



Terms of Use of the Fatus Services

Terms of Use of the Fatum Services Last Updated: June 2025 These Terms of Use (the "Terms") governs your access and use of products, content and services offered by FATUM GAMES SL (Spanish Business ID: B21832985) doing business as Fatum Games SL, and its subsidiaries or affiliated companies ("Fatum" or "we"), such as game software and related updates, upgrades, features, virtual currency, virtual items; all online and mobile services, platforms, and websites; physical products; and live and virtual events hosted by or associated with Fatum (collectively "Fatum Services"). PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR SERVICES.

1. **Eligibility.** The Services may not be used by anyone under the age of 18 without the supervision of a parent or legal guardian who agrees to be bound by these Terms. You represent and warrant that you are at least 18 years of age (or the age of legal majority under applicable law), or, if not, that you have reviewed these Terms with your parent or legal guardian and that they have agreed to be bound by these Terms. By using the Services and Content (defined in Article 7), you accept and agree to comply with these Terms and any particular age and territorial criteria. Additional terms may be applicable to a specific Service, including for example any presently applicable Privacy Policy, End User License Agreement and code(s) of conduct ("Code of Conduct"). Please make sure to read all these documents before accessing a Service. The Services and Content are licensed to you, not sold. This means we grant you a personal, limited, non-transferable and revocable right and license to use the Services and access the Content, for your entertainment, non-commercial use, subject to your compliance with these Terms.
2. **Privacy.** Please refer to our Privacy Policy for information about how we collect, use and share information about users of our Services. Your use of the Services is subject to our Privacy Policy, which is incorporated by reference into these Terms. By accessing or using the Services, you agree to be bound by our Privacy Policy. If you do not agree to all of its terms, do not use our services.
3. **Ownership.** A. **Fatum Materials.** Fatum owns or has licensed all rights and title in and to the Services. The Services contain content including, without limitation, Fatum's logos, and all designs, text, graphics, pictures, artwork, animations, information, data, software, computer code, methods of operation, applets, chat transcripts, sound files, musical recordings, and compositions, recordings and broadcasts of games and any related documentation, other files and the selection and arrangement thereof (collectively, the "Materials") that are the proprietary property of Fatum or Fatum's licensors and are protected by U.S., European and international copyright and other intellectual property laws, treaties and conventions. Fatum and its licensors reserve all rights in and in connection with the Services. You agree you will not create

any work of authorship based on the Services and that you will not use any of Fatum' trademarks, service marks, tradenames, logo's, domain names, taglines, or trade dress for any purposes, except as expressly permitted by Fatum.

B. User Content. The Services may permit you or other users to create, post, send or store cards, card names, card likenesses, card lists, characters, character names, character likenesses, character inventories, profile information, artwork, graphics, messages, photos, text, and other materials ("User Content"). You acknowledge and agree that you have no ownership, property, monetary or other interest in the Services, including without limitation User Content, Game Content and your account. Fatum claims no ownership, takes responsibility for, or assumes liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

C. Third Party Content. The Services may include third-party content and links to websites or content owned or operated by third parties (collectively, "Third-Party Content"). Fatum does not own, control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content. You acknowledge and agree that Fatum is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content at their own risk.

4. Limited License.

A. License to Fatum Services. Fatum grants you a limited, non-sublicensable license to access and use the Services for your personal use only. Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Services or the Materials therein; (b) the distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Services or the Materials, or any portion thereof; (d) downloading (other than the page caching) of any portion of the Services, the Materials or any information contained therein, except as expressly permitted on the Services; or (e) any use of the Services or the Materials other than for their intended purposes. Any use of the Services or the Materials other than as specifically authorized herein, without the prior written permission of Fatum, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright, patent and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Fatum may revoke this license at any time.

B. Users. If you submit or post User Content to the Services, unless we indicate otherwise, you grant Fatum a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, and sub-licenseable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such User Content in whole or in part and to incorporate such User Content in other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. By submitting or posting User Content to the Services, you represent and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content that you post or you otherwise have all necessary rights to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with the Services, does not and will not violate these Terms or any applicable law, rule or regulation.

5. User Content and Interactive Areas.

A. Interactive Areas. Some of our Services include interactive areas ("Interactive Areas"), in which you or other users may, among other things, create, post, send, or store User Content. When you participate in Interactive Areas, you understand that certain User Content may be displayed publicly or to select users. You are solely responsible for your use of the Services and the Interactive Areas and use them at your own risk.

B. Monitoring of Interactive Areas. These Terms do not create any reasonable

expectation or promise that the Services will not contain any content that is prohibited by the Terms. Although Fatum has no obligation to screen, edit or monitor any of the User Content posted on the Services, Fatum reserves the right, and has absolute discretion, to access, use, monitor, disclose or preserve information associated with your use of the Services, including, without limitation, User Content, or information that Fatum acquires about you through your use of the Services, when Fatum forms a good faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities; (b) to enforce these Terms or protect the rights or property rights of Fatum or its users; (c) to help prevent a loss of life or serious physical injury to anyone; or (d) prevent potentially illegal or offensive activities.

6. Code of Conduct

A. Code of Conduct.

You agree that your use of the Services, including the posting of User Content and the use of Interactive Areas, will not violate any law, contract, intellectual property or other third-party right or constitute a criminal action or tort, and that you are solely responsible for your conduct while on the Services. These behaviors include: Use of the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; Engage in any discriminatory, defamatory, libelous, hateful, harassing, abusive, obscene, threatening, physically dangerous, unlawful, or otherwise objectionable conduct; Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; Impersonate any user or our representatives; Minors endangerment and all inappropriate actions toward a minor, including grooming (encouraging users to commit or take part in inappropriate or illegal acts in and/or outside a Service), any comment, private message, User Content relating to inappropriate behavior toward minors, including for example physical or sexual abuse, pornography or any other disrespectful content, any other actions or comments listed in these Rules of Conduct that are directed to, or are about, minors. Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or harvest or collect the email addresses or other contact information of other users from the Services for the purpose of sending spam or other commercial messages; Attempt to reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law); Use or attempt to use another's account without authorization from such user and Fatum or post, upload to, transmit, distribute, store, create or otherwise publish or send through the Services User Content that contains personal information about any person, including, without limitation, names, addresses, email address or credit card information; Use any means not expressly permitted by us to collect or intercept data of other users within the frameworks of the Services, such as phishing, doxing, and online sniffing; Modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Services, or their accessibility to other users, or the functioning of the partner networks of the Services, or attempt to do any of the above including the performance of Distributed denial-of-service (DDoS) attacks; Post, upload to, transmit, distribute, store, create or otherwise publish or send through the Services viruses, corrupted data or other harmful, disruptive or destructive files; Use, developing or circulating any third-party applications that interact with User Content or the Services without our prior written consent, including "auto" or "macro" computer programs including, without limitation, any use and/or circulation of any cheat, hack, bot, script, trainers programs, or software applications; Any kind of tampering that gives a user (and/or teammate(s)) an unfair advantage or causes detriment to other users' experience; Exploiting live broadcasts in order to gain an unfair advantage over or harass users (such as "stream sniping"); Any conduct which interrupts the general flow of

gameplay in the game itself, any Forum or any Service, including but not limited to “spamming”, “away from keyboard” (AFK), “farming”, advertising or soliciting other products, in-game harassment and bad sportsmanship or anticompetitive behavior (such as “rage quitting”, “team killing” “boosting”, collusion” and match or matchmaking manipulation); Benefit from the help of other users or offer help to other users to obtain an unfair advantage, including teaming up with cheating users, teaming-up with experienced users to obtain unfair help in areas of the games normally reserved to newcomers or less experienced users, creating an alternative Account in order to team-up with newcomers or less experienced users in order to unfairly help them (such as “smurfing”); Purchasing and/or otherwise exploiting and/or promoting unauthorized third-party benefits, such as “match making ratio boosting services” and “power leveling”; Use any robot, iframe, spider, crawler, scraper or other automated means or interface not provided by us to access the Services, including, without limitation, for the purpose of copying, extracting, aggregating, displaying, publishing or distributing any content or data made available via Services; Using the Services in a country in which Fatum is prohibited from offering such services under applicable export control laws and bypassing regional restrictions of the Service; Inappropriate use of the “help” service or the claim/report buttons or send untruthful reports to members of our personnel, including customer support; Buy, sell, rent out, share, lend, trade or in any other way transfer your Account and/or the means of accessing it and/or in any way allow an outside party to benefit from it, either within the Services or on a third-party website. Refusing to obey the instructions of our representative; Promote, encourage, or take part in any prohibited activity described above.

B. Consequences. If you or someone using your Account violates these rules and fails to remedy this violation after a warning, Fatum may take action against you, including revoking access to certain or all Fatum Services, Content or Entitlements (defined in Article 7), or terminating your Account as described in Section 13. In case of severe violations, Fatum may take these actions without issuing a prior warning. Some examples of severe violations include, but are not limited to: promoting, encouraging or engaging in hacking, selling Accounts or entitlements (including virtual currencies and items) without Fatum’s permission, extreme harassment, or threatening illegal activities. When practical, Fatum will notify you of the action it will take in response to violations of these rules or breach of this Agreement. Specific Fatum Services may post additional rules that apply to your conduct on those services.

C. Reporting Prohibited Conduct. If you encounter another user who is violating the Code of Conduct, please report this activity to us using the “Help” or “Report Abuse” functions in the relevant Service, if available, or contact our Customer Support.

D. Monitoring of the Services. Fatum may, in its discretion, monitor or record online activity or Content on the Services and may remove any Content from any the Services at its discretion. Remember that your communications and your User Content in an Fatum Service are public and will be seen by others.

E. Access to the Services. You will provide at your own expense the equipment, Internet connection and any other charges required to access and use Fatum Services.

7. Content and Entitlements The Fatum Services include Content and Entitlements, both of which are defined below.

A. Content. “Content” means any elements which are part of the Services, including but not limited to Materials, software, technology, in-game items, customization elements, maps, avatars, all gameplay, graphics, music and sounds, text, all messages or items of information, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names or other material appearing on or coming from Fatum Services, as well as the design and appearance of our websites. Content also includes user-generated Content (“User Content”). User Content includes Fatum Account personas, forum posts, profile content and other Content contributed by users to Fatum Services. All Content is either owned by Fatum or its licensors, or is licensed to Fatum and its licensors

pursuant to Section 5 below. This also includes Entitlements (defined below, Virtual Currency (defined below) and Test Content (defined in Section 08). B. Entitlements. Entitlements are rights that Fatum licenses to you to access or use the online or off-line elements of Fatum Services. Examples of Entitlements include access to digital or unlockable Content; additional or enhanced functionality (including multiplayer services); subscriptions; virtual assets; unlock keys or codes, serial codes or online authentication; in-game accomplishments; and virtual points, items, coins, or currencies. C. Virtual Currency. We may, from time to time, provide you with a personal, limited, non-assignable, non-exclusive, revocable license to access virtual currencies, coins, or points that may be redeemed on the Websites or in Games or Services to access certain Virtual Items (defined below) ("Virtual Currency"). Virtual Currency includes any in-game currency, points, or coins you can earn by using the Services (such as through game progression or completing certain in-game activities or achievements) or by purchasing them with real-world money. We may allow you to access Virtual Currency in various ways including but not limited to: (i) purchasing a limited license to use Virtual Currency for a fee (i.e., "real-world" money) ("Purchased Virtual Currency"); or (ii) earning a limited license to use Virtual Currency by performing or accomplishing specific tasks in the Games. D. No Monetary Value. Virtual Currency has no monetary value and has no value outside of our products and services. Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it only may be redeemed for Entitlements available for the Fatum Services. You have no ownership or other property interest in any Virtual Currency or Virtual Items, including Purchased Virtual Currency, regardless of how you acquired your limited license to access the Virtual Currency or Virtual Items. Virtual Currency is non-refundable (except as expressly permitted by us or applicable law), and you are not entitled to a refund for any unused Virtual Currency. Once you redeem Virtual Currency for an Entitlement, that Entitlement is not returnable, exchangeable, or refundable. If you live in Japan, you agree to use any Virtual Currency within 180 days from the date of purchase. Virtual Currency Terms. If you purchase a limited license to Virtual Currency (i.e., Purchased Virtual Currency), you agree to the pricing, payment, and billing terms applicable to them at the time the charge becomes due and payable. When you purchase Virtual Currency, you may not be interacting with Fatum, but rather our third-party payment provider partner(s). All payments are nonrefundable and nontransferable except as expressly provided in these Terms.

European Union residents. Subject to the terms of any applicable device/platform via which you access Fatum Services, you have the right to withdraw from a purchase of Virtual Currency or Virtual Items within 14 days of your purchase, without giving a reason. You hereby expressly acknowledge that you lose your right of withdrawal once the performance of our service has begun and your account is provided with access to the Virtual Currency or Virtual Items. You agree that the supply of Virtual Currency or Virtual Items and the performance of services begins immediately after you complete your purchase. Therefore, once access to the Virtual Currency or Virtual Items has been enabled on your account, the contract has been fully performed by us.

E. Virtual In-Game Items. We may, from time to time, provide you with a limited license to access virtual items that may be redeemed or unlocked in or on Fatum's Websites, Games, or Services, which may include but are not limited to virtual gameplay objects cosmetics and enhancements (i.e., vanity items), virtual cards, booster packs, draft packs, events, and other downloadable content (collectively, "Virtual Items"). We may allow you to access Virtual Items in various ways including but not limited to: (i) purchasing a limited license to use the Virtual Item for a fee (i.e., "real-world" money); (ii) redeeming a limited license to use Virtual Item with Virtual Currency; or (iii) earning a limited license to use Virtual Items by performing or accomplishing specific tasks on the Websites, Games, or Services (e.g. event rewards, in-game achievements, etc.). F. Distribution and Drop Rates

for Virtual Items. Fatum publishes the rarity distribution and drop rates of Virtual Items you may redeem or unlock in the Services with Purchased Virtual Currency. When applicable, you will find information regarding the distribution and drop rates of Virtual Items and Virtual Currency in-game, Fatum Websites or Social Media. From time to time, Fatum may run special events or promotions with special features or offerings in connection with the Services. Specific details and terms regarding the Virtual Items and Virtual Currency related to such promotions are detailed in applicable point of sale information or on our Websites and are incorporated by this reference.

G. Availability. The Entitlements (which include Virtual Currency and Virtual Items) may not be available in every region or at all times, and Fatum makes no representation or warranty about the continuous availability of either. Entitlements, Virtual Items, Virtual Currency, fees, and billing procedures may change over time. The existence of a particular offer for Virtual Items or Virtual Currency does not mean Fatum will maintain or continue to make available the Virtual Items or Virtual Currency or that offer. The scope, variety and type of Virtual Items and Virtual Currency that you may obtain can change at any time and we have the right to manage, regulate, control, modify or remove Virtual Currency or Virtual Items in our sole discretion, in which case we will have no liability to you or anyone for the exercise of such rights. Fatum may change its fees or billing procedures upon notice of the changes. If any such change is unacceptable to you, your sole recourse is to terminate your account. Your continued use of the Websites, Games, or Services after notice of the changes will indicate your acceptance of those changes. The real-world price of Purchased Virtual Currency may vary depending on the amount you purchase and where you are purchasing. Fatum may limit the total Virtual Currency quantity that may be purchased at any one time or that may be held in your account. Price and availability of Virtual Currency and Virtual Items are subject to change without notice.

H. Limited License. Your right to use any Virtual Items or Virtual Currency that you obtain is limited: you have a limited, non-exclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use such Entitlements, Virtual Items and Virtual Currency solely for your personal entertainment and noncommercial use in connection with Games or Services. We, in our sole discretion, have the absolute right to manage, modify, substitute, replace, suspend, delete, or cancel, Virtual Currency and Virtual Items without any notice or liability to you, including deletion upon termination of your Account. YOU ACKNOWLEDGE AND AGREE, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THAT YOU WILL HAVE NO CLAIM, RIGHT, TITLE, OWNERSHIP, OR PROPRIETARY INTEREST IN VIRTUAL CURRENCY OR VIRTUAL ITEMS TO WHICH YOU ACQUIRE ACCESS REGARDLESS OF ANY CONSIDERATION OFFERED OR PAID IN EXCHANGE AND THAT Fatum WILL NOT BE LIABLE IN ANY MANNER FOR THE DESTRUCTION, IMPAIRMENT, MODIFICATION, OR OTHER DAMAGE OR LOSS OF ANY KIND CAUSED TO THE AFOREMENTIONED, INCLUDING THEIR DELETION UPON THE TERMINATION OF YOUR ACCOUNT.

I. Promotions. From time to time, Fatum may allow you to participate in promotional contests, special gameplay or tournament events, or similar limited-time promotional offers (collectively "Promotions") that may offer Entitlements, prizes or require you to provide additional information about yourself. Each Promotion may have its own rules which you must read and agree to before you participate. Fatum does not make any representations, warranties, or covenants regarding the amount, type, or frequency of access to Promotions you can expect at any time in connection with any of the Services. You acknowledge and agree that you may not rely upon the continued availability of Promotions and that Fatum will not be liable for any actions you undertake or actions you do not take based on your expectations. Fatum decisions regarding Promotions shall be final and binding.

J. Promotional Codes. Fatum may distribute promotional codes or game "keys" that may be redeemed by you for a limited license to access certain Content,

Entitlements, features, events, Virtual Items or Virtual Currency available as part of Fatum Services ("Promotional Code(s)"). Promotional Codes may be valid for a limited time only. Some Promotional Codes may have additional terms and conditions that will govern the use and availability of such Promotional Codes. Promotional Codes are personal to you, are non-transferable, and have no real-money or "cash" value. You may not sell or give away Promotional Codes except as authorized by Fatum. The use of Promotional Codes in unauthorized advertising, marketing, sweepstakes, raffles, or for other unauthorized promotional purposes is strictly prohibited.

K. Changes to Fatum's Products and Services. Fatum Services will evolve. Fatum may update, patch, update, revise, change, suspend, "nerf," "buff" or restrict your access to the Services, Content, and Entitlements including components thereof (e.g., Virtual Items), for any reason and may push mandatory, automatic, or background patching or updates or require you to download and install updates to any software required to support the certain Websites, Content, Entitlements or Services at any time without notice or liability to you. You acknowledge that your use of the Websites and Services does not confer on you any interest, monetary or otherwise, in any aspect or feature, including but not limited to any rewards, prizes achievements, levels, Virtual Currency, or Virtual Items. You also acknowledge that any character or account data, Game progress, Game customization or other data related to your use of any of Fatum Services may cease to be available to you at any time without notice from us, including without limitation after a patch, update, or upgrade is applied by Fatum. We do not have any maintenance or support obligations with respect to the Websites or Services. You agree that updates may change the requirements necessary to use the Websites or Services and agree that in such an event you are responsible for any necessary actions, including but not limited to software or hardware, to access and use the Websites or Services. You are not entitled to any subsequent updates nor is Fatum obligated to provide you with updates.

8. Alpha, Beta Tests and Playtests

A. Beta Tests. We may propose that you test any Fatum Services before their full commercial release (such as during alpha and beta phases, playtests, etc.) in order to test the features, capabilities and performance of the Services ("Beta Tests"). If you are using an alpha or beta version Services, this section applies and supersedes any other section of these Terms that conflict. If you are eligible to and agree to take part in a Beta Test: a) You will first sign and return to us a confidentiality agreement and any other document that we deem appropriate. b) You recognize that the Beta Test versions of the Contents and Services ("Test Contents") belong to us and are highly confidential. c) We may ask you for your reactions and suggestions. All such reactions and suggestions communicated to us in the course of the Beta Tests will be our exclusive property. d) Test Contents are supplied to you "as is" and "according to availability" without any explicit or implicit guarantee of any kind. You understand that you use the Test Contents at your own risk, that they may include bugs and that your progression and data associated to the Beta Test may be erased at any time. e) You agree that any violation of your obligations for Beta Tests would cause us irreparable damage and that we would be entitled to take any action to prevent any breach or risk of a breach of your obligations or to obtain compensation for the damage incurred, without prejudice to the right to terminate your Account.

B. Availability of Beta Tests. Providing and maintaining Beta Tests is at Fatum's sole discretion. You will only be able to access a closed Beta Test if Fatum designates you as a closed Beta Test participant. After registering for a closed Beta Test, there may be a wait to use the Services or Test Contents for a variety of reasons, including our server load and technical capabilities.

C. Other Terms. We give you access to Beta Tests for Fatum Services to give you the chance to be involved with something new and exciting we are building. We expect you to understand that this means the Services are not complete and will go through many changes before full commercial release. This means the following with

respect to Beta Tests: They are time-limited and Fatum will decide in its sole discretion when to move on to the next phase. They may be accessible from limited platforms (e.g., PC only); Fatum will notify you if any other platforms become available for use during the test period. They may contain more, fewer, or different features than the full commercial release of the Services (if such release occurs). Fatum may in its sole discretion change, add, or remove features as part of the process of testing the game. Fatum may monitor and record any and all communications, (including, without limitation, email, in-game chat, forum postings, etc.) in or related to the Beta Tests of the Test Contents and the Service. They are not complete and are provided to you 'as is' without any additional warranties or promises. Fatum will not be liable for incomplete or nonfunctional software, software errors that cause damage to your computer or device or data loss, hardware failures, or disruption of service. You may be given the opportunity to provide Fatum with voluntary feedback during and after the test in our events, forums, via bug reports, and other methods. Our invitations are personal; you may not transfer or sell your access to a Beta Test. Fatum may not release a final commercial version of the Service or, if released, it may alter its features, capabilities, functions, licensing terms, release dates, general availability or other characteristics at its discretion.

D. Real-Money Transactions in Beta Tests. From time to time, test versions of Games or Services may have features that allow you to purchase licenses to use Entitlements, Virtual Items, Virtual Currency, or other services (collectively, "Beta Purchases"). IF YOU PURCHASE A LICENSE TO USE BETA PURCHASES DURING A TEST, BETA PURCHASES MAY NOT TRANSITION INTO THE FINAL RELEASE VERSION OF THE GAME OR SERVICE. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, Fatum WILL NOT PROVIDE YOU WITH A REFUND FOR ANY BETA PURCHASES MADE DURING A TEST. If Beta Purchases do not transition to the final release version, Fatum will provide you with information that explains what, if any, credit for Beta Purchases you may receive once the test has concluded.

E. Termination. Fatum may at its sole discretion terminate a Beta Test at any time, for any reason or for no reason. If Fatum terminates Beta Test, you must delete the pre-release version of the Games or Services and return all materials you received from Fatum in connection with the Beta Test. Fatum may require you to remove any elements of the Beta Test and the Test Contents from any hard drives of any devices on which the pre-release version of the Test Contents have been installed. You agree and acknowledge that Fatum termination of the test shall not be grounds for any refunds of any kind, including but not limited to Beta Purchases.

F. Beta Test Confidentiality. If Fatum classifies a Beta Test, the Test Contents, or some of its aspects confidential, you will receive notice from us. If they are classified confidential, your role as a tester and all information related to the Beta Test and the Test Contents are to be kept secret from everyone (except Fatum) until Fatum informs you otherwise.

9. Registration and Security.

A. Account. Some of our Services may require or allow you to create an account with us, with a user ID and password. When registering for an account, you agree that you will (a) provide only accurate, complete, and up-to-date information, (b) maintain and promptly update your account information, (c) maintain the confidentiality and security of your username and password, (c) accept all risks and responsibility associated with any authorized or unauthorized access to your account, and (d) immediately notify Fatum if you discover or otherwise suspect any unauthorized use of your account. You acknowledge that you are responsible for the activity on your Account and it may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

B. Accuracy of Information. We may need to check the accuracy of these informations, including by checking telephone numbers and e-mail address, notably to protect minors, other users and prevent risks of fraud. You agree to send the necessary documents (which may include a copy of your identity card or passport) by any means upon our request.

10. Submissions.

A. Submissions. You

may submit product suggestions, reviews, questions, comments, suggestions, proposals, materials, ideas or other information or feedback about our Services or Fatum ("Submissions") on or outside the Services. We appreciate your enthusiasm, but you acknowledge that we have no obligation concerning unsolicited Submissions, including but not limited to, no obligation to accept, consider, review or return any materials or acknowledge receipt of any Submissions. You agree that products, services or features developed or published by us might appear to be similar or identical to such unsolicited Submissions.

B. Ownership of Submissions. If you submit any Submissions, whether submitted via the Services or otherwise, they will be non-confidential and shall automatically become the sole property of Fatum. Fatum shall own, and you hereby assign to Fatum, all right, title and interest, including all intellectual property rights, in and to such Submissions and Fatum shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You agree to execute any documentation required by Fatum (in our sole discretion) to confirm such assignment to, and unrestricted use and dissemination by, Fatum of such Submissions.

11. Intellectual Property Rights

A. Definition. "Intellectual Property Rights" are patents, rights to inventions, copyright and related rights, trademarks, trade names, neighbouring rights, right of publicity, commercial secrets, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

B. Intellectual Property. The Services and Content are protected by national and international laws and treaties. Except as expressly set out in these Terms, we, and our licensees and licensors, reserve our respective Intellectual Property Rights in the Services and the Content. Any reproduction or representation of these elements in any way and for any reason is prohibited without our prior permission.

12. Infringement Notices

Fatum respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes the infringement of your Intellectual Property Rights or if you Consider that any Content made available on the Services does not comply with these Terms, you may contact us at paolo@ariokan.com. To assist us in quickly responding to your report, please include as much of the following information as possible: The date of your report; Identification and description of the Content which is, in your opinion, contrary to these Terms, indicating its precise location; An indication of the reasons why you believe that this Content does not comply with these Terms and should be removed from the Services, citing the Article of these Terms with proof where possible; If you allege that your Intellectual Property is being infringed, a clear identification of the work protected by your Intellectual Property Right(s), as well as any element demonstrating the existence of your right(s); Evidence that you are authorized to act on behalf of the owner of the right(s) alleged to be infringed or, if you are acting on behalf of your company, the type of the company, its name, its registered office and your function within the company; When applicable, information regarding any registrations of these rights or applications to register these rights, including the countries where registered or applied for, validity period and application or registration numbers; Copy of the correspondence sent to the author of the disputed Content requesting its withdrawal or modification, or a justification that the author could not be contacted. Your contact information, such as your address, telephone number, and email address; A declaration specifying that you believe that all the information in the report is correct; Your physical or electronic signature.

13. Modifying/Terminating Services.

A. Account Termination. This Agreement is effective until terminated by you or

Fatum. Fatum may terminate your access and use of any Fatum Services or your Account if Fatum determines that you have violated these Terms or that there has been otherwise unlawful, improper or fraudulent use of Fatum Services on your Account. When practical, Fatum will notify you of the termination. You may lose your username and persona as a result of an Account termination. If you have more than one Account, depending on the type of violation or misuse, we may terminate all of your Accounts and all related Entitlements. If your Account is terminated, you will not have access to your Account or Entitlements and may be barred from accessing or using any Fatum Service again. Upon termination, your license under these Terms also shall terminate. If you believe that any action has been taken against your Account or device in error, please contact our Customer Support department.

B. Warnings and Suspensions. Instead of termination and prior to any termination, Fatum may issue you a warning, suspend or alter your access to a particular Service or your Account, remove or revoke Entitlements at an Account or device level, remove or delete any Content which is in violation with these Terms, or ban your device or machine from accessing specific Fatum Services. If Fatum takes any action described in this Section, you will not be entitled to a refund (subject to any statutory refund rights) and no Entitlements will be credited to you or converted to cash or other forms of reimbursement.

C. Termination of the Services. Fatum may terminate any Service at any time by giving at least thirty days' notice either via email (if available), within the affected Service, or on the service updates page of Fatum's website or social media. After online service termination, no software updates will be applied to our games and we cannot guarantee our games will continue to function on newer or updated operating systems or be available for download via application distribution services such as the PlayStation™ Store, Nintendo™ eShop, iOS App Store, Google Play Store and Steam. Any games available via such application distribution services after online service termination may be removed without further notice to you.

D. Termination by User. If you terminate this agreement, you agree to cease all use of Fatum Services.

E. Survivability. Sections 3-5, 8-9, 11-15 of this Agreement survive termination of this Agreement.

14. Disclaimer of Warranties and Limitation of Liability. USE OF THE SERVICES IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Fatum OR ITS REPRESENTATIVES CREATES A WARRANTY. THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. Fatum DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Fatum AND ITS AFFILIATED COMPANIES, LICENSEES, LICENSORS AND CONTRACTORS ("Fatum PARTIES") WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, EVEN IF Fatum HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE Fatum PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES IS LIMITED TO THE AMOUNT (IF ANY) YOU ACTUALLY PAID FOR THE SERVICES THAT ARE THE SUBJECT OF SUCH CLAIM. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

15. Indemnity.

A. Covered Losses. If the Fatum Parties are subject to any actual or threatened claims, costs, damages, losses, or other liabilities (collectively, "Covered Losses") as a result of your use of any of the Services, or any data, information, or other item you make available through the Services including User

Content, then you agree to indemnify the Fatum Parties from all such Covered Losses and any related costs, such as reasonable attorney's fees. You further agree to indemnify the Fatum Parties for any Covered Losses arising out of or related to: (a) any Submissions you provide; (b) your violation of these Terms; and (c) your violation of any rights of another.

B. Limitations to Consumer Indemnities. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

16. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver. Our consumer service department is available to address any concerns you may have regarding the Services. You may contact them via email at paolo@ariokan.com or via regular mail at Calle Pelayo 3, Planta 6 puerta B, 35010, Las Palmas De Gran Canaria, Las Palmas, Spain. If you have a dispute, you agree to send details in writing to Fatum, and then arbitrate. You agree that any claim you bring against Fatum is in your individual capacity, and not as a class member, class representative, or as part of a class action. If Fatum cannot resolve your concern, you and Fatum agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us. THIS SECTION APPLIES TO ALL CONSUMERS AND PEOPLE WHO ACCEPTED THE TERMS OF THIS AGREEMENT. IT EXCLUDES RESIDENTS OF QUEBEC, RUSSIA, SWITZERLAND, BRAZIL, MEXICO, THE MEMBER STATES OF THE EUROPEAN ECONOMIC AREA (EEA), UNITED KINGDOM AND THE REPUBLIC OF KOREA. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AND Fatum EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This Section 16 is an agreement between you and Fatum, and applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 16 and any arbitration carried out under this Section. This Section 16 shall be interpreted broadly and shall survive termination of this Agreement.

A. Claims Covered by Arbitration. All disputes, claims or controversies arising out of or relating to these Terms, any Fatum Service and its marketing, or the relationship between you and Fatum, including the validity, enforceability, and scope of this Section 16 ("Disputes"), shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement. The only Disputes not covered by this Section 16 are claims (i) regarding the infringement, protection or validity of your, Fatum's or Fatum's licensors' intellectual property rights (including trade secrets, copyright, trademark or patent rights but not including its privacy or publicity rights); (ii) if you reside in Australia, to enforce a statutory consumer right under Australian consumer law; and (iii) brought in small claims court.

B. Informal Negotiations. You and Fatum shall first attempt to resolve any Claim (defined below) informally for at least thirty (30) days before initiating arbitration. The informal negotiations begin upon receipt of written notice from one party to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. Fatum will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: FATUM GAMES SL, Calle Pelayo 3, planta 6 puerta B, 35010, Las Palmas De Gran Canaria, Las Palmas, Spain.

C. Binding Arbitration. If you and Fatum cannot resolve a Dispute informally, you or Fatum may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the American Arbitration Association under its Consumer Arbitration Rules ("AAA Consumer Rules"), which are available at www.adr.org or by calling 1-800-778-7879,

with the following modifications:

1. If the Dispute does not exceed \$25,000, the arbitration will be conducted solely on the basis of written submissions.
2. The parties may bring any dispositive motion or motions during the course of the proceedings.
3. The arbitrator shall make a decision in writing, which will include the findings and conclusions on which the decision is based. The arbitrator has the authority to issue any relief allowed by applicable law, but the arbitrator shall have no authority to issue any relief on any basis other than an individual basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and Fatum may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. D. Class Action Waiver Clause. YOU AND Fatum AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AS TO ALL DISPUTES. The arbitrator shall not consolidate another person's claims with your claims, and shall not preside over any type of representative or class proceeding. If the agreement in this "Class Action Waiver Clause" paragraph not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found unenforceable, you and Fatum agree that it will not be severable: this entire clause will be deemed unenforceable and any claim or dispute will therefore be resolved in Arbitration as outlined above. The arbitrator may also award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). E. Location. If you live in the United States, arbitration will take place in the county in which you reside. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and Fatum agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay the proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. F. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 16 by sending written notice of your decision to opt out to the following address: FATUM GAMES SL, Calle Pelayo 3, planta 6 puerta B, 35010, Las Palmas De Gran Canaria, Las Palmas, Spain. within 30 days of the start of your use of the Services. If you send this notice, then Section 16 will not apply to either party. If you do not send this notice, then you agree to be bound by this Section 16. G. Changes to this Arbitration Agreement. Fatum will not enforce material changes to this agreement to arbitrate, unless you expressly agree to the changes. H. Severability. If any clause within this Section 16 (other than the Class Action Waiver clause in paragraph D above) is found to be unenforceable because it would preclude a particular claim or remedy (such as public injunctive relief), that claim or remedy (and only that claim or remedy) must be severed from arbitration and may be brought in court, while any remaining claims or remedies will be resolved through arbitration. If any clause within this Section 15 (other than the Class Action Waiver clause set forth in paragraph D above) is found to be unenforceable for any other reason, that clause will be severed from this Section 15 and the remainder of this Section 15 will remain in full force and effect.
4. Miscellaneous. A. Miscellaneous. These Terms, together with any other Fatum Terms that govern your

use of Fatum Services constitute the entire agreement between you and Fatum. If any part of these Terms is determined to be unlawful, void or for any reason unenforceable, then that part will be severed from these Terms, and the rest of the Terms will remain intact. If we do not enforce any provision of these Terms, that will not be considered a waiver of our rights. Any waiver of these Terms must be obtained in a written document signed by an authorized representative of Fatum. The headings of paragraphs or other divisions hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall they otherwise be given any legal effect.

B. Players Outside the United States. If you access the Websites, Services, Content or Entitlements and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 ("Act") may apply to them as supplied by Fatum. If the Act applies, then notwithstanding any other provision in this Terms, you may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Terms. Those who choose to access them from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. Should a court of competent jurisdiction determine that other laws apply, these Terms shall be enforced to the fullest extent permitted by the laws of the applicable jurisdiction and be interpreted to give maximum effect to the terms and conditions hereof.

C. Force Majeure. We shall have no liability under these Terms if we are prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, failure of a telecommunications network, act of God, war, riot, pandemic, malicious damage, compliance with any law or governmental order, accident, fire, flood or default of sub-contractors.

5. **Changes to these Terms** We may change these Terms from time to time. If we do, we'll provide notice of any changes, such as by posting the most recent version on our Services and updating the "Last Updated" date above. You can view the latest Terms any time by clicking the "Terms of Use" link at the bottom of the applicable webpage. We encourage you to check for updates regularly. Your continued use of the Services following any notice we provide will confirm that you have agreed to the amended Terms. If you do not agree to the amended Terms, you must stop using the Services. If you have any questions, concerns or comments regarding this privacy policy, or any of our privacy practices, please contact us via email at paolo@ariokan.com, or via regular mail at Calle Pelayo 3, planta 6 puerta B, Las Palmas De Gran Canaria, Las Palmas, Spain. THESE TERMS ARE APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.