



## DARQ EULA

**Unfold Games, LLC TERMS OF USE LAST MODIFIED ON APRIL 29th, 2021** IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CONTINUING TO USE THIS GAME. This Terms of Use (the "Agreement") applies to the video game "Darq" (the "Game"), provided by Unfold Games, LLC ("Unfold Games").

**Acceptance of Terms** By continuing to use the Game, you agree as follows:

- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Game in accordance with applicable laws and regulations and with the terms and conditions in this Agreement, as it may be amended by Unfold Games from time to time; and
- You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement. If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the Game.

**Game Content Warnings** The Game is a horror-themed game, which may contain the following types of content:

- Mild violence (such as gunshots, monster attacks, etc.)
- Occasional "jump scares" Additionally, the game features some areas with flickering lights. A small number of people may experience a seizure when viewing these kinds of flickering lights and other flashing patterns in games. This can occur even in those who don't have a history of seizures or have been diagnosed with epilepsy. If this happens, please stop playing the game immediately and consult a medical professional if you have any symptoms that you think may be caused by the game. Parents who are concerned about this should supervise their children's playtime.

Additionally, if you believe you may be sensitive to flickering lights or there is a possibility of seizures (whether due to your own history or family history), you should consult with a doctor prior to playing and only play the game well-rested and in a well-lit room.

**Unfold Games' License to You** Unfold Games grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Game. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Game and, if you sell or otherwise transfer a device on which any part of the Game is installed to a third party, you must remove the Game from that device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Game,

any updates, or any part of the Game (except where any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Game).

**Messages from Unfold Games** You understand that if you've signed up for the Unfold Games mailing list or if you've contacted Unfold Games for customer or technical support, you may receive business-related communications from Unfold Games through email, such as product and other announcements, and administrative notices. You agree that these communications are not "unsolicited commercial email advertisements" and you agree to receive them. Email messages will be accompanied by instructions for opting out.

**Downloadable and Additional Content** Downloadable content and other additional virtual content (collectively, "DLC") may be offered for purchase through the Game or the platforms where the Game is sold. Your election to make a purchase with real currency will be an offer to Unfold Games to purchase at the prices and on the terms set forth in the Game or the third-party purchase platform. You agree that you have no right or title in or to any DLC. Unfold Games does not recognize any purported transfers of DLC or any part of the Game outside of the Game, or the purported sale, gift, or trade in the "real world" of anything that appears or originates in the Game. To be clear, DLC has no real-world value and are licensed, not owned.

Refunds will only be given in accordance with the refund policy of the storefront you used to purchase the game.

**Modification of the Game** Unfold Games reserves the right to modify the Game (or any part of the Game) with or without notice at any time, for any reason, at any time, all subject to your rights under the subscriber agreement (or any other similar agreement) of the storefront you used to purchase the Game. You agree that Unfold Games will not be liable to you or any third party for any modification, update, patch related to the Game.

**Trademarks and Copyrights** The Game is owned by Unfold Games and is protected by United States copyright laws and international treaty provisions. All Game content, trademarks, service marks, trade names, logos, and icons are proprietary to Unfold Games. Nothing contained in the Game grants any license or right to use any trademark displayed in the Game without the written permission of Unfold Games or any third party that may own the trademarks displayed in the Game. Your use of the trademarks displayed in the Game, or any other content in the Game, except as provided in this Agreement, is strictly prohibited.

Intellectual property displayed through the Game is either the property of, or used with permission by, Unfold Games. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under the Agreement. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

### **Copyright Complaints**

If you are a copyright owner or their agent, and believe that any content in the Game infringes on your copyrights, you may submit a DMCA notification in writing to our Copyright Agent with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed, a list of those works in the Game;
- Identification of the material that is claimed to be infringing and that is to be removed disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent may be reached at the following physical or email address: Copyright Agent Unfold Games, LLC 1055 West 7th Street 33rd Floor (Penthouse) – PMB #346 Los Angeles, CA, 90017, USA  
info@unfoldgames.org

**Disclaimer of Warranties** YOUR USE OF THE GAME IS ENTIRELY AT YOUR OWN RISK.

THE GAME IS PROVIDED BY UNFOLD GAMES ON AN AS-IS BASIS. UNFOLD GAMES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNFOLD GAMES MAKES NO WARRANTY THAT (I) THE GAME WILL MEET YOUR REQUIREMENTS, (II) THAT OPERATION OF THE GAME WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GAME WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNFOLD GAMES, OR THROUGH THE GAME CREATES ANY WARRANTY REGARDING THE GAME NOT EXPRESSLY STATED IN THIS AGREEMENT.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

**Limitation of Liability** YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNFOLD GAMES IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF UNFOLD GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE GAME OR ANY OTHER MATTER RELATING TO THE GAME.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Unfold Games and its affiliates will be limited to the fullest extent permitted by law.

**Indemnification** You agree to indemnify and hold Unfold Games and its affiliates, officers, agents, and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of this Agreement, state or federal laws or regulations, or any other

person's rights, including infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including any negligent act, will Unfold Games or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Game.

**Your Personal Information** Unfold Games respects your privacy rights and is committed to protecting your personal information. As a condition of using the Game, you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated here by reference, is located at <http://darqgame.com/privacy.html>

**Disclosures Required by Law** Unfold Games reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Unfold Games reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Unfold Games to disclose the identity of any user believed to be in violation of this Agreement. By accepting this Agreement, you waive all rights and agree to hold Unfold Games harmless from any claims resulting from any action taken by Unfold Games during or as a result of its investigations or from any actions taken as a consequence of investigations by either Unfold Games or law enforcement authorities.

**Governing Law; Mediation; Jurisdiction** The Agreement and all future agreements you enter into with Unfold Games, unless otherwise indicated on such other agreement, will be governed by the laws of the State of California. This is the case regardless of whether you reside or transact business with Unfold Games, or any of its affiliates, in the State of California or elsewhere. Unless a dispute would be governed by the terms of Section 16 below, you agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Los Angeles, California, United States.

**For EU users only:** In the event of a dispute relating to the interpretation, performance, or validity of this Agreement, an amicable solution can be sought before any legal action. You can file your complaint with Unfold Games by sending a message via email to [info@unfoldgames.org](mailto:info@unfoldgames.org). In case of failure, you can, within one year of the failed request, have recourse to an Alternative Dispute Resolution procedure by filing an online complaint on the European Commission's Online Dispute Resolution website:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. If out-of-court dispute resolutions fail, the dispute may be brought before the competent courts.

## **Binding Arbitration**

- **Arbitration Procedures.** Unless you live in the EU, you and Unfold Games agree that, except as provided in Section 16.4 below, all disputes, controversies, and claims related to this Agreement (each a "Claim"), will be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party will be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") with a single arbitrator and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Binding Arbitration Section and the JAMS Rules, the terms in this Binding Arbitration Section will control and prevail.

Except as otherwise set forth in Section 16.4 below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and Unfold Games will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) you and Unfold Games may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision will be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND UNFOLD GAMES WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

- **Location.** The arbitration will be conducted in the city of Los Angeles, California, United States, unless the parties agree to video, phone, or internet connection appearances.
- **Limitations.** You and Unfold Games agree that any arbitration will be limited to the Claim between Unfold Games and you individually. YOU AND UNFOLD GAMES AGREE THAT (I) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (III) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.
- **Exceptions to Arbitration.** You and Unfold Games agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of your or Unfold Games' intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.
- **Arbitration Fees.** If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be apportioned pursuant to the JAMS Rules.
- **Severability.** You and Unfold Games agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 16.4), that portion will be severed and the remainder of the Section shall be given full force and effect. If Section 16.4 is found to be illegal or unenforceable, then neither you nor Unfold Games will elect to arbitrate any Claim falling within that portion of Section 16.4 found to be illegal or unenforceable and such Claim will be exclusively decided by a court of competent jurisdiction within the city of Los Angeles, California, United States, and you and Unfold Games agree to submit to the personal jurisdiction of that court.

#### Miscellaneous Terms

- **Agreement Revisions.** This Agreement may only be revised in writing by Unfold Games, or by Unfold

Games' publication of a new version in the Game.

- **Force Majeure.** Unfold Games is not liable for any delay or failure to perform resulting from causes outside the reasonable control of Unfold Games, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Unfold Games' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Unfold Games as a result of this Agreement or your use of the Game.
- **Assignment.** Unfold Games may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without Unfold Games' prior written consent, and any unauthorized assignment by you will be null and void.
- **Severability.** If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Agreement will be given full force and effect.
- **Attorneys' Fees.** In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- **No Waiver.** Our failure to enforce any provision of this Agreement will in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- **Equitable Remedies.** You hereby agree that Unfold Games would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- **Entire Agreement.** This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and Unfold Games with respect to the Game and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and Unfold Games with respect to the Game.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AGREEMENT AS WELL AS THE PRIVACY POLICY LINKED ABOVE, AND AGREE THAT MY USE OF THE GAME IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TERMS OF USE AGREEMENT.