

END-USER LICENSE AGREEMENT (“EULA”)

Effective date: 30-11-2021

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.

E-mail: lawyer@chillgaming.net

In this EULA,

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

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

In such circumstances we shall notify you in the application and official pages of the projects in social media. We will ask you to express your acceptance of the amended EULA by clicking “Agree” or “Disagree” buttons.

5. If you accept the terms of this EULA, you are granted the personal right to download, install and play the game. Please note that this license is:

- a. non-exclusive license
- b. non-transferable
- c. worldwide
- d. limited
- e. revocable
- f. personal

6. 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.

7. You may use the Game for personal entertainment, non-commercial purposes limited by the terms specified in this EULA.

8. The Game Rules are a substantial part of this EULA. The violation of the Game Rules may cause temporary restrictions or permanent termination of the EULA. Before playing the Game you should also learn the Game rules.

9. We sometimes may update, patch or modify the Game remotely and access the Game residing on your machine for such purpose, and you hereby grant to Company the right to deploy and apply such patches, updates and modifications.

1. This EULA governs the relationship between CHILLGAMING LTD and you in relation to OneState™.

2. You can accept this EULA by clicking “**I Agree**” 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. In order to use the Game on specific platforms or devices, you will also be required to accept and comply with all rules of external platforms or devices, including but not limited to the third party platform’s terms of service and privacy policy.

3. If you are under 18 years of age, you should ask your parent or guardian to review and approve this EULA on your behalf. **If you are under the aforesaid age, you must not use or access the Game without a parent or legal guardian supervising you.**

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

10. As a general rule, the Game is accessible for 24 hours a day throughout the whole year. However, the accessibility of the Service is subject to the Company shutting down the Service, in whole or in part, for any period the Company deems appropriate to enable the update or technical maintenance of the Service, or any other action that the Company determines in its sole discretion. The Company may make amendments to the Service or restrict access (including cancellation, termination, modification or suspension of a User's Account or License) from all or specific Users without notice. Additionally, the Service may be unavailable depending on geographic location.

11. You can find all the license terms in this EULA. Please note that violation of these terms shall terminate your license automatically. In this case you must uninstall all copies of the Game. Any Game usage that follows after EULA's termination is illegal.

12. You are expressly **not allowed** to do any of the following:

- a. Violate the Game Rules - some penalties may include the permanent restriction of using the Game.
- b. Copy or reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works;
- c. 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;
- d. Commercial Use - e.g. gathering in-game currency items or resources 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;
- e. Inappropriate behaviour: toxicity, harassment, disruption against the other players and representatives or Game Administration. That also

includes offensive comments based on race, nationality, gender or religion;

- f. Use the game account of another user, sale, transfer, purchase of an account, including by exchange or as a gift;
- g. Political speeches and propaganda using in-game chat (voice chat too);
- h. Posting false, misleading, defamatory information about the Game, Game Administration, players, other persons;
- i. Obtaining and / or Disseminating 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);
- j. Posting advertising messages of any kind;

13. User may submit user-generated content (UGC) to the Company. You agree that any and all UGC that you submit, or authorized to be submitted, is legally transferred and assigned to the Company, together with all intellectual property rights in the UGC. If any of your UGC cannot be legally transferred to the Company, you agree that the Company will be allowed, directly or indirectly, throughout the world and forever, to use the UGC (including to modify, adapt, use, reproduce, license, publish, broadcast, perform, sell, translate, create derivative works from and distribute any UGC for any purpose, commercial or otherwise, in any format existing now or in the future), without payment or credit to you. You also give up any right to claim that any use by the Company of any UGC infringes any of your rights, including but not limited to moral rights, rights of privacy, rights to publicity, proprietary or other rights, and/or rights to any credits for the material or ideas set forth therein.

14. The Company does not commit to any monitoring or supervision of UGC. However, there may be situations in which the Company does need to monitor, screen, edit, block or remove any UGC, in whole or in part, sent through or appearing on the Service, for example if the Company

considers the UGC may be in breach of these terms or otherwise may cause harm or otherwise if required of us under law.

15. The game also includes virtual in-game currency and virtual items. Please note, that by obtaining in-game currency or virtual items you activate a computer command and you do not get any property or a right to a property. That means, that in-game currency and virtual items **CAN NOT BE CONSIDERED** as real money, goods, property, work products or results.

16. 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, 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, 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.

17. In general, all sales for all paid contents are final and refunds are not permitted except with respect to any statutory warranties that are mandatory by law or the third party platform’s refund policy. In case of termination due to your breach of this EULA, you are not entitled to any refunds.

18. 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 CHILLGAMING the following information:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- b. 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;
- c. 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 CHILLGAMING to locate the material;
- d. information reasonably sufficient to permit CHILLGAMING to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- e. 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
- f. 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 CHILLGAMING at: lawyer@chillgaming.net.

19. We shall be liable for damages with respect to injuries to health, body or life or for intentional damages caused by us, our representatives, employees or our vicarious agents or according to the applicable law. Any further liability of us shall be waived.

20. The Game is provided “as is” and “as available,” without warranty of any kind (including any implied warranty

of merchantability, non-infringement, or fitness for a particular purpose), to the maximum extent permitted by law. Use of the Game is at your sole risk. The Company does not make any promises that you will be able to enjoy continuous, error-free, secure or virus-free operation of the Game, Service or your Account.

21. Please note that some jurisdictions do not allow the above warranty limitations, so these limitations may not apply to you.

22. The Company is not responsible for:

- a. any interruption of the Game, use of the Game, the Service, or termination of an Account due to the User's fault;
- b. any problems caused by the User's device or problems related to the network environment;
- c. when Users fail to receive the results they expect of the in-Game items.
- d. loss of the User's in-Game assets (such as in-Game virtual currency or in-Game virtual items);
- e. circumstances in which the Company limits the use of the Game from Users in accordance with the relevant laws and/or government policies

23. The provisions of this EULA do not exclude, limit or otherwise restrict the rights vested with the consumers upon relevant provisions of applicable law nor may be construed by anyone in this way.

24. You agree not to participate in, including but not limited to, a class or representative action, private attorney general action, or collective arbitration related to the Game or these terms. You also agree not to seek to combine any action or arbitration related to the Game this EULA with any other action or arbitration without the consent of all parties to this EULA and all other actions or arbitrations.

25. 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. If you have any questions concerning this EULA you may contact the Company by e-mail on: lawyer@chillgaming.net

26. 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.