



Guardian of Realms Mod Tool Kit

Guardian of Realms End User License Agreement ABOUT THIS AGREEMENT

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To accept this EULA and create an account for Sinn Studio Inc., you must be at least 18 years of age and have reached the legal age of majority in the country in which your account is registered.

From time to time, we may unilaterally modify this EULA, so it is important that you review this EULA every time you use the Game. **PLEASE NOTE: YOUR USE OF THIS GAME CONSTITUTES YOUR EULA TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS USER EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, THEN YOU MAY NOT USE THIS GAME.**

Sinn Studio Inc. ("Sinn Studio", "us", "our" or "we") publishes the mixed reality game "Guardian of Realms" (the "Game"). The terms and conditions of this EULA define your rights and obligations related to our Game and the rules for using the Game. This EULA is a legal agreement between you and us and it describes the terms and conditions for using the Game, including any updates, patches, downloadable content, add-ons, or modified versions of the Game. In addition, by agreeing to this EULA, you are also expressly agreeing and acknowledging that various third parties may be exercising some of our rights on our behalf under the EULA.

By accepting and agreeing to this EULA, you are also agreeing to our Privacy Policy, which is expressly incorporated in full into this EULA. Our Privacy Policy describes the types of data we collect from you and your devices, how we use your data, and the legal bases we have to process your data. You can find our Privacy Policy by visiting our website here: <https://www.sinnstudio.com/privacy-policy>.

By accepting and agreeing to this EULA, you are also agreeing to all terms of service and use, Code of Conduct,

legal requirements, privacy policies, and any other agreements, terms, and conditions of the platform used to purchase or otherwise access the Game, such as and without limitation the Meta Quest, Pico, and Apple platforms, and for the purposes of creating User Generated Content you agree to comply with mod.io's terms and conditions. Please review those third parties' terms, policies, and agreements carefully. While we do not control the terms, policies, disclosures, or actions of any third-party platforms, we are committed to ensuring that our actions and the operation of the Game comply with those terms and policies.

THIS EULA ALSO CONTAINS A BINDING INDIVIDUAL ARBITRATION CLAUSE AND CLASS-ACTION WAIVER PROVISION BELOW. IF YOU ACCEPT THIS EULA, YOU AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW THEM CAREFULLY. YOU MAY HAVE A TIME-LIMITED RIGHT TO OPT OUT.

If you are a user in the European Economic Area ("EEA"), or any other country that does not allow such arbitration agreement, the arbitration clause does not apply to you.

1. ELIGIBILITY AND ACCOUNT

1.1. Eligibility

Unless specifically stated otherwise for the Game, children under 18 years of age, or the age of majority in your country, are not allowed to use or play the Game. If you are a parent and you give your permission for your child to use or play the Game, you acknowledge that this Game is prohibited to children and you are personally responsible for your child's use of the Game and agree to these terms on their behalf.

1.2. Account Information

All information provided during account creation must be accurate. We reserve the right to terminate any account that uses or was created using false information or that we determine was created for a purpose that violates this EULA.

1.3. Account Security

To access and use certain features of the Game, you may be required to register for an account with the applicable third-party platform provider. By creating an account, you agree to: (i) provide accurate, current, and complete account information; (ii) maintain the security of your password, not share your password with any other person, and accept all risks of unauthorized access to your account; and (iii) promptly provide notice if you discover or otherwise suspect any security breaches.

1.4. Suspension and Termination

We may suspend or terminate your access to and use of the Game, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you; (c) you violate the Code of Conduct; or (d) we suspect any other unlawful activity associated with you.

2. USE RESTRICTIONS AND COMMUNITY GUIDELINES

Sinn Studio Inc. is committed to fostering a welcoming, inclusive gaming community. To ensure that "Guardian of Realms" remains a positive and respectful space for everyone, all users must adhere to the following guidelines upon account creation. Failure to comply with these rules may result in moderation actions against your account, including, but not limited to, temporary or permanent suspension.

A. Respect for All: Harassment, intimidation, or any form of bullying towards others is strictly prohibited. This includes any behavior that targets individuals or groups based on race, gender identity, sexual orientation, ethnicity, religion, disability, or any other characteristic used to discriminate against people.

B. Content Standards: Do not distribute or promote content that is harmful, obscene, or discriminatory. This includes, but is not limited to, content that is sexually explicit, graphically violent, hateful, or designed to incite violence or discrimination.

C. Illegal Activities: Engaging in, promoting, or encouraging illegal activities, including terrorism, is forbidden. This extends to sharing content that facilitates or promotes these activities.

D. Personal Information: Protect your own and others' privacy by not sharing personal information, such as phone numbers, addresses, or email addresses, within the game or its community platforms.

E. Fair Play: Cheating, exploiting game bugs, using unauthorized third-party tools to gain an unfair advantage, or sharing cheats or exploits with other players is not allowed.

F. Account Security: Your account and its credentials are your responsibility. Do not share, sell, or trade your account details with others. Sinn Studio Inc. is not responsible for losses incurred due to compromised account information.

G. Respectful Communication: While using in-game communication tools, maintain respectful dialogue. Do not engage in or promote hate speech, threats, or any form of harassment.

H. Content Creation: When creating or sharing User Generated Content, ensure it adheres to these guidelines. Do not create content that violates the rights of others, including copyright infringement.

Violations of these guidelines may lead to account moderation, including temporary suspension, permanent ban, or legal action in severe cases. Sinn Studio Inc. reserves the right to report unlawful behavior to law enforcement authorities. Your cooperation is essential in maintaining a safe, fun, and welcoming environment for all players.

We are not responsible for monitoring or recording any activity or communications on the Game, although we may do so in order to investigate violations of or enforce this EULA, or to protect

the rights and property of Sinn Studio, its partners, and customers. If you witness or experience any violation of this Code by another player, you should report them immediately at info@sinnstudio.com.

3. LIMITATION ON LIABILITY

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Sinn Studio may revise and update this EULA from time to time at its sole discretion. This or any past version of any agreement between you and Sinn Studio relating to the subject matter contained herein will terminate immediately upon the introduction of a new version of this EULA. Please regularly check this EULA for any new revisions or updates. You will be given an opportunity to review any new version of this EULA before choosing to accept or reject its terms. If you accept a new version of this EULA, and your registered account remains in good standing, you will be able to continue using the Game and be subject to the terms and conditions of the new version. If you decline to accept a new version of this EULA or cannot comply with its terms, you will no longer be permitted to use the Game or any part thereof.

Sinn Studio may change, modify, patch, update, suspend, or discontinue any aspect of the Game at any time, including removing or revising items for any purpose without notice or liability. Sinn Studio may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability.

5. LICENSE

Subject to your compliance with this EULA, Sinn Studio hereby grants you a non-exclusive, non-transferable, non-sublicensable limited right and license to use one (1) copy of the Game for your personal and non-commercial use on a single home or portable console or computer. As the Game is only being licensed to you, you hereby acknowledge that no title or ownership in the Game is being transferred or assigned to you by Sinn Studio and this EULA shall not be construed as a sale, assignment, or transfer of any rights in the Game. All rights not expressly and specifically granted under this EULA are reserved by Sinn Studio.

You acknowledge that Sinn Studio may, at its sole discretion, revoke your license to use the Game or any part thereof, including without limitation, the Game, if Sinn Studio determines that you have violated, or assisted others in violating, the terms, conditions, and limitations set forth in this EULA.

6. LICENSE CONDITIONS

You agree that you will not, in whole or in part, or under any circumstances, do any of the following, except with the prior written consent of Sinn Studio:

- A. Commercially exploit the Game;
- B. Distribute, lease, license, sell, rent, or otherwise transfer or assign your right or license to the Game;
- C. Make copies of, reproduce, translate, reverse engineer, derive source code or object code from, modify, disassemble, decompile, or create derivative works based on or related to, the Game, including the Game, except for backup or archival purposes or as expressly permitted under Section 9 related to Game Mods and User Contributions, subject to compliance with all terms and conditions set forth therein;
- D. Except as otherwise specifically provided by the Game or this EULA, use or install the Game (or permit others to do the same) on a network, for online use, or on more than one computer, computer terminal, console, or workstation at the same time;
- E. Use, copy, or exploit the Game at a computer gaming center, commercial establishment, or any other location-based site;
- F. Create, use, exploit, offer, advertise, make available, and/or distribute the following or assist therein:
- G. Cheats: i.e., methods, not expressly authorized by Sinn Studio, which influence and/or facilitate the gameplay, including exploits of any in-game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods;
- H. Bots: i.e., any code and/or software, not expressly authorized by Sinn Studio, that allows the automated control of the Game and/or any component or feature thereof, e.g., the automated control of a character in the Game;
- I. Hacks: i.e., accessing or modifying the software of a Game in a manner, not expressly authorized by Sinn Studio;
- J. Any code and/or software, not expressly authorized by Sinn Studio, that can be used in connection with the Game, including the Game and/or any components or features thereof which changes and/or facilitates the gameplay of the Game;
- K. Exploit, in their entirety or individual components, the Game for any purpose not expressly authorized by Sinn Studio, including, without limitation (i) gathering in-game currency, items, or resources for sale outside of the Game and any platform on which the Game is distributed (if such features are provided on any such platform by Sinn Studio); (ii) performing in-Game services, like rank-leveling, in exchange for payment outside of the Game; or (iii) communicating or facilitating (by text, live audio communications, or otherwise) any commercial advertisement, solicitation, or offer through or within the Game;
- L. Create, utilize, or transact in any in-Game item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Game;

M. Host, provide, or develop matchmaking services for the Game, or intercept, emulate, or redirect the communication protocols used by Sinn Studio in any way, for any purpose, including without limitation, unauthorized play over the Internet, network play (except as expressly authorized by Sinn Studio), or as part of content aggregation networks;

N. Facilitate, create, or maintain any unauthorized connection to the Game, including the Game, including without limitation: (i) any connection to any unauthorized server that emulates, or attempts to emulate, the platform on which the Game is distributed; and (ii) any connection using third-party programs or tools not expressly authorized by Sinn Studio;

O. Disrupt or assist in the disruption of: (i) any computer used to support the platform on which the Game is distributed or the Game; or (ii) any other player's Game experience; and/or

P. Use the Game in any way whatsoever that is illegal or otherwise violates any applicable laws.

You further agree that under no circumstances whatsoever shall you do any of the following in connection with the Game:

1. Exploit, harm, or attempt to exploit or harm any person in any way, including children by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
2. Impersonate or attempt to impersonate Sinn Studio, a Sinn Studio employee, another user, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing);
3. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Game, or which, as determined by Sinn Studio, may harm Sinn Studio or users of the Game or expose them to liability;
4. Act in any manner that could disable, overburden, damage, or impair the Game or interfere with any other party's use of the Game, including their ability to engage in real-time activities through the Game;
5. Use any robot, spider, or other automatic device, process, or means to access the Game for any purpose, including monitoring or copying any of the material on the Game;
6. Use any manual process to monitor or copy any of the material on the Game or for any other unauthorized purpose without Sinn Studio's prior written consent;
7. Use any device, software, or routine that interferes with the proper working of the Game;
8. Remove, disable, or circumvent any security protections or any technical measures that control access to the Game;
9. Remove or modify any proprietary notices or labels contained on or within the Game;
10. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful, or otherwise attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Game, the server on which the Game is stored, or any server, computer, or

database connected to the Game;

11. Attack the Game via a denial-of-service attack or a distributed denial-of-service attack; and/or

12. Otherwise interfere with or attempt to interfere with the proper working of the Game.

Sinn Studio reserves the right to monitor all activities on the Game, including without limitation, and to deny access to anyone, including, without limitation, those users who use proxy servers and/or IP addresses residing in certain geographical areas.

SINN STUDIO RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY ACCOUNT AT ANY TIME IN OUR SOLE DISCRETION FOR ANY OR NO REASON, INCLUDING IF, IN OUR SOLE OPINION, YOU HAVE VIOLATED ANY PROVISION OF THIS EULA.

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Sinn Studio respects the intellectual property rights of others and requests that users of the Game respect the intellectual property rights of others as well, including without limitation, in respect of any User Generated Content (as defined below). Sinn Studio hereby reserves the right to remove any content that allegedly infringes another party's copyright or other intellectual property rights and reserves the right to suspend or terminate a user's access to and use of the Game if a user is found to be a repeat infringer.

9. GAME MODS, USER CONTRIBUTIONS, AND CONDUCT

Sinn Studio may, at its sole discretion, offer and make available for the Game a separate downloadable installer, a level editor, or other similar types of tools, assets, and/or other materials that permit you the ability to construct or customize new Game levels and other related Game materials (collectively, "Tool Software") for personal use in connection with the Software ("Game Mods"). All Game Mods must be created and shared exclusively through mod.io, and you must create an account with mod.io to do so. By using mod.io, you agree to comply with mod.io's terms and conditions, which can be found at mod.io Terms and Conditions.

The Game may further offer you the ability to display content, post messages, and/or otherwise communicate with other users, whether orally or through writing, and engage other interactive features (such as chat functionality, personal web pages, or profiles and forums) that allow users to post, submit, publish, display, or transmit content or materials to other users or third parties ("User Contributions" and collectively with the Game Mods, "User Generated Content" or "UGC").

9.1. License to Sinn Studio

By posting or making available any User Generated Content (UGC) on or through the Game, or otherwise posting or making available any UGC publicly, you hereby grant Sinn Studio and its service providers, and each of their and Sinn Studio's respective licensees, successors, and assigns a perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, adapt, modify, create derivative works from, distribute, display, perform, and otherwise exploit your UGC in connection with the Game and Sinn Studio's (and its successors' and assigns') business, including without limitation for promoting and redistributing part or all of the Game (and derivative works thereof) in any media formats and through any media channels. The license granted to Sinn Studio includes the right to make modifications to your UGC as necessary to conform it to the Game, the platforms on which the Game operates, or for any other purpose related to the operation, advertisement, or promotion of the Game.

However, this license is limited in such a way that Sinn Studio will only modify or create derivative works of your UGC for purposes that are directly connected to making it compatible for use or distribution with the Game or to enhance gameplay. Sinn Studio acknowledges that your UGC is your property, and subject to the rights granted in this license, you retain all your rights to the UGC you post or make available through the Game. This UGC is shared publicly and made available through the Game, and you acknowledge and agree that you bear the risks involved with such public disclosures. Your UGC and any associated account information may be shared with Sinn Studio, but subject to any agreement you may have with Sinn Studio, you retain all rights to your UGC and

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Sinn Studio retains all of its intellectual property rights, copyrights, and trademarks associated with the Game, including but not limited to logos, branding, icons, screenshots, names, descriptions, tags, and data.

Sinn Studio reserves the right, but does not have the obligation, to monitor, edit, modify, remove, manage, or otherwise control the UGC you post on or through the Game at any time, in its sole discretion, without notice to you. You may remove your UGC from the Game at any point; however, Sinn Studio makes no guarantees that it can or will be removed from all platforms or media.

By posting UGC to the Game, you represent and warrant that you own the UGC or have the right to grant the license herein, that the UGC does not infringe upon any rights of any third party, including copyright, privacy, publicity, or other personal or proprietary rights, and that the UGC complies with all applicable laws and regulations.

9.2. Compliance with mod.io

You acknowledge and agree that any UGC created using mod.io must comply with all applicable terms and conditions of mod.io. It is your responsibility to review and understand mod.io's terms and conditions before creating or uploading any UGC.

9.3. Prohibited Conduct

In connection with any and all UGC, you represent, warrant, and covenant to Sinn Studio that: A. You own or control all rights in and to the UGC and have the right to grant the license granted above to Sinn Studio and its service providers, and each of their and Sinn Studio's respective licensees, successors, and assigns, and that no consents of any third parties are required to grant any rights or license granted above.

B. You have not created, posted, uploaded, publicly displayed, publicly performed, or made available to any person, and shall not create, post, upload, publicly display, publicly perform, or make available to any person, any UGC that:

- i. Contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- ii. Promotes sexually explicit or pornographic material or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- iii. Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- iv. Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable law or that otherwise may be in conflict with this Agreement;
- v. Promotes any illegal activity, or advocates, promotes, or assists any unlawful act;

- vi. Causes annoyance, inconvenience, or needless anxiety, or is likely to upset, embarrass, harass, alarm, or annoy any other person;
- vii. Impersonates any person, misrepresents your identity or affiliation with any person or organization, or is otherwise intended or likely to deceive any person;
- viii. Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- ix. Gives the impression that they emanate from or are endorsed by Sinn Studio or any other person or entity if this is not the case.

9.4. Responsibility and Monitoring

You understand and acknowledge that you are responsible for any UGC you submit, contribute, or upload (whether in the past, present, or future), and you, not Sinn Studio, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. You acknowledge and agree that Sinn Studio is not responsible or liable to any third party for the content or accuracy of any UGC posted by you or any other user of the Game.

Sinn Studio reserves the right to:

- A. Remove or refuse to post any UGC for any or no reason in our sole discretion;
- B. Take any action with respect to any UGC that Sinn Studio deems necessary or appropriate in our sole discretion, including if Sinn Studio believes that such UGC violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Game or the public, or could create liability for Sinn Studio;
- C. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Game; and/or
- D. Terminate or suspend your access to all or part of the Game for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, Sinn Studio has the right to fully cooperate with any law enforcement authorities or court order directing Sinn Studio to disclose the identity or other information of anyone posting any materials on or through the Game. However, Sinn Studio does not undertake to review all material before it is posted on the Game, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Sinn Studio assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Sinn Studio has no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

9.5 Unreal Editor

A. Tool Software and the Unreal Editor. The Tool Software includes the Unreal® Engine code and other code, materials, and information (the “Epic Materials”) from Epic Games, Inc. (“Epic”). All Epic Materials are provided

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C. No Standalone Games. Notwithstanding the terms of the UE EULA, you may not use the Editor or any

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D. Definitions for this Section 9.5

i. **"Content"** means any artwork or other content asset that Epic makes available for you to access or download through the Tool Software or Marketplace for your use with the Tool Software.

ii. **"Epic"** means, depending on the location of your primary residence:

a. If inside the United States of America: Epic Games, Inc., a Maryland corporation with offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.; or

b. If outside the United States of America: Epic Games Commerce GmbH, with offices at Platz 10, 6039 Root D4, Switzerland.

iii. **"Licensed Materials"** means the Tool Software and Content. Licensed Materials do not include the Editor, which is made available by Epic under the Unreal® Engine End User License Agreement, as supplemented by the terms and conditions of this Agreement.

iv. **"Marketplace"** means a digital marketplace maintained by Epic or its affiliates through which, among other things, Epic makes certain Content available for use pursuant to license terms available on such Marketplace.

10. MONITORING AND ENFORCEMENT

Sinn Studio shall have the right to:

(a) Remove or refuse to post any User Generated Content for any or no reason in our sole discretion;

(b) Take any action with respect to any User Generated Content that Sinn Studio deems necessary or appropriate in our sole discretion, including if Sinn Studio believes that such User Generated Content violates this EULA, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Game or the public, or could create liability for Sinn Studio;

(c) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Game; and/or

(d) Terminate or suspend your access to all or part of the Game for any or no reason, including without limitation, any violation of this EULA.

Without limiting the foregoing, Sinn Studio has the right to fully cooperate with any law enforcement authorities or court order directing Sinn Studio to disclose the identity or other information of anyone posting any materials

on or through the Game.

However, Sinn Studio does not undertake to review all material before it is posted on the Game and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Sinn Studio assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Sinn Studio has no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

11. DISCLAIMER OF WARRANTIES

YOUR USE OF THE GAME, AND ANY CONTENT OR ITEMS OBTAINED THROUGH THE GAME IS AT YOUR OWN RISK. THE GAME, ITS CONTENT, AND ANY GAME OR ITEMS OBTAINED THROUGH THE GAME, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SINN STUDIO NOR ITS LICENSORS MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, OR ANY WARRANTIES ARISING UNDER ANY STATUTE, COURSE OF DEALING, OR OTHER LEGAL REQUIREMENT.

Without limiting the foregoing, neither Sinn Studio nor anyone associated with Sinn Studio represents or warrants that the Game, its content, or any software or items obtained through the Game will be complete, accurate, reliable, secure, available, error-free, or uninterrupted, that defects will be corrected, that the Game or the server that makes it available are free of viruses or other harmful components, or that the Game or any content or items obtained through the Game will otherwise meet your needs or expectations.

The foregoing does not affect any warranties which cannot be excluded or limited under the law of your jurisdiction, and if any to the extent that such local laws are held to apply to this EULA or the Game, the foregoing shall be deemed modified to the minimum extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent possible the effect, scope, and economic benefit of the original warranty provided herein. You understand that Sinn Studio cannot and does not guarantee or warrant the availability of the Internet, nor that files available for downloading from the Internet or the Game will be free of viruses or other destructive code. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Game for any reconstruction of any lost data.

12. EQUITABLE REMEDIES

You hereby agree that if the terms of this EULA are not specifically enforced, Sinn Studio will be irreparably damaged, and therefore you agree that Sinn Studio shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any of this EULA, in addition to any other available remedies.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Sinn Studio, its related parties, advertisers and sponsors, licensors, and service providers, and its and their respective directors, officers, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all demands, claims, proceedings, actions, judgments, damages, awards, losses, costs, expenses or fees (including reasonable attorneys' fees), and other liabilities arising out of or relating to your violation of this EULA, and breach of your representations or warranties provided herein, or your use of the Game including, but not limited to, your User Generated Content, any use of the Game's content, services, and products, other than as expressly authorized in this EULA, or your use of any information obtained from the Game.

14. PROMOTIONAL ACTIVITIES

If you register an account on the Game, as may be available to you, you agree that Sinn Studio and its service providers may display your username, likeness/avatar, gameplay data and statistics, tournament records, and any other information regarding your gaming activity, and you allow the Game to print, publish, broadcast, and use, worldwide, in any media and at any time, your name, picture, likeness, voice, and/or biographical information for promotional, marketing, or related purposes without compensation or consent.

15. TERMINATION

This EULA and the licenses granted under this EULA are effective until terminated. They shall terminate automatically without notice if you fail to comply with any provision of this EULA. Upon termination you shall immediately cease using the Game, and destroy the Game, the documentation, and the other parts of the Game, and all copies of any parts thereof.

16. CLASS ACTION WAIVER

Subject to any applicable laws, you hereby waive the right to bring any controversy, claim, or dispute arising out of or relating in any way to your use of the Game or purchases through the Game as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any such claim brought by anyone else.

17. ENTIRE AGREEMENT

This EULA including any and all other agreements, policies, terms, and conditions incorporated herein by reference constitute the sole and entire agreement between you and Sinn Studio with respect to the Game and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Game.

18. GOVERNING LAW AND ARBITRATION

Use of the Game, including, without limitation, any purchases made through the Game, and any controversy, claim, or dispute arising out of or relating in any way to your use of the Game, this EULA, and/or products purchased through the Game shall be governed, construed, and enforced under the laws of the Province of Ontario, Canada and the federal laws of Canada as applicable therein, without regard to conflicts of law

principles. Any controversy, claim, or dispute arising out of or relating to this EULA or any breach thereof shall be settled by arbitration in accordance with the rules of the Arbitration Act (Ontario) and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You and Sinn Studio shall mutually select a neutral arbitrator; or if you and Sinn Studio cannot agree on such arbitrator, each party shall select one neutral arbitrator, and those two arbitrators shall then select a third neutral arbitrator to solely preside over the proceedings. Unless the parties agree otherwise, the neutral arbitrator will be a former or retired judge of justice of any Ontario provincial or federal court with experience in matters involving the video game industry. You and Sinn Studio are to share costs and the arbitrator's costs equally, and shall remain responsible for each of their own attorneys' fees. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based.

19. WAIVER AND SEVERABILITY

No waiver by Sinn Studio of any term or condition set forth in this EULA shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sinn Studio to assert a right or provision under this EULA shall not constitute a waiver of such right or provision. Except as otherwise expressly provided herein, if any provision of this EULA is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this EULA will continue in full force and effect.

20. ADDITIONAL TERMS & CONDITIONS

Sinn Studio reserves the right to further provide or require additional terms, conditions, or policies which may apply to specific portions, services, or features of the Game including, without limitation, certain in-Game policies. All such additional terms, conditions, and policies are hereby incorporated by this reference into this EULA, including without limitation any privacy policies as established by Sinn Studio from time to time. In the event of any conflict between the additional terms and conditions and this EULA, the additional terms and conditions shall prevail.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Game including the Game should be directed to: info@sinnstudio.com.