

GAMEPIRES END USER LICENCE AGREEMENT

A summary of this document, written for young people, is available [here](#)

PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE

This end user licence agreement ("Licence") is a legal agreement between you and Gamepires d.o.o. of Slavonska avenija 6a, 10000, Zagreb, Croatia relating to the software programs made available by Gamepires (including the software programs known as "SCUM" or "Gas Guzzlers" or such other videogames as Gamepires may publish whether existing now or in the future and whether published directly or via a video game platform operated by a third party ("Third-Party Platform" and "Third-Party Operator", respectively) and any updates, upgrades, patches or other modifications made to the software programs from time to time (collectively referred to as "Software").

Any reference to "Game" shall include both SCUM or Gas Guzzlers or such other games as Gamepires may make available and including all updates, upgrades, additional content, variations and expansion packs for the purposes of this Licence.

In this Licence you, the user of the Software, are referred to as "you" "your", "yours" and in this agreement we are referred to as "Gamepires", "we", "us" or "our".

We licence use of the Software to you on the basis of this Licence. We do not sell the Software to you and we remain the owners of the Software at all times. To the extent that the Software is published via a Third-Party Platform, this Licence does not govern or change in any way your relationship with the Third-Party Operator under your applicable agreements with them.

IMPORTANT NOTICE TO ALL USERS:

This Licence governs the terms on which the Software is made available to you and the permitted use by you. By downloading or accessing the Software in any way (whether on any Gamepires or third-party platform), you confirm that you are aged 18 years old or over and have read and accept the terms of this Licence, or if you are aged between 13 and 18, your parent or legal guardian has read and accepted the terms of this Licence. We may immediately terminate this Licence and stop your access to the Software if we are not satisfied that such acceptance by the parent or legal guardian has been given. You and your parent(s) or legal guardian(s) must review the terms of this Licence together. Parents and legal guardians are responsible for the acts of children under 18 years of age when using the Software.

- BY CLICKING ON THE "YES" OR "INSTALL" BUTTON, OR BY ACCESSING, DOWNLOADING OR INSTALLING THE SOFTWARE OR OTHERWISE USING THE SOFTWARE OR RELATED GAME IN ANY WAY, YOU AGREE TO THE TERMS OF THIS LICENCE (AND ALL TERMS INCORPORATED BY REFERENCE) AND ACKNOWLEDGE THAT SUCH LICENCE TERMS ARE LEGALLY BINDING ON YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, PLEASE CLICK THE "NO" OR "EXIT" BUTTON AND/OR DO NOT USE THE SOFTWARE IN ANY WAY. IN SUCH CIRCUMSTANCES WE WILL NOT LICENCE THE SOFTWARE TO YOU AND YOU WILL NOT BE PERMITTED TO INSTALL, DOWNLOAD, ACCESS, COPY OR USE THE SOFTWARE IN

ANY WAY WHATSOEVER. YOUR CONTINUED USE OF THE SOFTWARE IN ANY WAY (INCLUDING INSTALLATION OF THE SOFTWARE), WILL INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS LICENCE.

In addition to the terms of this Licence, any and all uses of the Software are subject to our privacy policy ("Privacy Policy") and the Game terms and conditions of use ("Terms and Conditions") and such Game rules, if any, as may be made available by Gamepires from time to time ("Game Rules") all of which are incorporated into this Licence by reference. Copies of our Privacy Policy, Terms and Conditions and any Game Rules are available [here](#). By agreeing to this Licence, you agree to be legally bound by the Privacy Policy, the Game Rules and the Terms and Conditions.

You understand and agree that we may add to or change the terms of this Licence at any time. We may change the terms of this Licence to reflect: (a) changes in applicable laws; (b) regulatory or security requirements; (c) relevant guidance or codes of practice; (d) technical alterations; (e) to improve clarity and consistency; (f) to reflect changes to our users' needs and our business priorities, or (g) for any other reason.

Any change to the terms of this Licence shall be effective immediately and your continued use of the Software in any way (whether on any Gamepires or third-party platform) shall constitute on-going acceptance of the updated terms of this Licence, as updated or varied from time to time. We therefore recommend that you check the terms and conditions of this Licence regularly. The current Licence is available [here](#).

1. GRANT AND SCOPE OF LICENCE

1.1 Subject to you complying with this Licence, we grant you a limited, revocable, royalty-free, non-exclusive, non-transferable, non-sub-licensable licence to use the Software, solely for your personal and non-commercial use (except as permitted under the Specific Rules Relating to Player-Hosted Servers found at Schedule 3 below). To be clear, we consider any attempt to access the Software in order to understand, analyse, decompile, reflect, alter, adapt, vary, reverse engineer, copy, reproduce, or transmit such authorised Software or do anything similar or equivalent, falls outside the scope of "personal and non-commercial use" and constitutes a material breach of the terms of this Licence.

1.2 When downloading and accessing the Software, or uploading content from the Software, standard network and/or broadband charges may apply. You may incur additional data charges from your network operator according to your contract with your relevant internet provider which you are solely responsible for.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence you undertake that you will not (and will not permit or encourage or procure others directly or indirectly to):

a. in whole or in part, copy, reproduce, disassemble, decompile, reverse-engineer or create derivative works of the Software (or any part of it), except where such copying is incidental to normal use of the Software;

- b. rent, sell, lease, sub-licence, loan, publish, display, distribute or otherwise transfer to a third party the Software, any copy thereof, in whole or in part;
- c. reflect, translate, alter, modify, merge, adapt, vary or make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- d. combine, associate, wrap-around, integrate, or align, any third-party software, components or add-on features with the Software or any part of it, in any manner whatsoever;
- e. exploit or otherwise make available the Software or any of its parts for any purpose including any commercial purpose;
- f. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such things, except to the extent that such actions cannot be prohibited by law;
- g. bypass or seek to bypass any security or technical measures (including de-obfuscating any code) relating to the Software, including by the adoption of techniques and technologies now known or hereafter developed; and
- h. transfer, export, or re-export the Software to any country (i) that would violate the export control laws of the United Kingdom or the United States of America, or (ii) other than the country in which we have made the Software available to you.

2.2 You must not use in connection with the Game any third-party software (including any game client which has not been developed by Gamepires or licensed under this Licence) which undertakes or enables any of the restricted activities specified at Section 2.1 above in relation to the Software.

2.3 Any use of the Software not expressly authorised by the terms of this Licence is expressly prohibited. Any use of the Software in violation of the Licence and restrictions will be regarded both as a breach of the terms of this Licence and/or as an infringement of our intellectual property rights in and to the Software (as detailed below). This includes, to the fullest extent permissible under applicable law, any breach committed outside of our Games, for example sharing User Content which breaches our Content Standards Policy (see section 10 of the Terms and Conditions) while streaming any of our Games or engaging with community forums relating to our Games.

2.4 You represent and warrant that: (i) you are not located in a country that is subject to embargo by the United Kingdom, the European Union (or any member state thereof) or the United States of America, and (ii) you are not listed on any list of prohibited or restricted parties from the United Kingdom, the European Union (or any member state thereof) or the United States of America.

2.5 Where our Games allow users to host a private server within our Games, you agree that your use of this server hosting functionality will be subject to the Specific Rules Relating to Player-Hosted Servers found at Schedule 2 below.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge, accept and agree that all title, ownership rights and intellectual property rights in and to the Software and all copies thereof (including without limitation any

titles, computer code, themes, objects, characters, storylines, catch phrases, locations, concepts, artwork, landscape designs, animations, sounds, musical compositions, recordings and audio-visual effects) anywhere in the world belong to us and/or our third-party licensors.

3.2 You acknowledge that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.

3.3 You acknowledge that you have no right in or have access to the Software in source code format unless otherwise as expressly provided within this Licence.

3.4 In no event will the Software be deemed to be "open-source" or "publicly available" software.

4. OTHER THIRD-PARTY SERVICES INTEGRATION AND THIRD-PARTY SOFTWARE ACKNOWLEDGMENTS

4.1 From time to time the Software may integrate with other third-party services or platforms.

4.2 These third-party services or platforms may generally require you to agree to the terms and conditions of such third-party supplier and set up a separate account or register with the third-party supplier in order to receive the third-party services or platform(s). The terms on which those third-party services or platforms engage with you and share information or data with the Software or us, are specific to each third-party provider. You should make yourself aware of the terms and conditions of the third-party provider before agreeing to receive such third-party services or platforms.

4.3 The Software may use or include third-party software ("Third-Party Software"). A list of the current Third-Party Software used within SCUM, Gas Guzzlers and/or within other Games published by or on behalf of Gamepires is available here, along with any conditions or restrictions to use. We reserve the right to update, change and add to this list of Third-Party Software, as applicable, from time to time.

4.4 If you integrate any Third-Party Software (including any third-party game client) or services ("User Installed Third-Party Service(s)") with the Software then, without prejudice to the generality of clause 8 of this Licence, Gamepires shall not, to the fullest extent permissible under applicable law, be liable or responsible in any form for any failure of the Software (or any Gamepires service supplied by the Software) caused as a result of the User Installed Third-Party Service. Gamepires does not audit, regulate or approve User Installed Third-Party Services. Use of a User Installed Third-Party Service with the Software is completely at your own risk, without liability to Gamepires and you will be solely responsible for any obligations, damages or losses which arise from such use.

5. PAYMENT REQUIREMENT

5.1 The Game requires a one-off payment to access the base version and may require further one-off payments to access and use premium features and/or additional downloadable content.

5.2 The Games do not require a subscription (for example, where you are charged a regular fee to retain access to the game) or use of regular in-game transactions (beyond the one-off payment(s) at 5.1) to access content.

6. DISCLAIMER OF WARRANTIES

6.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITH ALL FAULTS, WITHOUT WARRANTY, PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, QUALITY, SATISFACTION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOUR USE IS AT YOUR SOLE RISK. GAMEPIRES DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, OR THAT THE SOFTWARE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

6.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SOFTWARE. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SOFTWARE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT WE WILL HAVE ADEQUATE CAPACITY FOR THE SOFTWARE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL LAWS IN THE LOCATION YOU ACCESS OR USE THE SOFTWARE.

6.3 YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SOFTWARE MEETS YOUR REQUIREMENTS.

6.4 TO THE EXTENT THAT THE SOFTWARE IS ACCESSED VIA OR DOWNLOADED FROM A THIRD-PARTY PLATFORM, THE DISCLAIMERS OF WARRANTIES SET OUT IN THIS PARAGRAPH 7 ARE REPEATED ON BEHALF OF THE THIRD-PARTY OPERATOR AND ITS AFFILIATES, AND REFERENCES TO "WE" SHOULD BE CONSTRUED ACCORDINGLY. SUCH THIRD-PARTY OPERATORS AND THEIR AFFILIATES SHALL HAVE NO OBLIGATION TO PROVIDE SUPPORT OR OTHER SERVICES IN CONNECTION WITH YOUR USE OF THE SOFTWARE UNDER THIS LICENCE.

7. LIMITATION OF LIABILITY

7.1 SUBJECT TO SECTION 8.3, GAMEPIRES AND/OR ANY THIRD-PARTY OPERATOR AND ITS PARENT AND AFFILIATES SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SOFTWARE OR ANY USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, GAMEPIRES AND/OR ANY THIRD-PARTY OPERATOR AND ITS PARENT AND AFFILIATES SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO DIGITAL ASSETS SUCH AS CHARACTERS, VIRTUAL GOODS OR CURRENCY IN THE GAME, ACCOUNTS OR STATISTICS. GAMEPIRES AND/OR ANY THIRD-PARTY OPERATOR AND ITS PARENT AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS

OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL GAMEPIRES AND/OR ANY THIRD-PARTY OPERATOR AND ITS PARENT AND AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

7.2 The Software is provided to you free of charge under the terms of this Licence. To the maximum extent permissible by law our total liability, whether arising in contract, tort, strict liability or otherwise and including liability for losses, costs, expenses or damages shall not exceed (in the aggregate) an amount equivalent to the fees, whether one-off or otherwise, relating to the Game, actually paid by you to Gamepires during the twelve (12) months prior to the date of the cause of action first arising.

7.3 Nothing in this Licence shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

8. TERMINATION

8.1 We may terminate this Licence immediately if you commit a breach of this Licence.

8.2 Upon termination for any reason: (a) all rights granted to you under this Licence shall immediately cease; (b) you must immediately cease all activities authorised by this Licence; (c) you must immediately delete or remove the Software from all computer equipment in your possession, and (d) your access to and use of the Game under the Terms and Conditions will immediately cease and be terminated.

9. GENERAL

9.1 Each of the warranties and conditions (or rights and obligations) of this Licence operates separately.

9.2 If any provision, or part provision, of this Licence, including each of the warranties and conditions (or rights and obligations) is found to be illegal, invalid or unenforceable by any court or competent authority, the legality, validity and enforceability of the remaining provisions, including the warranties and conditions of this Licence, will not be affected.

9.3 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence. You may not transfer or assign your rights and obligations under this Licence to a third party.

9.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

9.5 This Licence, its subject matter and its formation, are governed by the laws of England and Wales. You and we both agree that the courts of England will have exclusive jurisdiction in relation to any dispute connected with this Licence or the Game.

9.6 This Licence constitutes and contains the entire agreement between the parties with respect to the subject matter hereof, provided, however, that this Licence shall co-exist with, and shall not supersede, the Terms and Conditions and the Privacy Policy.

9.7 This Licence is drafted in the English language and may be translated into other languages. The English language version of this Licence shall prevail if there is a conflict or inconsistency or clarification required with other language versions.

SCHEDULE 1: SPECIFIC RULES RELATING TO SCUM

1. ABOUT THIS SCHEDULE

1.1 The terms of this Schedule 1 apply only to SCUM.

1.2 All terms and agreement set forth in the Licence between you and Gamepires are deemed to be expressly incorporated into this Schedule 1 (except to the extent expressly modified by this Schedule 1) and shall be deemed to have the same force and effect as if set forth in full within this Schedule 1. To the extent that the terms set forth in this Schedule 1 are inconsistent with the terms of the Licence, the terms of this Schedule 1 will take precedence.

2. CREATION OF THIRD-PARTY TOOLS

2.1 SCUM supports the creation of third-party tools (“Third-Party Tools”) designed to interact with and complement the game by its community, including (but not limited to) the creation of Discord chat-bots.

2.2 Subject to the terms and conditions of the Licence (in particular, this Schedule 1) and any other policies which Gamepires publishes from time to time, Gamepires grants you a non-exclusive, non-transferable, non-commercial, limited and fully revocable licence over SCUM solely to create Third-Party Tools for use with the Software.

2.3 Any Third-Party Tools and their creation must be consistent with the terms of the Licence, including but not limited to paragraph 2.1c. of the Licence, save that:

- a. Paragraph 2.1d. of the Licence shall not prevent you from creating Third-Party Tools that comply with this Schedule 1; and
- b. Paragraph 2.1d or 2.2 of the Licence shall not restrict you from using third-party software or content to create Third-Party Tools, provided you fully comply with the terms of any related end-user-licence agreement of that third-party software or content, and the third-party software does not infringe the intellectual property rights of Gamepires or any third party or any of the terms of the Licence or this Schedule 1.

2.4 By creating a Third-Party Tool, you acknowledge that you have no ownership or interest in SCUM or any Third-Party Tool you create, except as expressly set out within this Schedule 1.

2.5 You may not sell, rent, lease, licence, distribute or otherwise exploit any Third-Party Tools for commercial gain and any such Third-Party Tools must be offered free of charge. Notwithstanding the terms of this clause 3.5, you may include an optional donation link on any page, post or link offering the Third-Party Tool for download or otherwise promoting the Third-Party Tool.

2.6 You may not create a Third-Party Tool that is considered:

- (a) pornographic, lewd, obscene, vulgar, discriminatory (based on any protected characteristic, including race, religion, gender, sexual orientation etc.), illegal, hate speech, promoting violence, promoting alcohol-use, promoting tobacco-use, gambling, promoting gambling, promoting drug use, an illegal activity or is otherwise objectionable (at Gamepires' discretion);
- (b) is considered misleading, intended to imitate, or actually imitates, any content produced by Gamepires or its affiliates;
- (c) contains any malicious code (for example, spyware or viruses);
- (d) contains any intellectual property from any other games developed by or published by Gamepires or its affiliates;
- (e) is likely to adversely impact the reputation or goodwill of Gamepires or its affiliates; or
- (f) is alleged to infringe or actually infringes the intellectual property rights of Gamepires, its affiliates or any third party.

2.7 Gamepires and its affiliates do not audit, regulate or approve Third-Party Tools. Creation or use of a Third-Party Tool of SCUM is completely at your own risk, without liability to Gamepires or its affiliates and you will be solely responsible for any obligations, damages or losses which arise from such Third-Party Tools.

2.8 Gamepires reserves the right to terminate the licence provided to you in relation to Third-Party Tools where you are in breach of this Schedule 1 or the Licence and may act without notice to remove any Third-Party Tools that do not comply with this Schedule 1 or the Licence.

2.9 You agree to indemnify and hold Gamepires and its affiliates harmless from any damages, losses, claims, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses and any compensation arising out of or in connection with any acts or omissions which constitute a breach by you of this Schedule 1.

SCHEDULE 2: SPECIFIC RULES RELATING TO PLAYER-HOSTED SERVERS

1. ABOUT THIS SCHEDULE

1.1 Certain Gamepires Software may permit users to rent and/or host a player-operated server or "world" (a "**Server**"), whether from Gamepires or a third party (e.g. Epic Games) or via shared server files, on which they and other users can use the Software ("**Server Hosts**" and "**Server Hosting**").

1.2 The terms of this Schedule 2 apply only to Server Hosting and are in addition to the terms and agreement set forth in the Licence. To the extent that the terms set forth in this Schedule 2 are inconsistent with the terms of the Licence, the terms of this Schedule 2 will take precedence.

2. HOSTING A SERVER

2.1 Server Hosts must have lawful access to the applicable Software and be at least 18 years of age.

2.2 Server Hosts cannot sell, rent, loan or otherwise operate Servers for commercial purposes except as set forth below:

- Server Hosts may host Servers which include their own content as long as they own the rights to the content or have appropriate permission to use the content from the rights owner (we refer to this content as "**Server Host Content**").
- Server Host Content can be used for marketing and promotional purposes as long as the Server is not operated in competition with Gamepires or any Gamepires Products.

Server Hosts can use and monetise their Server in accordance with the Gamepires Fan Content Policy, a copy of which is available [here](#). For example, Server Hosts are permitted to create YouTube content based on gameplay taking place on their Server and to participate in programs in order to earn ad revenue from their hosted content.

2.4 Server Hosts may be offered the opportunity to customise game modes and features on their Server ("**Custom Modes**"). No modifications are permitted beyond those which are expressly enabled through Gamepires functionality and the restrictions at paragraph 2 of the Licence otherwise apply in full. You acknowledge that Custom Modes shall be treated as "User Content" under the Terms and Conditions and therefore, you provide us with a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, worldwide, royalty-free license to use, modify, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) publish, commercially exploit and distribute such Custom Modes for any purpose, whether existing now or in the future, including without limitation, the making available of such Custom Modes to third parties.

2.5 Server Hosts may provide access to their Server only to players with lawful access to the applicable Software.

2.6 Server Hosts shall be responsible for the content hosted and actions of players on their Server, including but not limited to compliance with the Content Requirements set out at paragraph 3 below. Gamepires may also, at its discretion, make available to Server Hosts additional and appropriate content moderation tools, including some or all of the automated systems described at section 5 of our Terms and Conditions, which Server Hosts are encouraged to use.

2.8 Where a Server is hosted by Gamepires or a third party provider, we will use reasonable endeavours to (or, where applicable, to procure that the third party provider of the Server shall) maintain the operation of the Servers and rectify faults as quickly as possible. Gamepires reserves the right of itself and any third party provider to modify, including by way of regular updates, the Servers and we or our third party provider may have to suspend operation of the Servers without notice for repair, maintenance, improvement, security or any other reason that we or our third party provider determine. If so, we will do our best (or procure that the third party provider shall do their best) to ensure that the suspension is as short as possible. We cannot accept responsibility for such suspensions, interruptions or errors caused by circumstances outside our reasonable control.

3. CONTENT REQUIREMENTS

3.1 Server Hosting is subject to Gamepires' Terms and Conditions and, where applicable, Game Rules. Your attention is drawn in particular to section 10 of the Terms and Conditions which sets out Gamepires' Content Standards Policy.

3.2 Server Hosts are responsible for compliance with the Content Standards Policy on their Server.

3.3 Servers must not:

- include a name and description which is inaccurate, incomplete or is otherwise in breach with any applicable laws, regulations and codes of conduct;
- attempt to or purport to be an official Gamepires or Gamepires-endorsed server nor hosted by a Server Host who represents themselves as being affiliated with or employed by Gamepires;
- permit access to players unless they have a genuine copy of the applicable Game;
- contain any obscene, hateful, inflammatory, threatening, intentionally misleading, harassing, sexually explicit or deceptive or fraudulent content;
- infringe the rights of any third party;
- contain viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to affect the operation of any computer software, hardware or network; or
- reveal details that enable anyone to be identified or contacted outside of the Game (e.g. last name, postal/email address or telephone number), however Server Hosts may direct users to a Discord (or similar) server dedicated to the Server.

3.4 Gamepires reserves the right to monitor, record, suspend, remove or delete User Content and/or suspend or permanently disable Servers and/or terminate the Licence of the Server Host. For more information on how Gamepires protects its players, please see sections 5 and 10 of the Terms and Conditions.

4. BREACHES OF THESE TERMS

4.1 Gamepires reserves the right to apply sanctions to hosted Servers, Server Hosts and users that breach the terms of this Schedule 2. Sanctions may include, but are not limited to, restrictions against the users that breached these rules, the suspension or banning of such users, and/or the closure of infringing Servers. Unless required by law, we will not refund any amounts paid in connection with the Servers or Gamepires Products if we sanction you for breaching the terms of this Schedule 2 (to learn more, please see our Refunds Policy at section 13 of the Terms and Conditions).

4.2 Gamepires further reserves the right to report illegal content to law enforcement authorities where necessary, including the disclosure of a user's identity to them in accordance with our Privacy Policy.

4.3 If you believe that a server, Server Host or user is acting in breach of the terms of this Schedule 2, you can report it [here](#).

5. TERMINATION

5.1 Gamepires reserves the right to stop offering Servers at any time either permanently or temporarily, at which point any license granted to you to host a Server will be automatically terminated or suspended. In such event, Gamepires shall not be required to provide refunds, benefits or other compensation to Server Hosts in connection with such discontinued elements Servers unless required by law.