

## END USER LICENSE AGREEMENT

**This End User License Agreement (the "EULA") is a legal agreement between you (either in your individual capacity, or on behalf of an entity), hereafter sometimes referred to as "you," "Licensee," or "End User" and BadFly Interactive, a.s in order to give you a license to use the Game as set forth in this Agreement under the conditions in this Agreement, as well as to use the additional (mandatory) services provided by BadFly Interactive, a.s. By clicking the acceptance button that follows this EULA and/or using the Game (as defined below), you acknowledge that you have read this EULA, understand its terms and conditions, and agree to be bound by such terms and condition.**

### **1. Definitions:**

- a. The term " Game " means products supplied by BadFly Interactive, a.s. and also includes any updates or upgrades,
- b. The term "User Account" means the online account necessary for registration and authorization. The User Account might be registered by third party ( e.g. as Google, Apple, Steam and similar)
- c.. The term "Free Version" means a Game that is provided by BadFly Interactive, a.s. to you free
- d.. End – user license agreement – sometimes referred to as „ EULA „ or „License „.

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- e. You shall not attempt to develop any Game that contains the "look and feel" of any of the Game, or is otherwise derivative of the Game.

### **3. License grant:**

a. Under the condition that:

- You have legally acquired the rights to the Game,
- paid the applicable price and
- have registered and You hold a valid User Account, either through BadFly Interactive, a.s. or a third party.

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b. You may download the Game from an authorized source. The number of copies that you can download during a consecutive period of days may be limited. You may not make a copy of the Game available on a network where it could be used by multiple users at the same time. You may not make the Game available over a network where it could be downloaded by multiple users.

c. You acknowledge and agree that the Game may use information regarding your computer, hardware, media, software and your use of the Game to validate your license rights and to update the Game.

d. You agree that the Game may automatically download and install updates, upgrades and additional features that BadFly Interactive, a.s. deems reasonable and beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation BadFly Interactive, a.s. may have to support the previous version(s) may be ended upon the availability of the update, upgrade and/or implementation of additional features.

### **4. Consent to Collection and Use of Data.**

a. During the process of registration and unlocking, updating or upgrading the Game and when technical support is provided, BadFly Interactive, a.s. may collect and use technical information to improve the Game or for support purposes.

b. BadFly Interactive, a.s. may track and collect information from your use of the Game and aggregate such Data. This Data is anonymous. By playing the Game, You accept BadFly Interactive, a.s. right to track and collect information from Your use of Game.

c. BadFly Interactive, a.s. knows that information about our customers is an important part of our business. BadFly Interactive, a.s. would never sell Your personally identifiable information to anyone, nor would it ever use spyware or install spyware on users' machines.

d. Personal information that You directly give BadFly Interactive, a.s. and information that BadFly Interactive, a.s. collects, as specified in section b. of this article will be used for purposes such as improving our products and services, troubleshooting bugs and otherwise to improve your user experience.

e. Further information about BadFly Interactive, a.s. data collection and privacy policies for the user account can be found at <http://www.deadeffect.com/PrivacyPolicy.pdf>

### **5. Conduct Settings**

a. By installing and using the Game you acknowledge and agree that you will not:

- create a false identity for purposes of misleading others,
- violate the rights of others, defame, abuse, harass, threaten, spam or otherwise interfere with others' use of the Game,
- publish, transfer or distribute any inappropriate, indecent, obscene, foul or unlawful conduct,
- transfer, stream or otherwise make available material that contains viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files or any other similar material that may damage the device.

### **6. Limitation of Liability**

a. BadFly Interactive, a.s. shall only be liable without restriction according to the statutory provisions for any damages of the Licensee caused by intentional or gross negligent conduct of BadFly Interactive, a.s. or its agents. The same applies to personal injury and damages according to the Czech Product Liability Act or comparable laws in other jurisdictions that may apply.

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d. You agree that provisions in this License that limit liability, are essential terms of this License.

### **7. Indemnification:**

a. The Licensee agrees to indemnify, defend and hold blameless BadFly Interactive, a.s. and its affiliates and their respective officers, employees, directors, agents, licensees (excluding you), sublicensees (excluding you), successors and assigns from and against any and all liability, costs, losses, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of any claim, suit, or cause of action relating to and/or arising from

- (a) your breach of any term of this EULA;
- (b) your violation of any rights of any third party; or
- (c) your use or misuse of the Game.

Your indemnification obligations set forth in the immediately preceding sentence shall survive the termination of this EULA.

## **8. Third Party Content and Game**

a. The Game may utilize or include third party content, software or other copyrighted material ("Third Party Content"). Your use of such third party material is governed by their respective terms and conditions. By accepting this EULA, you are also accepting the additional terms and conditions, of the third party. BadFly Interactive, a.s. disclaims expressly any all warranties in connection with the Third Party Content, and shall have no liability in connection therewith.

b. Your use of the Game may allow you to connect with third party applications or websites ("Third Party Applications"). Your use of the Third Party Applications is governed by the terms and conditions thereof. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein. BadFly Interactive, a.s. expressly disclaims and all warranties in connection with the Third Party Applications, and shall have no liability in connection therewith.

c. BadFly Interactive, a.s. is not liable for costs arising out of services demanded by the Licensee not provided by BadFly Interactive, a.s. . This shall in particular apply to costs of data transfer from or to the Licensee's device to a third party.

## **9. Termination of the License**

a. The Licensee may terminate this EULA at any time by destroying the Game together with all copies in any form. This EULA will also terminate automatically upon the conditions set forth elsewhere in this EULA, or if the Licensee fails to comply with any term or condition of this EULA, without notice to the Licensee. The Licensee agrees upon such termination to destroy the Game together with all copies in any form.

b. BadFly Interactive, a.s. may terminate this EULA immediately when the Licensee breaches the terms and conditions of this EULA or if

1. The Licensee fails to pay the fees when due
2. BadFly Interactive, a.s. is not able to verify any information provided by a Licensee
3. The Licensee or anyone using User Account materially breaches the EULA, makes any unauthorized use of the System or Software or infringes the rights of BadFly Interactive, a.s. or any other third party
4. The Licensee is playing the game, chatting or any other activities under User Account that are inappropriate or offensive.

Such termination shall be effective upon notice transmitted via electronic mail or any other means reasonably calculated to reach the Licensee. BadFly Interactive, a.s. reserves the right to terminate any and all other Accounts that share the name, phone number e-mail address, internet protocol address or credit card number with a closed Account .

b. BadFly Interactive, a.s. is justified immediately to inhibit the Licensee to use the Game, cancel all players rights granted to Licensee under the EULA.

## **10. Governing Law/Place of Performance and Jurisdiction/Dispute Resolution:**

a. Exclusively Czech law applies, with the exception of its conflicts-of-law rules, even if the Licensee has his/her residential or business seat abroad. If the Licensee is a Consumer, this choice of law shall not, however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.

b. For all present and future claims from this Agreement, the exclusive jurisdiction is Brno. The same jurisdiction applies if the Licensee has no general jurisdiction inside the Czech Republic, if he/she relocates his/her residence or habitual abode out of the country, or if his/her residence or habitual abode is not known at the time of the institution of legal proceedings. Mandatory regulations of the Council Regulation (EC) on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters are unaffected hereby.

### **11. Suspension or ban of User Account**

a. In order to protect other players or the duality of service BadFly Interactive, a.s. is allowed to take action against one of its players, particularly in regard to ban a User Account. BadFly Interactive, a.s. may immediately and without notice, suspend access to User Account and any and all other Accounts sharing the name, phone number, e-mail address, internet protocol address or credit card number with the discontinued or suspended Account, if:

- the player is using an exploit tactic despite a public announcement being made to alert players their Users Accounts will be suspended for using it.
- players are found to have received the benefits of exploits,
- a player intentionally causes others to lose connection, suffer latency issues or to crash the Game or the desktop,
- a player renders himself invulnerable through the use of a bug
- a player has created, distributed or advertised an illegal 3<sup>rd</sup> party program that disrupts game mechanics, is considered unfriendly or gives an unfair advantage by misusing game features in a way for which they were not intended
- a player creates a character using a name that is misleading and causes others to believe he is fair target, such as a non-player pirate or other NPC entity ,
- a player is using a third party program to macro illegally. Funds or goods received from the benefits of macroing are subject to removal from Users Account

A permanent, immediate ban of a User Account may result if a player is given warning, followed by Users Account suspension as stated above and the player continues in his offences.

b. BadFly Interactive, a.s. may immediately, without previous notice, ban a Users' Account permanently if :

- a player is interfering with the performance of the BadFly Interactive, a.s. servers or web site
- a player is defrauding another player of his account through the use of misinformation or impersonating a BadFly Interactive, a.s. employee,
- a player is deciphering, hacking into or interfering with any transmissions to or from BadFly Interactive, a.s. servers or web site
- a player is engaging in any activity increasing the expense of BadFly Interactive, a.s. in maintaining the servers, web site or other services.

c. BadFly Interactive, a.s. may communicate suspension or banning User Accounts in the following manners :

- when a player logs in to its Users Account
- in a notice on BadFly Interactive, a.s. website
- via electronic mail
- in any other way BadFly Interactive, a.s. finds suitable to inform a player of suspension or banning of the Account .

d) Suspension or banning the Users' Account will not entitle a Player to a refund of any fees paid by the player for the use of BadFly Interactive, a.s. on line services, servers, in-apps, game or website. Any unused game time remaining at the time of banning the Users Account will be forfeit.

## **12. General**

a. The Licensee can only offset the claims of BadFly Interactive, a.s. by undisputed or legally established counterclaims. The Licensee can only exercise a right of retention if his/her counterclaim is based on the same contractual relationship. The transfer of the Licensee's claims against BadFly Interactive, a.s. is prohibited.

b. All rights not explicitly granted in this agreement are reserved.

c. The failure or delay of BadFly Interactive, a.s. to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

d. This agreement constitutes the complete and exclusive agreement between BadFly Interactive, a.s. and the Licensee with respect to the subject matter hereof, and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other related communication between the parties. All rights not explicitly granted in this agreement are reserved. Any clause in this agreement found to be invalid or unenforceable shall be deemed deleted and the rest of this agreement shall remain unaffected.

e. Notwithstanding any provisions in this Agreement to the contrary, we agree that if BadFly Interactive, a.s. make any future changes to this Agreement you may reject any such change by sending us written notice within 30 days of the change.