to:
 - 3.4.1. Copy (reproduce), in any form and method, the computer programs and databases included in the Services, including any of their elements and information, without obtaining the prior written consent of the Company;
 - 3.4.2. Emulate, decompile, disassemble, decrypt, reverse engineer and perform other similar actions with the Services that allow the User to access the source code of the Services or to change it, as well as create software products and / or services using the Services and elements contained therein without obtaining the prior consent of the Company as well as develop, distribute or use "cheat utility" software (allowing to obtain advantages fraudulently);
 - 3.4.3. Delete or in any way modify the trademarks and copyright notices and any other rights included in the Services;

- 3.4.4. Distribute for commercial or non-commercial purposes the Game Client or its copies in any way;
 - 3.4.5. Distribute for commercial or non-commercial purposes In-Game Objects and other intellectual property from the Services without permission of the Company;
 - 3.4.6. Use the Services in ways which are not provided in these Terms of Service and which are beyond the normal gameplay;
 - 3.4.7. Use or copy the Services' titles, characters, texts and audio- and video-materials or any other intellectual property contained in the Services for the purposes other than use of the services in accordance with Clause 3.2 of the Terms of Service.
- 3.5. The rights to use the Services may be provided to the User free of charge. The User also has the right to purchase access to the In-Game Objects. Certain In-Game Objects specified by the Company in the Game itself or otherwise may be available to the User free of charge.

4. The Games' use

- 4.1. The use of the Games is allowed provided that the User consents to the Privacy Policy available at https://railgodsofhysterra.com/assets/uploads/privacy_policy.pdf.
- 4.2. As the Games may have multiplayer features, in order to access the Game's features in full, the User shall have a stable Internet connection. The Company is not liable for any impediments in use of the Games arising out of problems with the Internet connection.
- 4.3. The Company has the right to use various technical means to prevent the User's use of software designed to hack the Game ("cheats", "hacks"). The choice of such technical means is made by the Company independently.
- 4.4. The Company has the right to set limits on the extent and composition of information entered by the User in the Games, as well as provide other technical restrictions on the use of the Game, including setting the rules of the Games' use unilaterally. Users will be notified from time to time about the new restrictions in the form and method chosen by the Company.
- 4.5. The Company waives any responsibility for any consequences of transferring access to the Game or account from one User to another.
- 4.6. The specific game rules, that may be found within the Games, gaming policies, code of conduct, restrictions and guidelines stated herein constitute the Game Rules. The Game Rules may be also presented in the form of tutorials, FAQ section or any other form, and constitute an integral part of these Terms. You agree that You shall comply with them in respect to each individual Game, You choose to access and/or play.
- 4.7. There may be times when our Games or any part of them are not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis. This shall not serve as a basis for the Company's liability in any form.

5. Access to the In-Game Objects

- 5.1. Our Games may include In-Game Objects. To benefit from or use the In-Game Objects in our Games You may first have to reach a certain level or progress to a certain point or (if functionality allows so) purchase them. You do not own In-Game Objects, but instead You purchase a limited revocable license to use them.
- 5.2. You agree that In-Game Objects have no monetary value and can never be exchanged for real money, real goods or real services from Us or anyone else. The Company waives any responsibility for any consequences of exchanging by You In-Game Objects for real money, real goods or real services from the Company or anyone else, unless such exchange is through no fault of Your own.
- 5.3. You are only allowed to obtain In-Game Objects from Us or our authorized partners through the Services, and not in any other way. Transactions of In-Game Objects between the User and other users of the Game are possible only with the consent of the Company. The Company's consent can be expressed in the form of organizing the technical capability and functionality for such transactions within the Game.
- 5.4. Our Games offer a possibility to connect your gameplay to an Account that is linked to your Application Store platform.
- 5.5. We reserve the right to control, regulate, change or remove any In-Game Objects without any liability at any time.
- 5.6. We may revise the pricing for In-Game Objects offered through the Services at any time. We may limit the total amount of In-Game Objects that may be purchased at any one time, and/or limit the total amount of In-Game Objects that may be held in your Account in the aggregate.
- 5.7. Depending on the Application Store that You purchased the Games in, any In-Game Objects may be subject to the Application Stores' terms of service and user agreements. The volume of Your rights with respect to each purchase may differ from item to item. If You are unsure about your rights, You should check with the relevant Application Store or our customer support team before making a purchase. Unless otherwise shown, Content available in any in-game store has the same age rating as the Game.
- 5.8. If You violate these Terms, You may lose any In-Game Objects that You may have and We will not compensate You for this loss or make any refund to you.

6. The payment terms and refunds

- 6.1. The Game may be provided on condition of payment of a fixed sum. The specific model of payment or the absence of such is indicated in the Application Stores and/or in the Games themselves.
- 6.2. User makes payments by transferring money in favor of the Company via Application Store. The Company is not the entity administering the Application Store's monetary transactions. Purchases of the In-Game Objects and refunds are made via Application Store and are subject to the terms of the Application Store. Refunds cannot be made by the Company. In case the User wants to

request a refund for purchase of In-Game Objects, the User can contact the operator of the Application Store.

6.3. Purchase of In-Game Objects is the implementation of the User's own will. All purchases made using the User's Account are considered to be made by the User independently, regardless of who initiated the purchase using the Device.

6.4. **Right to withdraw.** Some Application Stores provide the option to withdraw from any purchase made in such store without giving any reason. Such refund policy may be published among the respective Application Store's terms of use. If You applied to an Application Store and received a refund for purchases made within our Games, We reserve the right to:

- withdraw from your Account the In-Game Objects purchased for the refunded amount.

We may inform You about such withdrawal of In-Game Objects.

YOU DO NOT HAVE A RIGHT TO WITHDRAW FROM A TRANSACTION OR OBTAIN A REFUND ONCE DELIVERY OF DIGITAL CONTENT (e.g. IN-GAME OBJECTS) HAS STARTED, AT THIS POINT YOUR TRANSACTION IS FINAL. YOU THEREFORE EXPRESSLY ACKNOWLEDGE, CONSENT AND AGREE THAT DELIVERY OF THE PURCHASED ITEM COMMENCES AT THE MOMENT THE DIGITAL CONTENT IS ADDED TO AND/OR ENABLED ON YOUR ACCOUNT OR IN THE GAME OR OTHERWISE MADE ACCESSIBLE TO YOU FOR DOWNLOAD OR USE.

7. The Promo-codes use

7.1. The Company may from time to time issue the Promo-codes allowing the User to receive In-Game Objects free of charge.

7.2. After activating the Promo-code, In-Game Objects will become available in the Game. Activation of the Promo-code completely redeems it.

7.3. Promo-codes are valid for a limited period from the date of receipt by the User, specified by the Company or the Company's partners. After the date of expiry, Promo-codes may become invalid for activation and cannot be returned.

7.4. Promo-codes cannot be replenished by the User or exchanged for real money, real goods or real services from Us or anyone else. The Company waives any responsibility for any consequences for obtaining by the User Promo-codes or items from the third party.

7.5. Promo-codes can be activated only for the Game for which they are intended. Promo-codes do not give the User any rights in relation to other Games, software products or Services of the Company.

7.6. To activate Promo-codes effectively, the User may need to update the version of the Game installed on the Device. The Company is not responsible for the cases when the User cannot activate the Promo-Code due to failure to update the version of the Game or comply with other technical conditions for the use of the Game.

7.7. For any problems with Promo-codes activation, please, contact the customer support at support@vortex.game.

8. The Website use

8.1. **Access to the Website.** The Company may put access to the Website or its certain functions under certain conditions, such as registration, enabling the use of necessary “cookie” files, checking the User’s browser for safety reasons. The Company is not liable for User’s inability to access the Website (please see section “Responsibility”).

8.2. **Use of information from the Website.** If the User fulfills all the obligations set forth in these Terms of Service pertaining to the Website, and unless otherwise specified, the User has the right to view, copy, print, and distribute (without modification) the information contained on the Website, if such use of the information is carried out exclusively for informational, non-commercial purposes and subject to the preservation of all copyright, related rights, rights to trademarks, and other notices of the Company’s intellectual property.

The User may not copy or use any software, copyrighted processes, or technologies implemented, or described on the Website. The User may not use the names or logos of the Company without the prior written consent of the Company. The Content of the Website is provided by the Company unless otherwise specified. The Website and its contents are protected by the laws of the Republic of Cyprus. All rights not expressly granted in these Terms of the Service belong to the Company and its licensors. When using the Website, the User must comply with the requirements of applicable law.

9. User Generated Content (“UGC”)

9.1. The Company hereby grants you the right to create, enjoy and make publicly available UGC, for non-commercial purposes. However, You are the creator of and responsible for the UGC that You create, and that UGC shall not contain any material which is unlawful, infringing, inappropriate, or violates any contracts or common sense.

9.2. The Company is not always the owner of the intellectual property for a Game and therefore, we cannot unconditionally allow UGC to all Games. Please contact Us at support@vortex.game if You wonder which Games are affected.

9.3. UGC includes for example chat and forum posts, Game and character customizations, cinematics, scripts and programs, mods, gameplay, music and sound, animations, and other types of works relating to the Services.

9.4. Your rights in your UGC only extend to the new, original content You create as part of Your UGC and do not extend to or grant any rights to the Services or anything created or made available by third parties, or any content made available by the Company through the Services.

9.5. By making Your UGC available, You grant the Company and its affiliates a non-exclusive, royalty-free, sublicensable, irrevocable, and perpetual right to use, develop, reproduce, modify, create derivative works from, distribute, transmit, broadcast, otherwise communicate, publicly

display, publicly perform and otherwise commercialise or exploit Your UGC in any manner or form and in any medium or forum, whether now known or later devised without attribution or compensation to You or any third party. This right shall survive the termination of this Agreement.

- 9.6. Unless otherwise agreed, the creation and publication of UGC are for strictly non-commercial purposes only. The UGC shall be provided for free and be freely available (for example, You may not place your UGC behind a paywall), but You may accept donations for Your time through special services or through sponsorships.
- 9.7. The Company is under no obligation to use, distribute or continue to distribute UGC and We may restrict or remove Your UGC at the Company's sole discretion.
- 9.8. If You encounter content created by another User that you find offensive, We encourage You to report this content at support@vortex.game.

10. Code of conduct

- 10.1. We offer Users a safe experience with our Games and the Website. This is especially important to the Company, as the minors may potentially access the Game or the Website. In order to provide Users with a safe experience, the Company has set the following rules.
- 10.2. A User may only use the Game or the Website for lawful and intended purposes. A User may not use the Games or the Website in a manner that violates any applicable law or regulation.
- 10.3. The following Code of conduct contains a non-exhaustive list of prohibited actions that may lead to an investigation by the Company's employees, as well as termination of the Agreement with the User who violates these rules:
 - 10.3.1. Creation and use of inappropriate username, clan names, avatar, UGC and other in-Game user-nameable item or entity that, for example:
 - contain profanity, sexual references or expressions of a hostile mood on any grounds, condoning extremism, terrorism, fascism, racism, nationalism, child abuse. No name shall refer to any aspect of sexual orientation pertaining to themselves or other Users under any circumstances;
 - have a religious or political connotation or could potentially lead to controversy or disagreement, or
 - is offensive, defamatory, libelous, threatening, abusive, inappropriate, pornographic, or otherwise unlawful;
 - is protected by any applicable copyright laws, trademarks, trade secret or that otherwise infringe the privacy rights, property rights, or any other rights of any person;
 - is an advertisement or solicitation of business, funds, products or services;
 - promote drugs or other illegal substances;
 - contain information discrediting or offending public officials and/or any state symbol;

- contain serial numbers for commercial software products, logins, passwords and other means for obtaining unauthorized access to fee-requiring resources on the Internet;
- contain statements or information containing data that may represent a state or official secret or other confidential information;
- consist of your personal data or personal data of third parties;
- use the character name of another player to falsely represent his or her identity;
- reflect, glorify or emulate any real-world group or organization, historical events, sport team, terrorist society, criminal elements, discriminating organizations, other communities bearing a negative connotation or connection to crimes against humanity, facts of discrimination or segregation by nationality, gender or religious principle or their leaders and figureheads (this includes the use of names of real-world military, political or religious groups, religious figures) etc.

10.3.2. Impersonation of any User or employee or other representative of the Company.

10.3.3. Harassment, threats or intimidation of Users and / or the Company's representatives (i.e. our employees, members of the Game's or the Website's community (moderators, testers, etc.)) through any form of communication (including, for example, through the in-game chat or via voice chat and communication), on any medium in the Games or on the Website. This includes, for example:

- trolling (placing intentionally controversial posts or posts off topic with the intention to provoke other users);
- flaming (constantly insulting others);
- spam (posting meaningless or irrelevant messages, or same or similar messages repeatedly);
- use of language or content that is inappropriate, illegal, dangerous, threatening, offensive, abusive, obscene, vulgar, defamatory, personal, hateful, racist, sexist, ethically offensive, harassing, or any political content.

10.3.4. Using any means not expressly authorized by us to collect or intercept data from other Users within the Game or the Website. This includes, for example:

- phishing (an attempt to obtain from any user personal information);
- doxing (disclosure or other reproduction or provision of personal information of another user to someone);
- online tracking (theft or interception of data by capturing network traffic).

We reserve the right to decide whether any UGC or Your other actions comply with these Terms, and We may at our sole discretion remove such UGC, suspend and/or terminate Agreement with the User in question. These Terms may not cover all inappropriate or disallowed actions. We reserve the right to reject any User's name We conclude, at our sole and absolute discretion, is indecent, obscene, offensive, or that otherwise violates our naming policy or Terms. We reserve the right to examine situations on a case-by-case basis and take whatever action We deem necessary at our sole and absolute discretion. If You see

something that You feel violates our Terms, please report it to our customer support support@vortex.game. Since We are unable to pre-moderate UGC, We do not guarantee the accuracy, quality, or integrity of any UGC communicated via the Services. By using the Services, You acknowledge and accept that You may be exposed to material You might find offensive or objectionable.

Also, the Services may expose You to Content, websites, products and services created or provided by parties other than by the Company (“third-party content”). We do not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement does not apply to that third-party content.

10.4. **Gaming policy.** You agree that your usage of Services should be lawful. Thus, You agree not to use the Services in order to:

- upload or transmit malware, meaning the software which contains viruses, corrupted files or data, or any other similar software or elements that may damage the operation of the Services or interrupt any User’s uninterrupted use and enjoyment of our Games;
- provide Us or our customer support with false information;
- develop, distribute, or promote the software used for cheating in the Games or interfering with their code (hacking, cracking) to gain advantages in the Games;
- change the Devices’ system preferences (i.e. time zone or date, or any other credentials) to gain additional advantages in the Games;
- exploit the errors or other unintended features in the Games, make any changes, that may give advantages not intended by the Company;
- attempt to gain unauthorized access to the servers of the Company;
- transmit unauthorized messages through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- exercise any fraudulent/illegal activity that could lead to false payment in the Services;
- attempt to provide the Services to the third parties for a fee or any other consideration;
- violate any provisions of the Game Rules and applicable laws or regulations, or promote, or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software or cheats for the Games.

If You notice any suspicious misconduct or misuse of the Services, We encourage You to report it by contacting the customer support.

10.5. **Game Rules and penalties.** You agree that your use of the Services should comply with the Game Rules. The Game Rules violations may cause the Company to impose penalties upon you, including, but not limited to:

- in-Game penalties involving no suspension;
- temporary and/or permanent suspensions of in-Game functions.

In-Game penalties depend on the nature, scope and frequency of the Game Rules violations by a User.

11. Age restrictions and access by the minors

- 11.1. If You are under 18 years old or any other age of majority under Your applicable law, You should review these Terms of Service with the assistance of your parent or guardian. In this case, it is a parent or a legal guardian that accepts the Terms of Service on your behalf. All actions of the person under the age of majority shall be attributed to a respective parent or legal guardian.
- 11.2. If You are a parent or guardian, We recommend that You monitor the play and web activities of the minors, in particular, online activities, and become familiar with the parental control options that may be provided by Us and / or our partners.
- 11.3. We may restrict access to the Services based on age, and minors under a certain age may be allowed to access the Services only with the consent of their parent or guardian. The age rating for the Games is specified by the Company in the Application Store.
- 11.4. To the extent permitted by law, We do not accept any responsibility for any act that may be committed by minors without the permission of their parents or legal guardians. In all cases, any use of the Services by minors is the responsibility of their parents or legal guardians. If You are a parent or legal guardian, by giving the minor permission to use the Services, You thereby agree to the Terms of Service regarding the use of the Services.

12. Responsibility

- 12.1. **Disclaimer of Warranties.** The Services are provided on an “as is” basis, therefore, the User is not provided with any warranties or representations, express or implied, that the Services will meet the User’s requirements; will be provided continuously, quickly, reliably and without errors; the results that can be obtained using the Services will be accurate and reliable; all bugs in the Services will be fixed. The Company makes no representations, express or implied, and makes no warranties with respect to the information contained in the Services. Without limiting the foregoing, the Company hereby disclaims all implied warranties.

The Services may contain links or give access to the sites, resources, or utilities operated by third parties. The Company does not make any direct or indirect representations or warranties regarding such sites, resources, or utilities.

- 12.2. Since the Services may be updated and new functionalities are added to them, form, nature or Content of the Services may change from time to time without prior notification of the User. The Company has the right, at its sole discretion, to terminate (temporarily or permanently) support and / or provision of the Services or their individual elements to Users, including In-Game Objects.
- 12.3. **Health Warning.** Certain people may experience a seizure while watching certain monitor images, including flashing lights or patterns that may appear while playing video/online games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can

cause photosensitive epileptic seizures while playing video games. These seizures may have a variety of symptoms, including lightheadedness, dizziness, altered vision, eye or face twitching, shaking of arms or legs, disorientation, confusion, or momentary loss of awareness, loss of consciousness, involuntary movement or convulsion. **Please, IMMEDIATELY stop playing and consult a doctor if You experience any of these symptoms.** Also, note that when playing video/online games You should take certain standard health and safety precautions, including avoiding playing when tired and drowsy, taking 10- to 15-minute breaks every hour, sitting at a reasonable distance from the screen in a well-lit environment.

- 12.4. The User is responsible for any violation of the Agreement, including the ones provided by the applicable law, as well as for all consequences of such violations (including any losses that the Company and other third parties may suffer). In case of such a violation, the Company has the right to restrict the use of the Services by the User without any compensation.
- 12.5. The Company is not in any way connected with the UGC and does not verify authenticity and safety of it, as well as its compliance with the requirements of applicable law, and whether the Users have the necessary rights to distribute and / or use it. The User who created the UGC and / or added them to the Services is solely responsible for the compliance of the UGC with the requirements of the applicable law.
- 12.6. **Indemnification.** The User hereby agrees to protect, indemnify, and hold the Company and its affiliates, partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors, and agents harmless from any damages, losses, liability, penalties, settlements, and expenses (including expenses and reasonable attorney fees) in connection with any claims or actions that **(a)** arise from any actual or alleged violation of the Agreement by the User; **(b)** arise from the provision of incomplete or inaccurate information in the Services; **(c)** arises from the use of any third-party websites or services by the User; or **(d)** otherwise arises from or relates to the misuse of the Services by the User.

The User agrees to provide the Company with written notice in the event of any such claims or actions. In addition, the User acknowledges and agrees that the Company has the right to claim damages when the User uses the Services for illegal purposes, in an illegal manner, or in a manner inconsistent with these Terms of Service, and that such damages may include, without limitation, direct, indirect, special, incidental and/or consequential damages. If the Company is required to respond to a third-party claim or a law enforcement request or court order (or other decision) that is related to the use of the Services by the User, the Company may, in its sole discretion, require the User to reimburse the Company for the reasonable expenses related to handling such claim or request.

- 12.7. If a violation of the User's right and / or interest regarding the use of the Services occurs, including the case when another User enters inappropriate information or materials in the Services, such violation may be reported to the Company. To do this, the User shall contact the Company's support team and provide a detailed statement of the circumstances of the violation and the right and / or interest which was violated.

12.8. The Company reserves the right to prosecute violators of the exclusive rights to the Game, Website and / or other Services in accordance with applicable civil, administrative and criminal laws at its sole discretion.

12.9. In any event, the User agrees to refrain from:

- use of the Services in any way that may cause damage to the Services;
- use of the Services in violation of applicable laws and regulations, or in a manner that causes or may cause harm to the Company or any individual or entity.

12.10. Without limiting any other remedies or any other paragraph of these Terms, if We reasonably believe that You are in material breach of these Terms (including repeated minor breaches), We reserve the right to take any of the following actions, whether individually or in combination, and either with or without notice to you:

- modify and/or remove any In-Game Objects that may be associated with your Account;
- reset and/or modify any Game progression or benefits and privileges associated with your account, such as any level or score You have reached in our Games.

Without any discrepancy with the applicable law provisions the following breaches shall be deemed material:

- violation of any obligation provided in the section 3 of these Terms by the User;
- violation of any obligation provided in the section 9 of these Terms by the User.

12.11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE SERVICES THEMSELVES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO US IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO US DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER, OR EXCLUDE, OR RESTRICT ANY LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR FOR DEATH, OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE, OR FRAUD ON OUR SIDE.

If the applicable law does not allow the above limitations of liability to apply to the relations between the User and the Company in whole or in part, the limitations of liability will only apply to the extent permitted by applicable law. The Company is exempt from liability for any delay or failure to perform resulting from causes outside the Company's reasonable control, be it due to unforeseen circumstances such as acts of God, terrorism, war, riots, embargoes, acts of authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, or other (force-majeure).

If You are domiciled in a Member State of the European Union, the Company shall be liable in accordance with statutory law in cases of (a) intentional misconduct; (b) gross negligence; (c) breach of applicable product liability acts. Without prejudice to the, the Company may only be liable for breach of a material contractual obligation under the Terms, the breach of which would jeopardize the purpose of the Terms. In such an event, the Company's liability shall be limited to typical and foreseeable damages. In other circumstances We shall not be liable for acts of modest negligence.

13. Termination

13.1. Termination initiated by the Company. In case the User's actions constitute the material breach of these Terms pursuant to Clause 11.10 of these Terms, the Company has the right to terminate the Agreement with the User unilaterally and restrict User's access to the Game at any time, including to the In-Game Objects, or the Website.

Moreover, the Company may decide to terminate provision of the Services or support with respect to a specific Game or Service at its own discretion. This shall result in the automatic termination of the Agreement. The Company may notify Users within a reasonable term before such termination.

Under this paragraph, the Company will not provide a refund to the User and will not compensate any losses.

13.2. Termination at the initiative of the User. The User has the right at any time to terminate the Agreement with the Company unilaterally without notifying the Company by deleting the Game Client from the Device and by discontinuing the use of the Website. In case of termination of the Agreement at the initiative of the User, the Company will not provide a refund to the User for the purchase of In-Game Objects and will not compensate for any losses. Unilateral termination of the Agreement by the User does not release the User from liability for violations of this Agreement committed during the period of its validity.

14. Dispute Resolution

14.1. Applicable law. The Agreement, as well as any issues related to the Services that are not covered by this Agreement are governed by the current legislation of the Republic of Cyprus excluding the conflict of law rules. If the jurisdiction of your domicile prohibits Us from enforcing a governing law provision, nothing in these Terms limits Your rights based on the laws governing your domicile.

14.2. Parties must try to resolve any disputes informally via negotiations. In case of any unresolved issue, You shall first contact the Company's support team at support@vortex.game indicating that this matter should be brought to a legal team's attention. Our legal team shall provide its written answer to You within 10 (ten) business days to Your contact details indicated in the request, up until the issue is resolved.

If a dispute cannot be resolved through informal negotiations, You (1) agree that any and all disputes arising out of, or in any way related to the Games or Services shall be resolved individually, without resort to any form of class action, and (2) consent to the EXCLUSIVE jurisdiction and venue of the appropriate court situated in Nicosia, the Republic of Cyprus, unless other applicable legislation states otherwise.

15. Final provisions

15.1. **Duration of the Agreement.** The Agreement enters into force at the moment of Acceptance of the Terms of Service and remains valid for the entire period of use of the Game or the Website by the User.

15.2. **Entire Agreement.** The Agreement together with the Game Rules constitute an entire agreement between You and the Company.

15.3. **Invalidity.** If one or more of the provisions of the Agreement are invalidated by an effective court decision on a dispute between the User and the Company, the remaining provisions of the Agreement will remain in force for the User and the Company. If you feel that these Terms discriminate against You in any way, please contact us by support@vortex.game.

15.4. **Modification of the Terms of Service.** The Terms of Service may be amended by the Company unilaterally without prior notice to the User and without payment of any compensation in this regard. Changes come into effect at the moment when they are posted on the Website or in the Game.

15.5. If the Company fails to enforce strict performance of the Agreement, this shall not be in any way interpreted as the Company's waiver of rights under this Agreement with respect to past or future obligations.

15.6. **Assignment.** The Company may and You may not assign any or all rights and/or obligations contained herein to any third party.

15.7. The Company's details:

DIGITAL VORTEX ENTERTAINMENT LTD

Address: Antrea Dimitriou, 5, Flat/Office 302, 1056, Nicosia, Cyprus

E-mail: info@vortex.game