

## END-USER LICENSE AGREEMENT

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### **1 END-USER LICENSE AGREEMENT**

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- (c) make a copy of the Software or any part thereof (other than as set forth herein);
- (d) make a copy of the Software available on a network for use or download by multiple users;
- (e) use or install the Software (or permit others to do same) on a network, for online use, or on more than one computer or gaming unit at the same time, except as specifically provided for herein;
- (f) copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software on specific validly licensed hardware (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently);
- (g) use or copy the Software at a computer gaming center, conference, convention, or any other location-based site for anything other than personal use; provided, that Licensor may offer you a separate license agreement to make the Software available for commercial use;
- (h) reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part, except as specifically provided for herein;
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- (k) restrict or inhibit any other user from using and enjoying any online features of the Software;
- (l) cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Software;
- (m) violate any terms, policies, licenses, or code of conduct for any online features of the Software; or

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- 3.2 *Updates and Patches.* We may provide updates, patches and other modifications to the Software that must be installed for the user to continue to play the game properly or at all. We may update, patch or modify the Software remotely and access the Software residing on your machine for such purpose, and you hereby grant to us the right to deploy and apply such patches, updates and modifications.
- 3.3 *User Feedback.* In consideration of granting you the License, we may solicit feedback, suggestions, and bug reports, and other information from you regarding your use of the Software (“User Feedback”), and we may collect technical information about your use of the Software to help us improve the Software. If you provide any User Feedback, you agree we may make full use of User Feedback, and any rights associated therewith, be they protectable under any form of intellectual property or not. You grant us a worldwide, perpetual, sublicensable (through multiple tiers), nonexclusive, irrevocable, fully-paid license to use, sell, modify, prepare derivative works of, and otherwise exploit User Feedback.
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  - (b) may access the Master Server only with a valid License and with the Host Software and we may, within our sole discretion, cancel your access to the Master Server at any time;
  - (c) may, at no time whatsoever, manipulate the total number of active users on your Host Server at any given time, including, without limitation, the use of bots to falsely enhance your user number;
  - (d) may at no time whatsoever run the Host Server for profit or commercial purposes outside of our monetization rules (<https://playonset.com/monetization>), unless approved by us in a separate agreement;
  - (e) are solely responsible to end users for their access to your and their use of the Host Server and their compliance with the terms and conditions of this Agreement and all applicable federal and state;

(f) represent that you will only operate, make available, sell, or purchase Game Tokens or In-App Purchases or interact in any other way permitted under the monetization guidelines (<https://playonset.com/monetization>) with users for Game Tokens or In-App Purchases through the third party operator Tebex Limited (<https://www.tebex.io/>), or any other such third party operator as designated by us from time to time.

(g) are entirely responsible for a user's access, purchase, sale, or transfer, of In-App Purchases and Game Tokens, whether such are between you and the user, between the users or between a user and a third party;

(h) are entirely and solely liable for any claims (as described in Section 10 of this Agreement) by an end user arising from their use of the Host Software; and

(i) shall distribute, reproduce and publically display the Host Software with the appropriate attribution to the Software as described in the Software documentation, including, without limitation, attribution described in the open source software license.

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4.3 Certain Special Features of the Software may require that information about you and your Software use activity may be made available and displayed publicly, to other users of the Software or other third parties (including, without limitation, to display your score in conjunction with your user name on a leaderboard). See our privacy policy located at <https://playonset.com/privacy> for more on such information and how we treat such information. You hereby grant us a worldwide, perpetual, sublicensable (through multiple tiers), nonexclusive, irrevocable, fully-paid license to use, sell, modify, prepare derivative works of, and otherwise exploit aforesaid information for the purposes of operating and promoting the Software in any media now known or unknown.

4.4 The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. You agree that some or all features of the Software may be inaccessible in the absence of an internet connection. Further, Licensor makes no warranty

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- 4.5 The Software may require specific hardware capabilities and/or specialized hardware accessories (such as a VR headset). You agree that some or all features of the Software may be inaccessible if you lack the requisite hardware.

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- 5.2 We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all User Content.
- 5.3 You understand that by using the Software you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Software at your own risk.
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- 6.2 Game Tokens are licensed along with the Software and are subject to the restrictions under the License. You acknowledge that the License to the Game Tokens and In-App Purchases is subject to the following restrictions, unless expressly permitted by this Agreement or within the Software or required by law:
- (a) You may not transfer, sell, gift, exchange, trade, lease, sublicense, or rent Game Tokens or In-App Purchases.
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  - (c) Your purchase of Game Tokens and In-App Purchases is final and not refundable, transferable, or exchangeable under any circumstances, except as otherwise required by applicable law;
  - (d) Game Tokens and In-App Purchases are not redeemable for money or monetary value by us or any other person;
  - (e) Neither we nor any other person or entity has any obligation to exchange Game Tokens and In-App Purchases for anything of value;
  - (f) Except as otherwise prohibited by applicable law, we, in our sole discretion, have the absolute right to manage, modify, substitute, replace, suspend, cancel or eliminate Game Tokens or In-App Purchases, including your ability to access or use Game Tokens or In-App Purchases already associated with your account, without notice or liability to you;

- (g) The value of Game Tokens and In-App Purchases is subject to our actions that may impact the perceived value or purchase price, if applicable, of Game Tokens and In-App Purchases at any time;
- (h) We, in our sole discretion, may impose limits on the amount of Game Tokens or In-App Purchases that may be purchased, earned, accumulated, redeemed or otherwise used.
- 6.3 Your purchase, or sale, if permitted within the Software, of In-App Purchases and or Game Tokens, is between you and the Host. At no time and under no circumstances whatsoever are you purchasing from or selling to us under this Subsection, unless we act as Host. Your access to In-App Purchase and Game Tokens is determined by the Host. We are not responsible, liable, or owe you, and you do not have a claim against us, for providing or managing or operating or granting you access to the In-App Purchases and or Game Tokens, unless we act as Host, and we are not affiliated with any other Host or other third party for their sale, provision, management, operation, or granting you access to and your purchase of In-App Purchase and Game Tokens.
- 6.4 Regardless of any references we may make outside of this Agreement to “purchasing” or “selling” Game Tokens or In-App Purchases, **both Game Tokens and In-App Purchases are licensed, not sold, to you under the License.** Except as otherwise prohibited by applicable law, we reserves and retain all rights, title, and interest in and to the Game Tokens and In-App Purchases. The license to Game Tokens and In-App Purchases under the License will terminate upon termination of the License and as otherwise provided herein.

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- 10.2 Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.
- 10.3 We do not provide any Game Tokens or In=app Purchases to you, unless we act as Host. A Host is liable for provision and any damages you may incur through your use, purchase, or sale of Game Tokens or In-App Purchases.



## **11 INDEMNITY**

- 11.1 You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software and the Host Software pursuant to the terms of the Agreement.
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- 11.5 IN THE EVENT THAT YOU ARE LOCATED IN THE EUROPEAN UNION, OUR LIMITATION OF LIABILITY UNDER SECTION 10.1, 10.2 AND 10.3 OF THIS AGREEMENT IS LIMITED TO GROSS NEGLIGENCE, AND NEGLIGENT CAUSE OF HARM TO LIFE, HEALTH AND BODY.
- 11.6 WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR 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. ACCORDINGLY, 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.

## **12 TERMINATION**

- 12.1 This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates (a) when Licensor ceases to operate the Software or the Software servers

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### **13 EQUITABLE REMEDIES**

- 13.1 You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

### **14 TAXES AND EXPENSES**

- 14.1 You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

### **15 ENTIRE AGREEMENT**

- 15.1 This Agreement represents the complete agreement between you and us concerning the Software, and supersedes any prior or contemporaneous agreements between you and us; provided

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- 15.2 Your access to and use of the Software is subject to this Agreement, and is further subject to, if applicable, any related Software documentation, additional Terms of Service and/or Privacy Policies (“Additional Terms”), all of which are hereby incorporated into this Agreement by reference. This Agreement represents the complete agreement between you and Licensor relating to your use of the Software and related services and products, and supersedes and replaces any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement shall control.

## **16 SEVERABILITY**

- 16.1 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

## **17 GOVERNING LAW**

- 17.1 This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of Germany. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business in Germany. You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by the law of the State of Pennsylvania. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

## **18 UPDATES**

- 18.1 We may create updated versions of this Agreement in the future as the Software and applicable laws change. When we do, we'll ask you to agree to a new agreement which will supersede and replace this Agreement. You'll be given an opportunity to review any new agreement we present to you and decide whether you wish to agree to the revised terms. If you accept the new agreement, you'll be able to continue using our Services. If you decline the new agreement, you will not be able to use the Software.

## **19 CONTACT/QUESTIONS**

- 19.1 If you have any questions concerning this agreement, you may contact us by email at: [contact@bluemountains.io](mailto:contact@bluemountains.io)

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83395 Freilassing  
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