



END-USER LICENSE AGREEMENT FOR GAMEDEC

IMPORTANT-READ CAREFULLY BEFORE USING THIS PRODUCT

END USER LICENSE AGREEMENT (THE "EULA") FOR GAMEDEC AND GAMEDEC DEFINITIVE EDITION FROM ANSHAR STUDIOS S.A.

This EULA is a legal agreement between you and Anshar Studios S.A. with its registered office in Katowice, Poland, registry number (KRS): 0000489367, the developer and producer ("**Anshar**") regarding use of Gamedec (referred in this EULA as: the "**Game**" or "**Gamedec**").

I. General terms

1.1. Please review this EULA carefully before installing, accessing, or utilizing the Game and please inquire about anything you do not understand.

1.2. This EULA applies to all iterations of the Game, regardless of the platform or kind of distribution in which you use or acquired the Game.

1.3. You should read the EULA before installing, accessing or using the Game. 1.4. This EULA is entering in force upon installing or using the Game and from this moment you are bound by the EULA regardless of whether you reviewed this EULA or not. If you do not agree to the terms of this EULA, then do not install, or use the Game – in such a case, you are not permitted to download, install or use the Game. 1.5. You are obliged to use the Game in accordance with:

- a. this EULA;
- b. the safety information, maintenance instructions or other relevant notices included in the documentation delivered with the Game;
- c. the applicable law.

1.6. Please be advised that the Game contains several depictions of violence and death, mentions of the murder, sexuality and prostitution and bad language, which shall be taken into consideration before installing or using the Game.

1.7. If you are not eighteen (18) years of age (or whatever is the age of adulthood in your country) or have your legal capacity limited, have your parents/legal guardians review this EULA before you install or use the Game and agree for such installation or using the Game.

1.8. The Game has minimum age ratings that may differ depending on your location, distribution platform used or version of the Game. If you are under the restricted age, you are not allowed to install, play or use the Game.

II. Limited Use License

2.1. Grant of License.

a. Anshar grants you a personal, limited, revocable, non-exclusive, non-transferable, and non-assignable license to:

a.1. display,

a.2. view,

a.3. download,

a.4. install,

a.5. play and use the Game in accordance with its purpose

for your non-commercial (personal) use only, unless otherwise provided in this EULA.

b. The license as described above is effective in each country where you were offered the Game, you install or use the Game (there are no territory restrictions on using the Game as long as you acquire the copy of it in accordance with the law).

c. Any commercial use of the Game is prohibited and require a separate consent from Anshar, which may be granted in its sole discretion and on a separate terms.

2.2. The License is limited, and it involves only the restricted use to the extent described in the EULA.

III. Proprietary rights

3.1. Ownership.

a. The Game and its content, including but not limited to all copyrights, patents, trademarks, trade secrets and other intellectual property rights are and shall remain, the sole and exclusive property of Anshar or its licensors. This applies to all source code, artwork and graphics, video, dialogues and other sound effects, characters, logos, names, music, animations, DLC, game mechanisms and all other content of the Game.

b. This EULA grants you with a limited license right to use the Game only.

3.2. You are not entitled to use the name of Anshar or any trademarks or logos of Anshar or Gamedec, unless authorized by this EULA or by the law.

3.3. You are prohibited to:

a. decompile, modify, reverse engineer, decompile, disassemble or otherwise reproduce the source code, machine code of the Game or its parts, its internal mechanisms or mine of confidential data within the Game

unless applicable law grants you such rights;

b. use the Game or permit the use of the Game, on more than one computer, game console, mobile device, handheld device or other game device at the same time;

c. make copies of the Game or any part thereof, except for personal backup or archival purposes;

d. rent, lend, lease, sublicense, distribute, publicly display, create derivative works based upon the Game except as set forth in the EULA;

e. use the Game or any of the content taken from the Game for any commercial purposes, or for any purpose other than home entertainment, personal and non-commercial educational purposes;

f. remove, disable or circumvent any security protections or any technical measures that control access to the Game and its content, including the source code;

g. export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations;

h. create data or executable programs that mimic data or functionality in the Game;

i. electronically transmit the Game from one computer, console or other platform to another or over a network, except as allowed by the technical protection measures described in this EULA;

j. create or use any content that may affect the Game, the distribution, technical, customer or support platforms or services connected with the Game in any way, including in particular any content of an unlawful nature, violating the law or good morals, like any malicious software or tracking software.

IV. Fan content.

4.1. Anshar appreciates and supports the community of gamers around its products, including the Game, thus, as an exception from section 3.3. above, Anshar approves and encourages you:

a. in using and incorporating content of the Game visuals into your fan art, fan fiction, and audio-visual works that reference the Game or the Game itself by transmission of live or pre-recorded gameplay and/or video containing whole or part-screen game footage via any game streaming service, video streaming service, or social media;

b. to create and enhance the experience of the Game in a way that suits your expectations through the creation of modification, including but not limited to new items, weapons, characters, models, textures, levels, story lines, music and game modes, as long as comply with this EULA;

c. to leave reviews, feedback or comments regarding the Game on services (forums, social media etc.) curated or moderated by Anshar or its representatives

(**"Fan Content"**).

However, please note that you are solely responsible for the Fan Content you create and for its use.

4.2. Anshar grants you a personal, limited, worldwide, revocable, non-exclusive, non-transferable, and non-

assignable right and license to use, reproduce, publish, perform, display and distribute the Game content incorporated in Fan Content solely on a non-commercial basis (with exception described in section 4.3 below), however you may not use the Game's content to create the Fan Content that:

- a. is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. may infringe any trademark, copyright or other intellectual or proprietary right of any person;
- c. sale, resale, rent, lease, distribute or otherwise commercially exploit the Fan Content;
- d. is used to unsolicited promotions, political campaigning, advertising or solicitations.

4.3. As for the Fan Content that includes pre-recorded gameplay footage or livestream game footage you are allowed also to monetize the use of it via any game streaming service.

4.4. You shall not be entitled to any compensation for Fan Content from Anshar, except as a part of a separate express agreement between you and Anshar (if applicable).

4.5. In case Anshar assesses that your Fan Content violates this EULA or otherwise affecting Anshar rights, you may be called to stop publishing, using such a Fan Content or to modify it to the necessary extent. You are obliged to comply with such a call within a prescribed deadline and in case you fail to do so, your license described in this section IV (Fan Content) will expire without any additional declarations from Anshar.

4.6. To the extent the foregoing provisions do not transfer any ownership interest in or to the Fan Content, you expressly grant Anshar all consents, clearances and a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to re-post, publish, use, quote, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, otherwise communicate, and publicly display and perform, make, use, sell, offer for sale, import or otherwise exploit the Fan Content, or any portion thereof and derivative works created from such Fan Content, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, acknowledgment or compensation to you. You waive and agree not to assert any moral or similar rights you may have in Fan Content.

V. Patches and updates

5.1. Anshar informs that it may provide from time-to-time updates, patches, or other modification to the Game to improve your experience of the Game, remove or add features, fix bugs or to improve the balance of the Game etc. This may require remote access to the Game which may appear automatically when such updates or patches will be released. It is not excluded that non-updated versions of the Game may become unusable over time in such event be advised to update the Game to its newest version.

5.2. From time to time, we may ask you also to send us automatically generated reports on errors or problems with using the Game. You may however always not agree for sending such report to us.

5.3. You hereby grant to Anshar the right to deploy and apply such patches, updates, and modifications. All

provisions of this EULA that refer to the Game shall also include all such patches, updates, and modifications.

5.4. However, Anshar has no obligation to provide any updates, patches or other modifications and their release is in Anshar's sole discretion.

5.5. Please be advised that this EULA does not replace the agreement with distribution platform or other distributor you entered into in order to access the copy of the Game. In case of any problems or other claims connected with such an access, process of downloading, installation or support for the Game, you should contact the distributor or use other relevant contact details provided by them accordingly.

VI. Termination

6.1. Without prejudice to any other rights of Anshar, the EULA, including the license and the right to use the Game and its content as part of Fan Content, shall remain in effect for as long as you use the Game.

6.2. This EULA, including the granted license and the right to use the Game and its content as part of Fan Content, may be terminated:

a. by you at any time, by uninstalling the Game from all devices and removing it from your account in relevant store/platform and/or destroying all owned copies of the Game;

b. by Anshar if it determines that the Game has been used improperly by you, as determined in its sole discretion.

6.3. Nevertheless, the EULA, including the granted license and right to use the Game and its content as part of Fan Content, in any manner will terminate automatically without notice in the event of violation or failure to comply with any provisions set forth in the EULA or applicable law regarding the Game and/or its use.

6.4. The Sections titled Proprietary rights (III), Warranties (VII), Limitation of liability (VIII) and Dispute resolution (IX), as well as point 4.6 of the EULA shall survive any termination of this License.

VII. Warranties and Limitation of liability

7.1. Some jurisdictions do not allow the disclaimer of implied warranties, or liability limitations, therefore some clauses and the disclaimers set forth in this section may not be applicable to you. You may also have other legal rights that vary from state to state or from country to country. If you are a resident of the country whose laws specifically prohibit such a clause (in whole or in part), such clause does not apply to you to this extent it is prohibited in your country by provisions that may not be changed by the contract or by the choice of law. This section does not apply to residents in the European Union recognized as consumers.

7.2. The Game and its content are provided on an "as is" basis. You install and use the Game on your own risk.

7.3. To the maximum extent permitted by law and unless willful acts or gross negligence from Anshar, Anshar expressly disclaims all warranties or conditions of any kind, written or oral, express, implied, or statutory including but not limited to the implied warranties of merchantability, noninfringement, fitness for a particular purpose or accuracy.

7.4. No oral or written information or advice given by Anshar or its representatives shall be treated as a warranty or in any way increase the scope of any given warranty under this EULA.

7.5. Anshar is not responsible for any third-party services, especially platforms and stores that are used to acquire right to install and use the Game, including their legality, decency, quality validity, accuracy, or any other aspect thereof. Anshar does not hold any liability or responsibility to you or any other person or entity for any third-party services that facilitated the Game.

7.6. Although Anshar used all appropriate security measures when creating the Game, you should keep in mind that no security measure can eliminate 100% of all risks and threats, especially those related to downloading content from the Internet platforms, using streaming platforms or mobile devices as such. Such risks may include malware, spyware, SPAM, phishing, hacking and cryptanalysis.

7.7. To the fullest extent permissible by applicable law, in no event shall Anshar be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer failure or malfunction or any other form of direct or indirect, special, incidental, consequential or punitive damages from any causes of action arising out of or related to this EULA or the Game, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not Anshar has been advised of the possibility of such damage. Some jurisdictions do not allow a limitation of liability, thus some or all the above limitations of liability may not apply to you.

7.8. IN NO EVENT SHALL ANSHAR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE GAME.

7.9. The foregoing is your sole and exclusive remedy in connection with the Game and/or this EULA.

VIII. Governing Law

8.1. General:

- a. The Game is protected by the copyright and other relevant laws of the Republic of Poland, international copyright treaties and conventions. All rights are reserved worldwide.
- b. Keep in mind that your use of the Game may be subject to other local, state, national, or international laws.
- c. This EULA and any disputes regarding the Game and this EULA shall be exclusively under the jurisdiction of the courts of Poland.

8.2. United States of America only:

- a. For any issues arising from the EULA or use of the Game and legal claims to the extent not covered by the Section 9 hereinbelow, the exclusive venue shall be state or federal court located in Los Angeles, California, which shall have exclusive jurisdiction over any and all litigation
- b. You waive any rights to argue that courts indicated in this section are an improper venue. Winning party will be entitled to its legal fees and expenses.

IX. Dispute resolution

9.1. General:

a. Anshar encourages any user of the Game that have any concerns or issues resulting from the EULA, the Game or Anshar's conduct through Anshar's support service. You can file your complaint at support@ansharstudios.com. Anshar makes every effort to resolve any issues quickly and amicably. You shall find your complaint resolved in thirty (30) days.

b. However, if you are not satisfied with the answer to your complaint or your complaint has not been answered in the given time you may proceed as follows in next sections or if your place of living is not addressed in accordance with applicable law.

9.2. For EU residents:

a. As a consumer you are entitled to submit a complaint using an Online Dispute Resolution website for EU consumers at <https://ec.europa.eu/consumers/odr>.

9.3. For United States of America residents only:

a. Arbitration:

Anshar and you agree to resolve all disputes and claims between us in individual binding arbitration. This includes without limitation any claims arising from this EULA, or your use of the Game.

Anshar and you agree that any claim arising out of or related to the Game must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred. This section applies regardless of whether such claims are based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

However, the arbitration does not apply to the following types of claims or disputes, which you or Anshar may bring in any court with jurisdiction:

(i) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and

(ii) claims related to or arising from any alleged unauthorized use, piracy, or theft.

b. How to start an arbitration:

The initiating party must send the other side a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. A printed version of this EULA and of any notice given in electronic form shall be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If an agreement to resolve the claim or dispute is not reached within thirty (30) calendar days after the notice is received, either party may commence an arbitration.

Written notice to Anshar must be sent via postal mail to: Anshar Studios S.A., ul. Gallusa 10, 40-594 Katowice, POLAND, as well as a digital copy to office@ansharstudios.com.

Either party may bring an arbitration at any reasonable AAA location within the United States that is convenient for it.

c. Arbitration rules and fees:

The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement (<http://www.adr.org>). The arbitrator will be bound by this Agreement.

The arbitration shall be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators.

The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location.

The AAA will only have power to arbitrate the dispute between you and us and not in relation to other people under this particular arbitration.

Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

If you seek US \$10,000 or less, Anshar agrees to reimburse your filing fee and your share of the arbitration costs (but not including any attorney's fees or expert witness fees), including your share of arbitrator compensation, at the end of the arbitration, unless the arbitrator decides your claims are without merit or your costs are unreasonable. Anshar agree not to seek its legal fees or costs in the arbitration unless the arbitrator determines your claims are without merit or your costs are unreasonable. If you seek more than US \$10,000 and the AAA Consumer Arbitration Rules do not apply then the arbitration costs, including arbitrator compensation, will be split between you and Anshar according to the AAA Commercial Arbitration Rules and the AAA's Supplementary Procedures for Consumer Related Disputes.

d. This Agreement does not permit class, collective, or representative arbitration. A court has exclusive authority to rule on any assertion that it does.

X. Miscellaneous

10.1. Severability

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

10.2. Indemnity

a. Unless there are willful acts or gross negligence by Anshar, you agree to indemnify, defend and hold harmless to Anshar, its partners, affiliates, contractors, licensors, officers, directors, employees and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from:

a.1. your acts or omissions in connection or with using the Game,

a.2. any breach by you of the terms of this EULA,

a.3. infringement of Anshar's or third party's intellectual property rights or any other rights.

b. In case of any claims brought against Anshar, you shall cooperate and provide any necessary support against such claims.

10.3. Waiver

a. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this EULA shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

10.4. Personal data

a. Anshar Studios S.A. is a controller of your personal data.

b. Your data is processed for the purpose of (i) entering into and performing the EULA (Art. 6 sec. 1 point b of the EU General Data Protection Regulation; "GDPR"); (ii) responding to your questions addressed to us (Art. 6 sec. 1 point f of GDPR – controller's legitimate interest to provide ongoing support to users); (iii) using your Fan Content in order to promote the activities of the controller (Art. 6 sec. 1 point f of GDPR – controller's legitimate interest involving promotional activities); (iv) compliance with legal obligations imposed on the controller (Art. 6 sec. 1 point c of GDPR).

c. You have the right of information, access, rectification, addition and erasure of personal data, and the right to object against or restrict the processing of personal data (or withdraw an earlier given consent), the right to data portability, as well as the right to lodge a complaint with a supervisory authority.

d. You can contact Anshar as a controller in writing at the address: ul. Gallusa 10, 40-594 Katowice, POLAND, or by e-mail: privacy@ansharstudios.com.

e. More detailed information about processing your personal data by Anshar as a data controller is included in the controller's privacy policy available at: https://gamedec.com/privacy_policy/.

10.5. Amendments to the EULA

a. Anshar has the right to amend the EULA at any time, at its sole discretion. You will be informed about any changes by an announcement through the relevant platform or store that is used to install or use the Game. You will be given an opportunity to review and accept the amended EULA before the amendment start to be binding for you.

b. In the event that you do not accept such changes, or you are no longer in compliance with the amended

EULA, you may terminate this EULA in accordance with the section VI.

c. Amendments to the EULA will become legally binding after thirty (30) days after their announcement in accordance with section above or at the time of agree for the amendment (whichever is sooner).

d. If the amended EULA is available with the patch or update, you may install or use the update or patch only in case you agree with the amended EULA. Installation and/or use of any updates or modifications to the Game or your continued use of the Game following notice of changes to this EULA shall constitute your acceptance of any and all amendments to the terms of the EULA.

10.6. Entire agreement

a. The EULA constitutes the entire agreement between you and Anshar with respect to the Game and supersedes all prior or contemporaneous understandings regarding such subject matter.

b. The EULA shall be considered as additional agreement to your user agreement that you concluded with a relevant platform or store which facilitates the Game for you.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE GAME SOFTWARE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE END USER LICENSE AGREEMENT.