



Soulmask Modkit EULA

SUPPLEMENTAL END USER LICENSE AGREEMENT

This Supplemental End User License Agreement (the "Agreement") is a legal agreement between you as an individual and QOOLAND PTE. LTD. (the "Company" or "Qooland Games"), a Singapore limited liability company. This Agreement concerns your use of the "Soulmask" game (the "Games").

This Agreement only concerns the creation of your non-commercial modifications and content for the Games ("Mods"). it does not apply to your use of the Games themselves.

This Agreement supplements and, in some cases, replaces the terms contained in the End User License Agreement & Terms of Service, located at <https://mask.qoolandgames.com/65140fb245549e0f832a7b74/index>. For all non-Mod use of the Games themselves, the End User License Agreement & Terms of Service applies.

By using the Games in connection with the creation and distribution of Mods, you agree to be bound by this Agreement.

SUMMARY OF THE AGREEMENT

Qooland Games grants you a license to use our tools and assets for the creation of game mods, under the terms below. You grant us a license to use and display your mods, under the terms below.

You promise to follow our game guidelines. If you don't, we reserve the right to take action against your mod, including revoking your license or asking anyone hosting the mod to take it down.

1. LICENSE

(1) License Grant. Subject to the terms of this Agreement, Qooland Games grants you a limited, royalty-free, non-exclusive worldwide license to make non-commercial use of the following:

Any tools that Qooland Games may provide, from time to time, for the purpose of creating Mods (the "Qooland Games Tools"); and

The art assets, sound effects, music, and other content included in the Games, excluding any software code (the "Qooland Games Content") (together, the Games, the Qooland Games Tools, and the Qooland Games Content will be referred to as the "Game Content").

(2) Limitations. The above license is subject to the following limitations:

This license only allows for you to design, develop, test, and produce non-commercial Mods for the Games.

Remember, only non-commercial Mods - If you charge money (or take anything else of value, including virtual goods with real-world value) for your Mods or anything related to your Mods (such as charging for the use of servers running your Mods), or sell any virtual currency or virtual items in connection with your Mods and the Games, this is strictly prohibited and is a violation of this license.

You may not copy, duplicate, reproduce, or translate the Games;

You may not create derivative works of the Games or the Game Content that incorporate non-Game Content not owned by you, nor may you use the Game Content in conjunction with any other Game or for any other reason other than as allowed by this Agreement;

You may not reverse engineer, decompile, or disassemble the Games, or take any steps to recreate or recover the source code of the Games, except and only to the extent that such activity is expressly permitted by applicable law;

You may not remove or alter any copyright or trademark notices that appear anywhere within the Games; and

Your use of the Games themselves, as well as the Unreal Engine, SDK, and Steam Workshop are governed by the Steam Subscriber Agreement and Qooland Games End User License Agreement & Terms of Service.

2. YOUR CONTENT

(1) License to Qooland Games. Qooland Games does not claim ownership of any Mods that you create (except for Game Content included in your Mods that is created or owned by Qooland Games and licensed to you above). Instead, you hereby grant to Qooland Games a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use your Mods and the content within them.

(2) License to Third Parties. Depending on whether you own any content included in your Mods and how you would like others to be able to use that content. If you choose to release a Mod under your own license, you must ensure that your license is compliant with and incorporates this Agreement by reference.

3. Acceptable Content Policy.

You agree that you will not engage in any conduct or communications, in connection with your Mods, which:

is threatening, bullying, defamatory, abusive, obscene, lewd, sexually provocative or suggestive, pornographic, or which in any manner could give rise to any civil or criminal liability under applicable law;

could infringe or lead to infringement of any copyright, trademark, publicity or privacy right, or any other intellectual property or personal right of any person or entity;

is or could be taken as slurs, hate speech or attacks on individuals or groups on the basis of race, color, gender, age, religion, national origin, disability, sexual preferences, or gender identity;

constitutes spam (sending the same message multiple times or to multiple people will be treated as spam);

is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product or activity;

encourages or constitutes behavior that does not support a safe and comfortable environment for all users,

which conduct may include but not be limited to bullying, vigilantism, engaging in any conduct or activity that is

threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, suggestive, or explicit, inflammatory, profane, racially or ethnically objectionable or discriminatory, religious or political, or in any manner encourages inappropriate, disrespectful, abusive, or unlawful conduct or otherwise makes the Game an uncomfortable experience for anyone;

restricts, inhibits, or discourages any other user from using the Games or contains a virus or other harmful component;

hacks, modifies or otherwise makes use of cheats, mods, automation software (bots) or any other unauthorized

third-party software designed to modify the experience of the Games;

violates any local, state, federal or international laws or gives rise to civil liability;

violates or infringes any rights of third parties (including but not limited to copyright, trademark, rights of privacy or publicity, defamation or any other proprietary right);

imposes an unreasonable or disproportionately large load on the Games or otherwise interferes with the Games;

specifies or claims that that you are affiliated with Qooland Games when you are not

requests account login information from other players;

use of any means to disguise your online identity or alter original attribute information;

uses or possesses programs to “crack” the Games or other Internet security tools;

upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Games;

Posting and disseminating illegal speech or inappropriate information, including but not limited to behaviors such as posting indecent speech, junk advertising information, promotion of plug-ins, viruses, boosting, offline transactions or other such information in the game;

Using inappropriate content including but not limited to content that is racial, religious, political, obscene, vulgar, defamatory, intimidating, offensive, insulting, misleading, or related to illegal drugs and medicines, as account nicknames and names for roles, groups, organizations in the game;

in the game, through various ways or means to cause regional disputes, regional division;

involve any violent acts not directly related to the game world and leak any information about the game world and real-life of other players or our employees; or

anything else that Qooland Games, in its sole discretion, deems harmful to the Games' or to Qooland Games's integrity or business.

You shall not engage in the above inappropriate game behaviors while using any Games Service or MOD service and the Qooland Games reserves the right to report any such behavior, if potential criminal, to relevant authorities for criminal prosecution. The Company may remove any Mod Content and any related content or elements from any Games Service at its sole discretion.

You must follow the law, regulation, decrees, orders, injunctions or other mandatory governmental limitations applicable to where you are located when using our Services. If any applicable law restricts or forbids you from using our Mods, then you must follow such restrictions or stop using our Mods. If you plan to incorporate any contents or rights from third party into the Mods, you shall, at your own cost, be solely responsible for the acquisition of any and all third party clearances, permissions and licenses with respect to the Mods. You shall be responsible for settling any disputes resulting from the breach of above undertakings at your own cost. If the Qooland Games suffers a loss as a result of your misconduct, you shall make compensation in accordance with clause 7.

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(2) Your Content Ownership. Qooland Games agrees that content included in your Mods that (i) is completely created by you and without any materials from third party or Qooland Games, and (ii) which is not a derivative of

the Game Content, is entirely owned by you. Qooland Games has no rights to your Mod content, except as licensed to Qooland Games under this Agreement.

(3) Other Content. You agree that your Mods will only include content which is either (i) completely created by you, (ii) owned by you, (iii) is Game Content licensed to you under this Agreement, or (iv) you have explicit permission to include.

(4) Notice of Infringement. If you believe that any text, graphics, photos, audio, videos, or other materials or works uploaded, downloaded or appearing on the Mods have been copied in a way that constitutes copyright infringement, you may submit a notification to us by providing the following information in writing:

identification of the copyrighted work that is claimed to be infringed;

identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Mods;

information for our copyright agent to contact you, such as an address, telephone number, and e-mail address; a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;

a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and

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

Notices of copyright infringement claims should be sent by mail or by email to the following addresses corresponding to us:

QOOLAND PTE. LTD.

Address: 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315

Email: soulmask_support@qoolandgames.com

5. TERMINATION

(1) Termination by You. You may terminate this license at any time by deleting any Mods created by you and ceasing all distribution of those Mods (including removing them from any Mod sites).

(2) Termination by Qooland Games. Qooland Games may, at its sole discretion, terminate this license if you fail to follow the terms of this Agreement. If Qooland Games terminates this license, you agree to delete any Mods created by you and cease all distribution of those Mods (including removing them from any Mod sites).

6. SUPPORT

Qooland Games Support. Qooland Games may, in its sole discretion, provide you with support services related to the Games and your Mods. Qooland Games is not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default of Qooland Games under this Agreement. Any supplemental software code or tools provided to you as part of the Support Services will be treated as part of the Games, as between you and Qooland Games, will be and remain the sole property of Qooland Games, and will be subject to the terms and conditions of this Agreement.

7. Indemnification.

(1) In case we reasonably find that you have breached this Agreement or any posted guidelines or rules, we may take such actions as we deem appropriate, including but not limited to: (i) removing any involved content; (ii)

restoring your Game data to the status before your breach; (iii) terminating your right to use Our Games; and (iv) taking legal action against you or disclosing relevant information to law enforcement authorities.

(2) You will indemnify and hold us harmless from any and all third-party claims, losses, damages, liabilities, costs, and expenses, relating to or arising under or out of the relationship between you and us described in this Agreement, including but not limited to any breach of this Agreement. You hereby agree that we shall have the right to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

8. WARRANTY and Limitation of Liability.

The Company shall make reasonable efforts to improve and upgrade the Games and Mod services, but the services are made available to you only on an “as is” basis. To the extent permitted by law, we do not provide any type of warranties, whether express or implied. For example, we cannot predict when issues might arise with our Games Services; therefore, we do not warrant the following: Games Services will surely meet your requirements, the Games Services will not be interrupted, the Games Services will be timely, safe and authentic, or the Games Services will not go wrong. Our liability shall be limited to the extent permitted by applicable law, and under no circumstances will the Company be liable to you for any lost profits, lost revenues, loss of information or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to this Agreement, even if we have been advised of the possibility of such damages.

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The Company shall not be liable for the losses caused by Force Majeure factors such as malfunctions, technical defects, coverage limitations, unavoidable factors, computer viruses, hacker attacks, etc. of the mobile telecommunication networks of the basic telecommunication operators involved in the Games Services hereunder.

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 Qooland Games and its affiliates will be limited to the fullest extent permitted by law.

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(2) To the maximum extent permitted by applicable law, neither the Qooland Games, Epic, Epic's licensors, nor its or their affiliates, nor any of the Qooland Games' or Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this User Agreement, including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will the Qooland Games, Epic, Epic's licensors, nor its or their affiliates, nor any of the Qooland Games or Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this User Agreement or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of the Qooland Games, Epic's, or Epic's affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if the Qooland Games, Epic or Epic's affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

(3) 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 Qooland Games, Epic, Epic's licensors, its and their affiliates, and any of Qooland Games or Epic's service providers shall be limited to the full extent permitted by law.

(4) Use of the Editor (as defined below) is subject to the Unreal® Engine End User License Agreement ("UE EULA"), which may be found at www.unrealengine.com/eula. By downloading or using the Editor, you also agree to the UE EULA. Use of the Marketplace is subject to Epic's Terms of [Game/Service/Product, etc.]. By using the Marketplace, you also agree to Epic's Terms of [Game/Service/Product, etc.].

(5) Notwithstanding the terms of the UE EULA, you may not use the Editor or any Epic Content (a) with or in connection to any games, projects, products, or services other than the Soulmask, or (b) to create or develop any separate or standalone games, projects, products, or services. Your breach of the foregoing will constitute a material breach of both the UE EULA and this User Agreement. If you have entered into the UE EULA, then upon termination of this User Agreement, your license under the UE EULA to use the Editor and any Epic Content will immediately terminate; provided, however, that such termination will not terminate any license you may have under the UE EULA with respect to your use of other versions of the Unreal® Engine.

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"Marketplace" means a digital marketplace maintained by Epic or its affiliates through which, among other things, Epic makes certain Epic Content available for use under the License.

10. GENERAL PROVISIONS

(1) Governing Law. This Agreement shall be governed by, and will be construed under, the laws of Singapore, without regard to the principles of conflict of laws, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. You and the Company agree that any disputes relating in any way to or arising under or out of your use of Our Games or this Agreement shall first be negotiated in good faith informally for at least thirty (30) days before either party initiates any legal proceeding.

If a dispute cannot be resolved through negotiations, either you or the Company may elect to have the dispute finally and exclusively resolved by Singapore International Arbitration Centre ("SIAC"). You hereby consent to personal jurisdiction and venue in SIAC.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law. The decision of the arbitrator shall be final and binding on you and the Company, and any award of the arbitrator may be entered in any court of competent jurisdiction.

(2) Entire Agreement. This Agreement constitutes the entire agreement between you and Qooland Games and governs the terms and conditions of your use of the Games in connection with the creation and distribution of Mods, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Qooland Games with respect to such Mods.

(3) If you have any further questions this Agreement, please contact us via the contact information in the Game or on the official website of the Game.