



## END-USER LICENSE AGREEMENT

Effective date: November 22, 2022

OneState® [the “Game”] is provided to You by CHILLGAMING LTD, a private limited company incorporated under the laws of Republic of Cyprus, registered on April 21, 2020. Registered address: Elenis Loizidou 14, Office 201c, Strovolos 2042, Nicosia, Cyprus.

**In this End-User License Agreement (“EULA”),**

“We”, “Chillgaming Ltd”, the “Company”, shall mean Chillgaming LTD.

“You”, “player”, “user” shall refer to You .

This EULA governs the relationship between CHILLGAMING LTD and You with respect to Your use of the Game, OneState®

TO ENTER INTO THIS END-USER LICENSE AGREEMENT, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR GAME, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THIS AGREEMENT (INCLUDING ITS DISPUTE RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THIS AGREEMENT.

You consent to this EULA by clicking the checkmark in the Game before You start playing. In case You disagree with the terms and conditions, please, delete the application and do not use the Game anymore. You also may be required to accept and comply with all rules of some of external platforms or devices, including but not limited to the third-party platform’s terms of service and privacy policy.

We reserve the right to amend this EULA in case we need to comply with legislation or just to improve the terms therein.

**LICENSE.** Subject to this EULA, the Company grants You a nonexclusive, non-transferable, limited, and revocable right and license to download, install and play the game on Your mobile devices as intended by the Company. Your license can be revoked in case of Your non-compliance with this EULA and in-game rules. The Game is licensed to You, not sold. This License does not give You any title or ownership in the Game and should not be construed as a sale or transfer of any intellectual property or other rights to the Game.

You agree and acknowledge that all rights, title, and interest, including intellectual property rights in and connected with the Game or Game-related services and any and all copies thereof, including but not limited to any derivative works, modifications, in-game assets, 3d models, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, “applets” incorporated into the Game, and any related documentation (the “Game Intellectual Property”), are owned by Company or its licensors. We do not provide You with any interest in the Game Intellectual Property. Except as expressly authorized by us in writing and / or by this EULA You may not create works based on the Game Intellectual Property or modify, distribute, or transmit the Game Intellectual Property. If You do not abide by the requirements of this section, we shall own all right, title, and interest in any works created, adapted, distributed, or transmitted via the Game or Services, or, in the alternative, have an unlimited license thereto.

You agree NOT TO, and NOT TO PROVIDE GUIDANCE OR INSTRUCTION to any other individual or entity on how to:

- use the Game for commercial purposes (e.g., gathering virtual currency and items for sale/selling/exchanging outside of the Game for money or cryptocurrencies, performing in-game services including, without limitation, account boosting or power-leveling, in exchange for payment);
- distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or virtual items and virtual currency;
- reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Game, in whole or in part;
- cheat (including but not limited to utilizing exploits or glitches) or utilize any unauthorized robot, spider, or other program in connection with any online features of the Game;

- violate the in-game rules - some penalties may include permanent restriction on using the Game.
- extract in-game assets [e.g. buildings, vehicles, other models, sounds, textures, animations, source code];
- create, use, offer, promote, advertise, make available and/or distribute cheats, bots [code or software that allows the automated control of a character in the Game], hack etc;
- behave inappropriately: toxicity, harassment, disruption against the other players and representatives or the Game's Administration. That also includes offensive comments based on race, nationality, gender or religion;
- use the User Account of another user, sale, transfer, purchase of an account, including by exchange or as a gift;
- use the Game as the place for political speeches and propaganda using in-game chat [voice chat too];
- post false, misleading, defamatory information about the Game, Game Administration, players, other persons;
- obtain and / or disseminate of personal information of other persons [e.g. e-mails, real names, home or other connected addresses, telephone numbers, links personal pages in social networks etc];
- post advertising messages of any kind;

We may restrict, modify, or limit your access to and use of certain content, virtual currency and items, an entire Game, depending on the territory in which you are located.

**User Account and Sub-Account.** To access the Game, You need to create an account ["Account"] using valid e-mail address or already existing third-party account [e.g. in social networks].

You should never allow anyone else to use Your Account [except for Guardians in the case of a Minor User]. You may not sell, resell, rent, lease, share or provide access to your User Account and Sub-Accounts to anyone else. We reserve all available legal rights and remedies to prevent unauthorized use of the Game, including, but not limited to, technological barriers, IP mapping. You are responsible for all use and the security of Your User Account and any Third-Party Accounts that You use to access and use the Game.

In order to play You create a Sub-account with your game character on a particular game server. Please, note that all in-game progress, virtual currency and virtual items related to your specific game character are connected to respective Sub-Account and cannot be transferred to another Sub-Account of yours.

**Game Rules.** In-Game Rules are substantial part of this EULA. You may find them on the Game's Discord Servers or inside the Game. Violation of the in-game rules may cause temporary in-game restrictions or permanent termination of the EULA, blocking of your Sub-Account or even User Account, or any in-game penalties prescribed by in-game rules, including, but not limited virtual currency and items removal.

**UPDATES.** We may provide patches, updates, or upgrades to the Game that must be installed for you to continue to use the Game. We may update the Game 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 Game until you manually update the Game yourself on your device. We may modify, suspend, discontinue, substitute, replace, or limit your access to any aspect of the Game 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 the Game and other elements 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 Game.

**DISCLAIMERS. NO WARRANTIES.** Generally, the Game is accessible for 24 hours a day throughout the whole year. However, the accessibility of the Game is subject to the Company shutting down the Game, in whole or in part, for any period the Company deems appropriate to enable the update or technical maintenance of the Game, or any other action that the Company determines in its sole discretion.

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 makes no warranty that the Game 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 Game.

**User-Generated Content.** The Game may allow You to create content (user-generated content) including, but no limited to videos and screenshots. In exchange

for Your use of the Game, You hereby grant the Company a non-exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use Your contributions in any way and for any purpose in connection with the Game and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute Your contributions without any further notice or compensation to You of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive and agree never to assert any moral rights of paternity, publication, reputation, or attribution with respect to and other players' use and enjoyment of such content in connection with the Game and related goods and services under applicable law. In case any moral rights cannot be waived under applicable law You grant the Company and any other person to use Your user-generated content without authorship attribution [anonymously].

You may not create in-game assets or modify the Game unless expressly authorized by the Company. Otherwise, You grant the Company exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use such assets and modifications any possible way the Company finds appropriate including the right to embed them into the Game or delete [request the deletion] from any web-resources unless the Company considers Your actions as copyrights infringement and enforces its intellectual property rights in a court.

**Virtual Items & Virtual Currency.** The Game may offer the ability to purchase and / or earn via game play a limited, nonexclusive, non-transferable, non-sublicensable license to use virtual currency or virtual items for Your personal, non-commercial game play exclusively within the Game. Virtual items and virtual currency can be consumed only during game play in accordance with in-game's rules and inside of the Game only. Please note, that the Company may modify Your User Account and Sub-Accounts affecting virtual currency and items connected with it in case of Your violations of in-game rules or this EULA.

Please note, that by obtaining virtual currency or virtual items You activate a computer command in your Sub-Account, and You do not get any property or a right to a property outside of the Game. Virtual items and virtual currency do not have an equivalent value in real currency and do not act as a substitute for real currency. The in-game value of virtual currency and items is subject to changes from time to time. The virtual currency and items can never be used in connection with an agreement with other individuals to wager any money or other thing of value. You may not sell, lease, license, or rent them outside of the Game, especially for real money and property. The Company or anyone else has no obligation to exchange Your virtual

currency or virtual items for anything of value, including, but not limited to, real currency.

**REFUNDS.** Generally, all purchases of virtual items and virtual currency are final and under no circumstances will such purchases be refundable, transferable, or exchangeable with respect to any statutory warranties that are mandatory by law or the third-party platform's refund policy.

**DMCA.** The Company respects the intellectual property rights of others and expects You to do the same. If You have evidence, know, or have a good reason to believe that Your rights or rights of a third party have been violated by some User Content, You must provide the Company the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
- information reasonably sufficient to permit the Company to contact You, such as an address, telephone number, and if available, an electronic mail address at which You may be contacted;
- a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, You must provide it to the Company at: [lawyer@chillgaming.net](mailto:lawyer@chillgaming.net).

**Indemnity.** You agree that You will be responsible for Your use of the Services, and You agree to defend and indemnify the Company from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: [a] Your access to, use of, or alleged use of the Game; [b] Your violation of any part of the EULA, any representation, warranty, or agreement referenced in the EULA, or any applicable law or regulation; [c] Your

actual or alleged violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any dispute or issue between You and any third party.

**LIABILITY.** TO THE FULLEST EXTENT OF APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT OF APPLICABLE LAW, COMPANY'S LIABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL AMOUNTS PAID BY YOU TO THE COMPANY. THE COMPANY CANNOT CONTROL THE FLOW OF DATA TO OR FROM COMPANY'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. TO THE FULLEST EXTENT OF APPLICABLE LAW, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

**Dispute Resolution - For US-Residents:**

In the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with this EULA shall be resolved by binding arbitration. The Agreement to arbitrate disputes includes but is not limited to all claims arising out of or relating to any aspect of this EULA, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this EULA.

Any arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association

["AAA"], as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org).

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is: CHILLGAMING LTD, Elenis Loizidou 14, Office 201c, Strovolos 2042, Nicosia, Cyprus. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, the Company shall pay you (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount offered by the Company in settlement of the dispute prior to the arbitrator's award; or (iii) \$500.00, whichever is greater.

If you commence arbitration in accordance with this EULA, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Alameda County, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further,



unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event that the Company makes any future change to this arbitration provision (other than a change to the Company's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to the Company's address for Notice, in which case you must immediately stop using the Resources, your User Account (if any) shall be immediately terminated, and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

**Dispute Resolution - For residents outside US:**

All the disputes should be submitted to the jurisdiction of the courts in the country whose laws are applicable according to Cyprus Laws.

**Alternative dispute resolution:**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

**Severability.** If any provision of these terms is held to be unenforceable for any reason, such provision shall be amended only to the extent necessary to make it enforceable, and the remaining provisions of this EULA shall remain in full force and effect.

**No Waiver.** Except as expressly set forth in this EULA (i) no failure or delay by You or the Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of this EULA will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**Applicable law.** This EULA and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Cyprus

**Contact.** If You have any questions concerning this EULA, You may contact the Company by e-mail on: [lawyer@chillgaming.net](mailto:lawyer@chillgaming.net)