



END USER LICENCE AGREEMENT BAD FOX STUDIOS LTD SUPER SQUAD

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This EULA sets out the basis on which BAD FOX STUDIOS LTD makes the Products available to you ("User" or "You") and on which You may use them. BAD FOX STUDIOS LTD's Privacy Policy (« Privacy Policy ») which can be found on <https://www.badfoxstudios.com/privacy-policy/>, forms an integral part of this EULA. By installing or using the Product, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. If You do not agree with one of these, please do not install or use the Product.

BAD FOX STUDIOS LTD reserves the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described below in Section 8.

1. GRANT OF LICENSE.

1.1 BAD FOX STUDIOS LTD (or its licensors) grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use the Product (in whole or in part) and any Product (the "License"), for such time until either You or BAD FOX STUDIOS LTD terminates this EULA. You must in no event use, nor allow others to use, the Product or this License for commercial purposes without obtaining a licence to do so from BAD FOX STUDIOS LTD. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the Product on certain hardware. THIS PRODUCT IS LICENSED TO YOU, NOT SOLD.

As applicable, certain parts of the Product may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms: for instance, if the Product is featuring a VoIP application, then You must comply with the associated wireless data service agreement when using the Product). Please review such additional terms and costs carefully.

1.2 You shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit the Product or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivative works of this Product (except if the Product enable You through a specific feature to create, generate or submit User Generated Content and for which You will need to create an Account and comply Terms of Use), in whole or in part; (iii) create, use and/or distribute "auto", "trainer", "script" or "macro" computer programs or other

“cheat” or “hack” programs or software applications for this Product (whether in an online multiplayer game or in a single player game over the internet or in local area network); (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product and (v) export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations.

1.3 While using the Product, You agree to comply with all applicable laws, rules and regulations. You also agree to comply with certain rules of conduct that govern Your use of the Product (“Rules of Conduct”), which are not meant to be exhaustive and can be modified at any time by BAD FOX STUDIOS LTD. In all cases You may only use the Product according to anticipated use of the Product.

For example purposes, and without limiting BAD FOX STUDIOS LTD’s rights to take action against You, You may not:

a. create, use, share and/or publish by any means in relation to the Product any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual’s right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Product, or their accessibility to other users, or the functioning of the partner networks of the Product, or attempt to do any of the above;

c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Product, and/or organise, participate in or be involved in any way in an attack on BAD FOX STUDIOS LTD’s servers and/or the Product and/or those of its service providers and partners;

d. create, supply or use alternative methods of using the Products, for example server emulators;

e. spam chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;

f. transmit or communicate any material or content which, in the sole and exclusive discretion of BAD FOX STUDIOS LTD, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;

g. harass or threaten any other users in the Product;

h. make inappropriate use of the help service or send untruthful reports to members of BAD FOX STUDIOS LTD’s personnel;

i. falsely claim to be an employee or representative of BAD FOX STUDIOS LTD or its partners and/or agents;

j. falsely claim an endorsement in connection with the Product or with BAD FOX STUDIOS LTD.

2. OWNERSHIP.

2.1 All title, ownership rights and intellectual property rights in and to the Product (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Product, individually or in combination) and any and all copies thereof are owned by BAD FOX STUDIOS LTD or its licensors. The Product is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, BAD FOX STUDIOS LTD's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without BAD FOX STUDIOS LTD's prior permission and, if applicable, BAD FOX STUDIOS LTD's licensors and representatives. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by BAD FOX STUDIOS LTD.

2.2 This License confers no title or ownership in the Product and should not be construed as a sale of any rights in the Product.

3. ACCESS TO THE PRODUCT

3.1 THE PRODUCT MAY BE PROTECTED BY DIGITAL RIGHTS MANAGEMENT SOFTWARE ("DRM SOFTWARE"). IN SUCH CASE, YOU HEREBY AGREE, ACKNOWLEDGE AND CONSENT TO THE FOLLOWING REGARDING THE DRM SOFTWARE: (I) THE INSTALLATION OF THE PRODUCT WILL CAUSE THE DRM SOFTWARE TO BE INSTALLED ON YOUR COMPUTER; (II) THE DRM SOFTWARE MAY LIMIT THE NUMBER OF INSTALLATIONS OF THE PRODUCT; (III) THE DRM SOFTWARE MAY INSTALL ON YOUR COMPUTER ADDITIONAL COMPONENTS REQUIRED FOR COPY PROTECTION; AND (IV) DURING THE INSTALLATION AND/OR THE FIRST LAUNCH OF THE PRODUCT, AN ONLINE CONNECTION MAY BE REQUIRED TO UNLOCK THE PRODUCT THROUGH THE DRM SOFTWARE. IN NO EVENT SHALL BAD FOX STUDIOS LTD BE LIABLE IN CONNECTION WITH THE COMPONENTS THAT MAY BE INSTALLED ON YOUR COMPUTER BY ANY DRM SOFTWARE.

3.2 If You are using the Product on a Compatible Mobile Terminal, this Section 3.2 is applicable to You and to Your use of the Product:

For this EULA, "Compatible Mobile Terminal" designates any portable device capable of connecting to Internet to access the Products. The term Compatible Mobile Terminals covers in particular feature phones, smartphones, tablet computers and personal digital assistants (PDAs).

a. Product Access. To use the Product on a Compatible Mobile Terminal You must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by You. You acknowledge that the quality of the Products, the response time

or access to certain features may depend on the capacities of Your Compatible Mobile Terminal and of the electronic communication network. BAD FOX STUDIOS LTD may in no case be held responsible for reduced user comfort. You acknowledge that the Product may not be available for use on all mobile devices or through all carriers or network service providers.

b. Collection of personal data: In order to provide You with a better game experience, adapted services and Product support, BAD FOX STUDIOS LTD may collect and store data about You in relation to Your use of the Product, Your connection information and/or Your Compatible Mobile Terminal. Certain data is recorded, archived, analysed and used to create user statistics. Your privacy is very important to BAD FOX STUDIOS LTD and BAD FOX STUDIOS LTD will not reveal Your personal data to third parties except when expressly authorised by You to do so or in special circumstances. BAD FOX STUDIOS LTD may be under a duty to disclose or share Your personal data in order to comply with a legal obligation, or in order to protect BAD FOX STUDIOS LTD's rights and those of other users and third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. In addition, BAD FOX STUDIOS LTD reserves the right to collect, store and use anonymous data about You. For further information concerning BAD FOX STUDIOS LTD's use of Your personal data, please refer to the Privacy Policy.

c. Analytics Tools and Ad Serving Technology. BAD FOX STUDIOS LTD uses third party analytics tools to collect information concerning Your and other users' gaming habits and use of the Product. The information collected may contain the following, without limitation: mobile device unique identity or other device identifiers and settings, carrier, operating system, localization information, date and time spent on the Product, game scores, game metrics and statistics, feature usage, advertising conversion rates, monetization rate, purchase history and other similar information. BAD FOX STUDIOS LTD uses third party ad serving technologies that may collect information as a result of ad serving in the Product and that may temporarily display advertisements in the Product. The information collected and used for the targeted advertising may contain the following, without limitation: age and gender, number views of an advertisement, mobile device unique identity or other device identifiers and settings, information about Your use of the Product, Compatible Mobile Terminal, and other Internet sites (including third party web pages and mobile Internet sites) viewed by You (as well as date and time viewed), advertisement(s) served, the advertisement(s)' in game location and length, and Your response to the advertisement(s) (if any). The analytics tools and ad serving technologies may use server log files, web beacons, cookies, tracking pixels and other technologies to collect said information and may combine the information collected on other BAD FOX STUDIOS LTD Products and services with information collected from other third party websites and mobile products and services and with demographic, advertisement, market and other analytics surveys. Standing alone, this information is not personal data; however, if BAD FOX STUDIOS LTD combines any of this information with personal data, BAD FOX STUDIOS LTD will treat this information as personal data pursuant to our Privacy Policy. You will find a non-exhaustive list of our partners whose analytic tools and ad serving technologies are used in our Product(s) at <https://legal.ubi.com/partners/>. BAD FOX STUDIOS LTD makes its best efforts to provide You with the links to our partners' own privacy policies according to which their tools and technologies are used and when available the link to allow You to opt-out from their services.

4. CONSENT TO MONITOR.

4.1 When You are using the Product, the Product may monitor Your hardware random access memory (RAM) for unauthorized third-party programs prohibited by Section 1 that interact with the Product. In the event that the Product detects such an unauthorized third party program, information may be communicated back to BAD FOX STUDIOS LTD, including the name of your Account, your internet protocol (IP) address, details about the unauthorized third party program detected, and the time and date that the unauthorized third party program was detected, along with the hardware specifications and performance characteristics of Your hardware, with or without additional notice to You. If the Product detects the use of an unauthorized third party program, this License and Your access to the Product may be terminated with or without additional notice to You.

4.2 However, please note that BAD FOX STUDIOS LTD is not responsible for and does not endorse the opinions, advice and/or recommendations displayed or sent by You in the Product, including in game chats. Such communications are the sole responsibility of the user in question.

4.3 Easy Anti-Cheat, please note that BAD FOX STUDIOS LTD reserve the right to use its chosen Game Security service, be that Easy Anti-Cheat or any other nominated anti cheat software ("Anti-Cheat"), which is operated by a third-party service provider offering services to BAD FOX STUDIOS LTD. Anti-Cheat may be a client software ("Client") that is integrated into the Software Product, for the purpose, without limitation, of detecting cheating or unauthorized malicious programs and/or other analytic activities. This information is gathered to enable BAD FOX STUDIOS LTD to update and improve the gameplay experience. When You start a new Game session the Client will automatically load and install its latest version to the Unit. When You are using the Software Product on your Unit the Anti-Cheat will be monitoring the Unit, analysing the Game binaries and scanning the memory of the Unit for the purpose of detecting and preventing cheating in the Game ("Purpose"). For the Purpose Anti-Cheat will be storing information regarding cheating methods used in the Game ("Data"). The Data will contain Your personal data. By installing, copying, or otherwise using this Software Product, You give your consent that Anti-Cheat may gather, store, share and publish Data for the sole purpose of the Purpose. You also acknowledge and agree that the processing activities of Anti-Cheat include automated decision-making which may have significant effects to You as You may be banned from the game if You have been found to be cheating in it. The Data will be used solely for the Purpose including but not limited to identifying and banning player accounts which are used for cheating in computer games, analysing cheating behaviour and cheating codes, as well as sharing data about cheats with affiliates of the Anti-Cheat software provider. You are entitled to use the Game (i.e. Software Product) only in accordance with these terms and conditions.

If You deny the Anti-Cheat software to process Your personal data in accordance with the said privacy statement or request the Anti-Cheat software to remove or delete Your personal data, the Publisher, Anti-Cheat provider or a third party (appointed by the Publisher or Anti-Cheat provider) has a right to block Your access to the Game and prevent Your use of the Game. (You will find more information about the privacy practices of Easy Anti-Cheat software on the privacy statement of Easy Anti-Cheat, which you can find from <https://www.epicgames.com/site/en-US/privacypolicy>)

5. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PRODUCT IS AT YOUR OWN RISK. TO THE

FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCT IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BAD FOX STUDIOS LTD, BAD FOX STUDIOS LTD'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. BAD FOX STUDIOS LTD DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL BAD FOX STUDIOS LTD, BAD FOX STUDIOS LTD'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PRODUCT OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH BAD FOX STUDIOS LTD OR ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PRODUCT; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. FOR ANY PRODUCT PURCHASED FOR USE ON A COMPATIBLE MOBILE TERMINAL THAT WOULD NOT MEET THE APPLICABLE LEGAL WARRANTIES, BAD FOX STUDIOS LTD'S LIABILITY IS LIMITED TO THE REFUND (DIRECTLY OR INDIRECTLY THROUGH ITS CHANNEL PARTNERS OR ASSOCIATED SERVICE PROVIDERS) OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT BAD FOX STUDIOS LTD, ITS AFFILIATES, LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO BAD FOX STUDIOS LTD FOR THE PRODUCT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

NOTHING IN THIS SECTION 5 SHALL AFFECT BAD FOX STUDIOS LTD'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM BAD FOX STUDIOS LTD'S NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 5, BAD FOX STUDIOS LTD'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

6. INDEMNITY.

You are solely responsible for any damage caused to BAD FOX STUDIOS LTD, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED BAD FOX STUDIOS LTD AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE PRODUCT. BAD FOX STUDIOS LTD reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify BAD FOX STUDIOS LTD. The provisions of this Section 6 shall remain in force after termination of this EULA.

7. TERMINATION.

7.1 The EULA is effective from the earlier of the date You purchase, download or use the Product, until terminated. BAD FOX STUDIOS LTD (or its licensors) may terminate this EULA, at any time, for any reason. Termination by BAD FOX STUDIOS LTD will be effective upon (a) if You breach any of the terms or (b) a BAD FOX STUDIOS LTD decision to discontinue offering and/or supporting the Product. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the Product and destroy all copies of the Product in Your possession. You can also terminate at any time; all You have to do is uninstall the game from Your device and the EULA is terminated. You will no longer have any of the rights to the game given in this license.

8. CHANGES TO THIS EULA OR TO THE PRODUCT.

8.1 BAD FOX STUDIOS LTD reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on the Product or on ubi.com. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 7 and must immediately uninstall the Product and destroy all copies of the Product. Your continued use of the Product following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

8.2 BAD FOX STUDIOS LTD may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product. You agree that the Product may install or download the modifications automatically. You agree that BAD FOX STUDIOS LTD may stop to support previous versions of

the Product upon availability of an updated version. BAD FOX STUDIOS LTD's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the previous versions of the Product. BAD FOX STUDIOS LTD also reserves the right to amend the Rules of Conduct set out in Section 1 to place limits on the use of the Product.

9. MISCELLANEOUS.

9.1 Export Controls. The Product is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of the United Kingdom of Great Britain and Northern Ireland and foreign agency or authority relating to the Product and Your use of the Product. The Product may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United Kingdom of Great Britain and Northern Ireland has embargoed goods. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

9.2 Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect BAD FOX STUDIOS LTD's initial intentions.

9.3 No Waiver. No failure or delay by BAD FOX STUDIOS LTD (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by BAD FOX STUDIOS LTD or by the User.

9.4 Law and Jurisdiction This EULA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the EULA or its subject matter or formation (including non-contractual disputes or claims).

For any question concerning this EULA, you may contact BAD FOX STUDIOS LTD at the following address:
info@badfoxstudios.com

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.→