# **Terms & Conditions**

A summary of this document, written for young people, is available here.

Date: 7 June 2025.

### 1. Introduction

These terms and conditions of use, together with our privacy policy ("Privacy Policy"), end-user licence agreement ("EULA") and all supplemental terms (as amended from time to time), other documents, rules and policies that are expressly referenced in these terms and conditions (the "Terms"), govern your use of any Gamepires Products (as defined below) made available by Gamepires to you ("you"/"yours"). Copies of our Privacy Policy, EULA and other Terms are available here.

The Gamepires Product is made available to you in accordance with these Terms by Gamepires d.o.o ("Gamepires", "we", "our", "us"), a company registered in Croatia, and located at Slavonska avenija 6a, 10000, Zagreb, Croatia.

Please read these Terms carefully. These Terms form a legally binding contract between you and us. By downloading, browsing, installing, accessing or using a Gamepires Product in any way, you agree to be bound by these Terms. If you do not agree to be bound by these Terms you should not download, install, browse, use or access the Gamepires Product. If you have used or downloaded a Gamepires Product, but do not agree to these Terms, you should immediately discontinue your use of the Gamepires Product and uninstall it from your device.

To use the Gamepires Product you may be required to comply with third-party platform operator terms (e.g. Apple's App Store or Google's Play Store terms). If you are accessing any Gamepires Product via any third-party platform then these Terms shall apply in respect of your use of the Gamepires Product, in addition to any terms and conditions imposed by such third party platform.

PLEASE KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE. YOU SHOULD CHECK THESE TERMS EVERY TIME YOU USE A GAMEPIRES PRODUCT AS WE MAY CHANGE THESE TERMS AT ANY TIME IN ACCORDANCE WITH THE PROCESS SET OUT AT SECTION 3 BELOW.

### 2. Definitions

"Gamepires Product(s)" means the applicable platform versions of the games Gamepires may make available to you from time to time (whether existing now or in the future) pursuant to these Terms and which shall include any authorised software needed to operate these games and access the platforms, all updates, additional content and localised versions thereof and any other related products, websites, applications or services made available by Gamepires). THE ONGOING SUPPLY OF ANY PARTICULAR GAMEPIRES PRODUCT IS NOT GUARANTEED. SOME GAMEPIRES PRODUCTS HAVE AGE RESTRICTIONS.

References to "Stopping" or to "Stop" a user from playing/accessing includes temporarily or permanently disabling, suspending, banning or muting a player. If you are muted, you can continue to play but will not be able to use free text chat. If you are banned, you will not be able to access the Gamepires Products and any licenses previously granted to you to use the Gamepires Products will be either temporarily or permanently revoked. More information about when Gamepires may Stop you playing can be found in sections 5 and 11 of these Terms and your attention is drawn to our Content Standards Policy at section 10.

"User Content" means all information of any kind (including remarks, suggestions, ideas, graphics, text, images, video, information and messages) communicated, posted, uploaded, or sent by users on or in connection with Gamepires Products (including any user content created in game such as the particular appearance of a character). Gamepires Products may include social elements which permit players to come into contact with and chat to other players. Messages exchanged between players, whether in private in-game messaging or public forums, are included within this definition of User Content.

Other terms are defined in context below.

### 3. Changes to these Terms

We may change these Terms to reflect: (a) changes in applicable laws; (b) regulatory or security requirements; (c) relevant guidance or codes of practice; (d) technical alterations to Gamepires Products; (e) to improve clarity and consistency; or (f) for any other reason within the sole discretion of Gamepires.

Please check the Terms whenever you use a Gamepires Product. We will treat your continued use of a Gamepires Product as acceptance of any changes made to the Terms from the previous version. If you do not agree with the changes you should uninstall the Products from your device and cease playing before the renewal date.

### 4. Users under 18

Gamepires Products have age restrictions to prevent users who are under 13 years of age from using a Gamepires Product. You may not use the Gamepires Product if you are under the age of 13 and it is a violation of our Terms to download or install the Gamepires Product on behalf of someone under this age. Where an applicable age rating body (e.g PEGI, ESRB, USK) or platform (e.g Apple, Google Play) classifies a particular Gamepires Product as suitable to be played only by users of a specified age above 13 years old, then in such circumstances, users below this classified age shall not be entitled to play, use or access the particular Gamepires Product until they have reached the specified age classification. For users aged 13 to 17, subject to the exceptions set out above and the laws of your country of residence (including the applicable age rating classification allocated to the Gamepires Product by the relevant age rating authority and/or platform) and you obtaining your parents'/guardians' prior consent, you will be entitled to use the Gamepires Products. We do not knowingly collect or store any personally identifiable information from users under 13. If we find out that any personally identifiable information we have collected is from someone under 13, we will Stop them from playing and delete their data.

If you are under 18, by using the Gamepires Product you are representing (i.e. making a promise) that you have consent from your parents/guardian to use Gamepires Products in accordance with our Terms. We may Stop youplaying if we are not satisfied that such consent has been given. You and your parent(s) or guardian(s) must review these Terms together. Parents and guardians are responsible for the acts of children under 18 years of age when using the Gamepires Products. We recommend that parents and guardians familiarise themselves with parental controls on devices they provide their child.

If we are told by a parent/guardian that their child has misrepresented their age when registering for Gamepires Products, we will Stop the user playing, provided we have information which satisfies us that the reporting person is indeed the parent or guardian of that child.

### 5. Safety and abuse

You should be aware of the potential risks of using a service which includes extensive User Content. User Content may be inaccurate, out of date or otherwise inappropriate. We cannot guarantee that users will comply with our Terms, rules or otherwise behave appropriately. You should not assume that a person is who he or she claims to be. In your own interests, you should not attempt to contact any user outside a Gamepires Product.

If you are the victim of offensive or inappropriate behaviour or receive any other unwanted communications, you should report such inappropriate behaviour to us via the in game "Report abuse" button as well as seeking appropriate external help, for example from parents or law enforcement authorities. For users in the UK or EU, you may report illegal content encountered in a

Gamepires Product <u>here</u>. If you continue to suffer problems, or are not satisfied, then you must stop using the relevant Gamepires Products. Alternatively, please <u>contact our customer support team</u>.

### **Anti-Cheat Technologies**

We may use automated anti-cheat technologies in relation to the Gamepires Products. When you connect online to a game server, these technologies may activate and monitor your game play, the files on your device associated with the Gamepires Product or that otherwise access our servers, and your computer's memory, purely for the purposes of detecting and preventing cheating.

We may Stop you playing if we determine you have been cheating.

#### Moderation

Illegal content is not permitted in Gamepires Products and we use a combination of automated systems and human review to prevent, identify and remove it from in-game chat and other user generated content. Illegal content includes, but is not limited to, harassment, threats, discrimination, intimate image abuse, sexual exploitation, terrorism, coercive behaviour and encouraging suicide. Please see our Content Standards Policy at section 10 below for more information.

If you share illegal content in a Gamepires Product we may Stop you playing. We may also supply chat logs to relevant civil and criminal authorities in line with our Privacy Policy.

We may use the following automated systems to assist with moderation of Gamepires Products:

- Filters which automatically censor certain offensive words or phrases in in-game chat. Some
  Gamepires Products may offer you the opportunity to customise the level of filtering.
- Systems which monitor in-game chat to detect (i) phrases which are illegal or otherwise prohibited by these Terms (including by our Content Standards Policy at section 10 below) and (ii) behaviour indicative of spamming or other conduct contrary to these Terms.
- Checks of character names which endeavour to block the creation of offensive or misleading character names.
- Anti-fraud technology which monitors purchases and payments to block fraudulent or suspicious transactions.

Our staff may access and review chat logs in order to:

• identify and take action (i) to remove and prevent illegal content; (ii) in respect of other conduct or behaviour which is contrary to these Terms; or (iii) in accordance with any duty of care; or

• intervene by referring matters to emergency services where we have a reasonable belief that a user may be contemplating suicide, self-harm, or harming other users or third parties.

Our staff may apply sanctions up to and including permanent bans, and may apply IP / device bans for serious offenders.

Sanctions based on your behaviour are usually eligible for appeal via <u>customer support</u>. All appeals are subject to human review and are not automated. We will determine appeals at our sole discretion and our decision is final. You can read more about action that may be taken to Stop you playing at section 11 of these Terms.

# 6. Your access and license

To use many features of Gamepires Products, we may require you download and/or, install certain authorised software on your device. We grant valid users of Gamepires Products, a non-exclusive, non-transferable, non-sub-licensable, personal, limited license, which can be revoked at any time, to access and use the Gamepires Products and (as applicable) to download and use our software and install the Gamepires Products on a device and to connect to our servers solely to use Gamepires Products for personal and non-commercial purposes and subject at all times to your strict compliance with these Terms. To be clear, we consider the use of a Gamepires Product to access any authorised software in order to understand, decompile, reverse engineer, copy, reproduce, or transmit such authorised software as being outside the scope of "personal and non-commercial use". We reserve all other rights, including all right, title and interest in the Gamepires Products and associated intellectual property rights. You may not otherwise use, decompile, reverse engineer, copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of the Gamepires Product. Further you may not use any automation tools, macros, bots, auto-typers and tools to circumvent any technical mechanisms or protections in place, share, or participate in any way whatsoever in any real-world trading, to break any of these Terms, exploit any known faults or bugs in the Gamepires Products or authorised software, impersonate any employee, officer or agent of Gamepires, persuade or attempt to persuade (including procuring others to persuade) other users to share any personal information, run or attempt to run any types of games of chance whether in the Gamepires Product or in the real world using any part of the Gamepires Product; encourage others whether directly or indirectly to break any of these Terms; use inappropriate language or behaviour including any action that may be considered offensive, racist, obscene, discriminatory; nor ask for any personal details of other users; advertise other websites in the Gamepires Product or any Gamepires authorised forums or social media platforms.

Except as provided in these Terms, use of the Gamepires Product does not grant you any right, title, interest or license to any such intellectual property you may access through the Gamepires Products. Except as provided in these Terms, any use or reproduction of the Gamepires Products or intellectual property therein is strictly prohibited.

THE GAMEPIRES PRODUCTS AND ANY ASSOCIATED SOFTWARE ARE LICENSED TO YOU, NOT SOLD. YOUR LICENSE CONFERS NO TITLE OR OWNERSHIP TO THE GAMEPIRES PRODUCTS OR SOFTWARE.

When using a Gamepires Product, you may be asked to choose a character name that will be used to identify you to other users. You must not choose a name that infringes the rights of any third party, impersonates Gamepires staff or other users, which is deliberately confusing, offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate. We reserve the right (at our sole and absolute discretion), to change any name for any reason or take such other action as we believe appropriate.

You are fully responsible for all activities while using the Gamepires Product (including the activities of all persons who gain access to your device on which the Gamepires Product or related software is installed and/or downloaded) and for complying with any licences granted in these Terms and for any software. You are expressly prohibited from allowing anyone else to play or access the Gamepires Product on your behalf. We reserve the right to Stop immediately your access to the Gamepires Product if someone else uses it. You must keep your computer and/or device (as applicable) free of viruses and other malicious code including Trojans, worms, time bombs, malware and spyware.

We do not guarantee Gamepires Products will be secure or free from bugs or viruses.

You must not attempt to gain unauthorised access to the Gamepires Product, the server on which the Gamepires Product is stored, or any server, computer or database connected to the Gamepires Product. You must not attack the Gamepires Products via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them in accordance with our Privacy Policy. In the event of such a breach, your right to use and licenses granted in these Terms to the Gamepires Product will cease immediately without notice from us.

If you believe that you have lost or had stolen the device upon which the Gamepires Product or related software is installed or accessible or you believe that someone other than you has gained access to your device, you should immediately submit an customer service request via the Gamepires Product's main menu.

# 7. Intellectual property rights, ownership and restrictions

Gamepires® is a registered and/or unregistered trademark of Gamepires in the United Kingdom, the United States, the European Union and other territories. The names, brands and logos of all other videogames published by Gamepires, whether existing now or in the future, are either the registered and/or unregistered trademarks of Gamepires or owned by third-parties and used under licence by Gamepires.

You must not create or provide any other means by which any Gamepires Product may be played by others (including, without limitation, replacement or modified client/server software or server emulators). Please note that any such activity may constitute civil wrongs and/or criminal offences, and we reserve the right to take such action as appropriate in the circumstances should we become aware that such offences are being committed.

Materials (including without limit all information, software, data, text, photographs, graphics, sound and video) placed on any Gamepires Product by us, or on our behalf, are protected by our (or our business partners/suppliers/advertisers or licensors) copyright and other intellectual property rights. You may not use these materials or any Gamepires Product except in accordance with these Terms and for personal and non-commercial use only.

You acknowledge that all intellectual property and other rights in any Gamepires Product, including without limitation any game character, contentand virtual items in the Gamepires Products are and will remain the property of Gamepires and/or its licensors. As part of the license granted under these Terms, you are only granted limited non transferrable, non-sub-licensable permission (which can be revoked at any time) to use such content or Gamepires Product, subject to and in accordance with these Terms and solely for your personal and non-commercial use.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP, TITLE OR OTHER PROPRIETARY INTEREST IN ANY GAMEPIRES PRODUCT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE GAMEPIRES PRODUCTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF GAMEPIRES. Gamepires does not permit any: (a) transfers of virtual items which take place outside the rules of a Gamepires Product; or (b) sale, gift or trade in the real world of anything that appears or originates in a Gamepires Product.

Gamepires reserves the right to stop offering a Gamepires Product or a particular part of a Gamepires Product at any time either permanently or temporarily, at which point any license granted to you to use the Gamepires Product or a part thereof will be automatically terminated or suspended. In such event, Gamepires shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Gamepires Product unless required by law.

### 8. Game Rules

You must comply with the current version of all rules, guidelines, codes of conduct or instructions specified in any Gamepires Product, if any ("Game Rules"). The Game Rules are expressly

incorporated into these Terms. Any use of a Gamepires Product not in accordance with the Game Rules exceeds the scope of the license granted by these Terms and is prohibited.

#### 9. User Content

You acknowledge that you will be responsible for whatever User Content you submit and you, not Gamepires, will have full responsibility for the User Content, including its legality, reliability, appropriateness and originality and compliance with all applicable laws and regulations. You will comply with and be bound by the Terms relating to User Content, as set out in section 10 below.

We reserve the right without notice or refund, to monitor, record, suspend, remove or delete User Content and/or to disclose to the relevant authorities any User Content if: (a) it is the subject of a complaint; (b) if we consider or suspect that that it breaches or may breach our Terms (including our content standards policy) or the rules of a Gamepires Product (including the Game Rules); (c) if we consider that such steps are necessary to protect us or others; (d) a criminal act or civil wrong has been committed; or (e) we are required to do so by law or an appropriate authority.

If you wish to notify Gamepires of a complaint in relation to User Content (including an allegedly defamatory statement), whether contained, as applicable, on our website, or in relation to a Gamepires Product in any format, and you believe such User Content breaches the Terms set out in section 10, please contact our <u>customer support team</u> and you will need to provide the following information:

- 1. Your contact details, including your full name, player name (if applicable), your postal address, telephone number and email address.
- 2. The full details of the material complained about and the reasons for the complaint.
- 3. The exact and full url where you found the material and a screenshot of the in-game material;
- 4. If the request relates to copyright or other intellectual property, provide proof that you are the rights holder and a statement that, under penalty of perjury, you are the rights holder or an authorised representative of the rights holder.

You should be aware that removing User Content from public display may not ensure the complete or comprehensive deletion of the posted User Content.

# 10. Content standards policy

You shall ensure that all User Content created or posted by you satisfies the requirements set out in this section 10. These requirements apply in addition to our web page specific User Content policies, such as any policies on Gamepires forum posts, in-game chat and private messaging or other policies published on our websites from time to time.

In addition to agreeing to comply with the letter of these provisions, you also undertake to comply with the spirit behind it. You must not encourage or assist any other user to breach these provisions. You are solely responsible for your User Content including any User Content you place on any wiki or forum or other third-party content sharing or social site.

**User Content:** 

#### Must:

- be accurate, complete, uploaded or sent in good faith and compliant with all applicable laws, regulations and codes of conduct; and
- only be uploaded or sent if you own the rights in such content, have appropriate permission from the rights owner, or are otherwise authorised by law.

### **Must Not:**

- be illegal;
- be obscene, hateful, inflammatory, threatening, intentionally misleading, harassing, sexually explicit or pornographic, or deceptive or fraudulent in anyway;
- promote violence or discrimination, promote or endorse any illegal activity, promote suicide, self-harm, or eating disorders, or otherwise be objectionable;
- be defamatory or an invasion of an individual's right to privacy;
- infringe the intellectual property or other rights of any third party, including copyrights, trademarks, database rights, any rights of confidentiality or any similar rights;
- attempt to or purport to spread information that is false or inaccurate or misleading;
- attempt to or purport to impersonate any person or misrepresent your identity, affiliation or connection to any other person;
- 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;
- reveal details that enable you or anyone else to be identified or contacted outside of the game (e.g. last name, postal/email address or telephone number);
- have any commercial purpose;
- involve junk mail, spam, pyramid selling or similar schemes; or

• consist of any other content that, in our opinion breaches or may breach the spirit of or intention behind any of the above "must nots".

You agree that by submitting any material of any kind to us (including but not limited to posting chat) for any purpose connected with any Gamepires Product (for examples, suggestions and ideas for any game or contributions to any gallery page), you are giving us 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 and distribute such User Content for any purpose including the making available of such User Content to third parties, provided that Gamepires may not use User Content in violation of the Privacy Policy. You agree to waive any moral rights to the extent permitted by law and that you will not withdraw the submission or attempt to make a charge for its use. Furthermore, you warrant and represent that you are the exclusive copyright and intellectual property rights holder in relation to the submission and that the submission in no way breaches the rights of any other person or entity.

Any User Content you upload to a Gamepires Product will be considered non-confidential and non-proprietary. You warrant and represent that any User Content you upload is your original content, does not contain any third-party personal data, and that you have all necessary rights and consents to provide us with such User Content.

You undertake and acknowledge that you shall have no ownership or other proprietary interest in the Gamepires Product or User Content that you create, except as expressly stated within these Terms. You undertake, acknowledge and agree that any interest in any elements of the User Content that represent, comprise, derive or are based upon any intellectual property rights which exist within the Gamepires Product (including but not limited to any computer code, themes, objects, characters, character names, stories, dialogues, catch phrases, locations, concepts, artwork images, animation, sounds, musical compositions, audio-visual effects or text), including without limitation copyrights, trademarks and other intellectual properties therein and/or related thereto, whether or not registered or registerable, are owned by, or for the benefit of Gamepires and its licensors.

# 11. Gamepires Stopping you playing

If, acting reasonably, we consider that:

- 1. Our Terms or any Gamepires Product rules (including the Game Rules) have or may have been breached or will be breached; and/or
- 2. there has been fraudulent, unlawful or abusive activity; and/or
- 3. it is necessary in order to prevent or stop any harm or damage to us, to any Gamepires Product, to other players, the general public or to you then:

In our sole discretion, we may at any time: (i) Stop (as defined above) your access to any or all Gamepires Products; and/or (ii) restrict access to any content-uploading or other feature of the Gamepires Product or related services. These actions may result in loss of real money paid in prohibited transactions. If we take any of the above action, you may have a right of appeal via our customer support.

WE DO NOT GUARANTEE THE ONGOING SUPPLY OF ANY GAMEPIRES PRODUCT OR THAT THE GAMEPIRES PRODUCT AND ANY RELATED SERVICES AND CONTENT WILL BE AVAILABLE AT ALL TIMES, IN ALL LOCATIONS, OR AT ANY GIVEN TIME OR THAT WE WILL CONTINUE TO OFFER SUCH GAMEPIRES PRODUCTS, RELATED SERVICES AND CONTENT FOR A PARTICULAR LENGTH OF TIME. UPON REASONABLE NOTICE TO YOU (AND WITHOUT REASON), GAMEPIRES MAY STOP YOUR ACCESS TO GAMEPIRES PRODUCTS AND YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND FOR ANY AMOUNTS PAID IN CONNECTION WITH THE PRODUCTS.

### 12. Payments

Gamepires will not be liable for any use or sales tax that you may be subject to in relation to your use of Gamepires Products. If any use or sales taxes are payable in respect of your use of Gamepires Products, Gamepires may charge you for such taxes, in addition to other payments due to Gamepires from you.

By agreeing to these Terms, you represent to Gamepires that you are the authorised user of any payment information or method which you provide to Gamepires or use in connection with any Gamepires Products, including but not limited to any credit or other payment card details, PIN numbers, or key associated with that payment, and you authorise Gamepires to charge your credit card or process your payment with the relevant third-party payment processor for amounts payable by you.

Gamepires may require you to provide your address or other personal information in order to meet its obligations under applicable tax law. By agreeing to these Terms, you represent that such address is your place of residence and that any other such details are accurate and up-to-date, and that you have not and will not use IP proxying or any other methods to disguise the place of your residence, whether to circumvent geographical restrictions on game content, to purchase at a pricing not applicable to your country or area of residence, or for any other purpose. If you do this, Gamepires may Stop your access to Gamepires Products.

# 13. Refund policy

Unless required by law, we will not refund any amounts paid in relation to any Gamepires Product when:

- You have been the victim of in-game scamming, as there are warnings about avoiding this on the Gamepires Products.
- You have been Stopped from a Gamepires Product for violating these Terms including any rules of a Gamepires Product (including the Game Rules) or the User Content policy.
- You have been using unauthorised software to access the Gamepires Product.
- Gamepires stops offering the Gamepires Product.

# 14. Functioning of Gamepires Products

We will use reasonable endeavours to maintain the operation of the Gamepires Products and rectify faults as quickly as possible. Gamepires reserves the right to modify, including by way of regular updates, the Gamepires Products and we may have to suspend operation of a Gamepires Product without notice for repair, maintenance, improvement, security or any other reason. If so, we will do our 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 (see section 21 below).

Third Party Software

Gamepires does not recommend, endorse or authorise the use of third-party software with Gamepires Products ("Third-Party Software"). Third-Party Software will never be available for download on any Gamepires approved websites.

Gamepires does however, currently tolerate certain Third-Party Software to be used by users to access the relevant Gamepires Product provided such Third-Party Software complies with any rules or guidance issued by Gamepires (including any Game Rules), and such guidance shall be wholly within the sole discretion of Gamepires. Currently the only such Third-Party Software tolerated by Gamepires is Scum Admin Helper and SCUM Map.

Gamepires gives no warranties or representations in relation to any Third-Party Software and does not grant a license; any license to the user for such Third-Party Software is granted by the relevant third party who has provided the Third-Party Software.

Further, users who use such Third-Party Software do so at their own risk and accept that any warranties and representations whether contained in these Terms or implied by statute shall to the maximum extent applicable by law, not apply in respect of the Gamepires Product when used in any way with such Third-Party Software.

Gamepires expressly reserves the right, at any time, to restrict user access to the Gamepires Product, if Third-Party Software is used by the user in relation to the Gamepires Product and to require all users to use only Gamepires authorised client software thereafter. In such circumstance,

Gamepires shall use its reasonable endeavour to ensure all users are notified in advance and given a reasonable opportunity to download and install Gamepires authorised client software.

We cannot guarantee that any Gamepires Product will work on or be compatible with or capable of being accessed on any particular devices, platforms, operating systems or equipment, or in conjunction with any particular non-Gamepires approved software or connectivity services. We do not accept responsibility for such equipment, software or services. We also do not guarantee that the Gamepires Product can be accessed in all geographic locations.

Minimum technical specs and compatibility information is available on the Steam store pages of the Gamepires Products.

We cannot guarantee the ongoing supply of any particular Gamepires Product.

# 15. Third party sites and technologies

GAMEPIRES PRODUCTS MAY INCLUDE LINKS TO INTERNET SITES OR OTHER TECHNOLOGIES SUPPLIED BY THIRD PARTIES INCLUDING SITES/TECHNOLOGIES WHICH ENABLE YOU TO PAY BY MEANS OF PAYMENT METHODS PROVIDED BY THIRD PARTIES. WE MAKE NO PROMISES ABOUT THOSE THIRD-PARTY SITES TECHNOLOGIES OR THEIR CONTENT, PRODUCTS OR SERVICES AS THESE ARE OUTSIDE OUR REASONABLE CONTROL, AND GAMEPIRES IS NOT RESPONSIBLE FOR THEIR CONTENT OR FOR THEIR COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION.

ANY THIRD-PARTY SITES OR TECHNOLOGIES SUGGESTED ARE NOT ENDORSED, CONTROLLED OR VERIFIED BY GAMEPIRES. GAMEPIRES DOES NOT GUARANTEE THAT ANY SUGGESTED TECHNOLOGIES WILL WORK ON YOUR COMPUTER OR BE VIRUS FREE. ANY SUGGESTIONS MADE ARE NOT A WARRANTY OF ANY KIND AND GAMEPIRES IS NOT RESPONSIBLE FOR ANY DISRUPTION, PROBLEM, DAMAGE, DATA LOSS, COST OR INCONVENIENCE CAUSED BY THE SUGGESTED SITES OR TECHNOLOGIES. GAMEPIRES WILL NOT PROVIDE SUPPORT FOR ANY SITES OR TECHNOLOGIES WHICH ARE NOT ITS OWN. GAMEPIRES EXERCISES NO CONTROL OVER THE COPYRIGHT, PATENT OR TRADEMARK COMPLIANCE OR LEGALITY OF THE SUGGESTED SITES OR TECHNOLOGIES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GAMEPIRES EXPRESSLY DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY YOUR ACCESS OF ANY THIRD-PARTY SITES OR TECHNOLOGIES.

### 16. OUR AND YOUR LEGAL RESPONSIBILITY

GAMEPIRES PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE PROVIDE NO EXPRESS, IMPLIED OR STATUTORY

WARRANTIES THAT YOU WILL BE ABLE TO ACCESS OR USE A GAMEPIRES PRODUCT AT THE TIMES OR LOCATIONS OF YOUR CHOOSING OR THAT A GAMEPIRES PRODUCT WILL BE UNINTERRUPTED OR FREE OF ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES. ACCORDINGLY, GAMEPIRES IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OF THE GAMEPIRES PRODUCT OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE GAMEPIRES PRODUCT. WE ALSO MAKE NO GUARANTEE THAT THE GAMEPIRES PRODUCTS WILL WORK WITH OR CAN BE ACCESSED ON ANY PARTICULAR DEVICES, PLATFORMS, OPERATING SYSTEMS OR EQUIPMENT, OR IN CONJUNCTION WITH ANY PARTICULAR SOFTWARE OR CONNECTIVITY SERVICES. WE DO NOT ACCEPT RESPONSIBILITY FOR SUCH EQUIPMENT, SOFTWARE OR SERVICES.

GAMEPIRES EXPRESSLY DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY US OR OUR EMPLOYEES OR AGENTS IN CIRCUMSTANCES WHERE (A) THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY US OR BY ANY OF OUR EMPLOYEES OR AGENTS; (B) SUCH LOSS OR DAMAGE IS NOT A REASONABLY FORESEEABLE RESULT OF ANY SUCH BREACH; OR (C) SUCH LOSS OR DAMAGE RELATES TO A BUSINESS. BY USING A GAMEPIRES PRODUCT OR SERVICES OFFERED BY GAMEPIRES, YOU AGREE TO WAIVE ANY LEGAL DUTY OF CARE OWED TO YOU BY GAMEPIRES, TO THE MAXIMUM EXTENT ALLOWED BY LAW.

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, OUR TOTAL LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING LIABILITY FOR ANY LOSSES, COSTS, EXPENSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH A GAMEPIRES PRODUCT OR THESE TERMS SHALL NOT EXCEED (IN AGGREGATE) THE MONETARY AMOUNT EQUIVALENT TO THE FEES, RELATING TO THE GAMEPIRES PRODUCT, ACTUALLY PAID BY YOU TO GAMEPIRES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CAUSE OF ACTION FIRST ARISING. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT GAMEPIRES'S LIABILITY FOR ANY LOSS OR DAMAGE, TO THE EXTENT THAT SUCH LIABILITY CANNOT UNDER ANY APPLICABLE LAW BE EXCLUDED OR LIMITED.

YOU WILL BE LIABLE FOR ANY LOSS OR DAMAGE WE SUFFER ARISING FROM YOUR BREACH OF THIS AGREEMENT OR MISUSE OF A GAMEPIRES PRODUCT.

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

PLEASE NOTE THAT WE ONLY PROVIDE GAMEPIRES PRODUCTS FOR PERSONAL USE. YOU AGREE NOT TO USE THE GAMEPIRES PRODUCTS FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY OR ANY INDIRECT OR CONSEQUENTIAL LOSS.

### 17. Export Laws

You must comply with all applicable domestic and international export laws and regulations (which may be amended from time to time) that apply to the services, virtual items, which include restrictions on destinations, users, and use. You agree not to use, export, re-export, download, or otherwise transfer any part of the services, virtual items, into (or to a national or resident of) any country to which any of the UK, EU Member State or U.S ("Key Jurisdictions") has issued an embargo, or to anyone on any Key Jurisdiction government list of specially designated nationals and blocked persons list and other sanctions lists administered by the authorities within those Key Jurisdictions. You represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country and that you are not a specifically designated national or blocked person.

### 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use your personal data as set out in Our Privacy Policy. This may include the use of marketing technologies for data analytics and personalised advertising.

### RULES ABOUT LINKING TO GAMEPIRES PRODUCTS

You may link to our home page or provide links to a Gamepires Product's page within a third party app store or other third party site or platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or the reputation of our products and services.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on a Gamepires Product other than that set out above, please contact us.

### 19. General

These Terms and any document incorporated by reference constitute the entire agreement between the parties with respect to its subject matter and supersede any previous terms between the parties in relation to such matters. The limitations, exclusions and restrictions in these Terms shall inure to the benefit of Gamepires's licensors, successor and assigns. These Terms are drafted in the English language and may be translated into other languages. The English language version of these Terms shall prevail if there is a conflict or inconsistency or clarification required with other language versions. The headings in these Terms are for ease of reference only and shall be disregarded in construing or interpreting the Terms. If we fail to enforce any provision of these Terms, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. If any provision of these Terms is found by a court to be invalid, we agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect. We may transfer all or part of our rights or duties under these Terms provided we take reasonable steps to ensure that your rights under these Terms are not prejudiced. As these Terms are personal to you, you may not transfer any of your rights or duties under it without our prior written consent. A person who is not a party to these Terms shall have no rights to enforce any its terms. These Terms 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 these Terms or the Gamepires Products.

# **20.Force Majeure**

Force majeure means any cause or event beyond the reasonable control of the affected party including without limitation war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination, pandemic, strikes, civil action, unavailability of the internet, unscheduled hosting and maintenance to systems, power and data losses and acts of God. We shall not be obliged to perform our obligations under these Terms to the extent that we are prevented from doing so by reason of an event of force majeure. Performance of these Terms may cease during the continuation of the force majeure event and for such time after that event ceases as is necessary for us to start satisfying our obligations again. For so long as such force majeure event is continuing, our corresponding obligations under these Terms shall be suspended to the same extent. If such force majeure continues for a continuous period in excess of four months, we may terminate access to the Gamepires Products immediately on service of notice to you.

# 21. Complaints

If you are dissatisfied with a Gamepires Product or any aspect of it, please contact us via the customer support section of the Gamepires Product website <a href="here">here</a>. If you are unhappy with the outcome of your complaint, please write to our registered office above providing us with the

following information: your name, username, email address, the full details of your complaint, Gamepires's previous response to your complaint and why you disagree with the outcome. Please mark the letter for the attention of the "Customer Support Complaints Team".