

## **TERMS OF SERVICE (HEREINAFTER THE “TERMS”) OF THE WILDCORE GAMES PROJECT (THE “PROJECT”).**

PLEASE READ CAREFULLY BEFORE USING THE GAME AND RELATED SERVICES OF THE PROJECT OR ANY SERVICES PROVIDED THROUGH THE PROJECT IS SUBJECT TO THESE TERMS. YOU AGREE TO BE BOUND BY THE TERMS PRESENTED BELOW. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PROJECT IN ANY WAY OR FOR ANY PURPOSE WHATSOEVER.

### **ACCEPTANCE OF THE TERMS**

These Terms sets out the legal terms between you (either an individual or legal and non-legal entity) and WILDCORE HUNGARY KFT.

These Terms including cases where personal data is collected and processed in accordance with and as stipulated by Article 6(1)(f) of the GDPR Regulation, are accepted by you when you actually use the Project and (or) Services provided by WILDCORE GAMES. You may print a copy of these Terms and Privacy Policy for your records and we highly recommend you to do so. These Terms remain effective from the date of acceptance until terminated by you or WILDCORE GAMES in accordance with these Terms. You cannot accept these Terms if: (a) you are not lawfully entitled to use the Services under any applicable laws in the country in which you are located or resident; or (b) if you are not of legal age to form a binding agreement with WILDCORE GAMES. By accepting these terms you acknowledge, represent, and agree that you have reached the age to enter into such binding agreement in the country in which you are located or resident or that you have your parent or legal guardian’s permission if required by applicable law. You expressly represent that you are legally allowed to enter into these Terms and that you do not violate any applicable laws.

You may also be required to register an account on the Project and (or) Service (hereinafter referred to as "Account").

Certain countries maintain legal restrictions on the usage of the Service and (or) downloading, installing, and/or using of products, portions of products, or software that are or might be available through the Service. You expressly represent that you comply with all applicable legal restrictions in your jurisdiction. You are not permitted to use our Product if you are, or if you are owned or controlled directly or indirectly by, a person that is the target of export control restrictions, embargoes, or economic or trade sanctions maintained by the United States (including the U.S. Department of the Treasury’s Office of Foreign Asset Control (“OFAC”), the U.S. Department of Commerce, or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, or Her Majesty’s Treasury of the United Kingdom (collectively, “Sanctions”), including any person (a) named on any Sanctions-related list of designated persons, including the Specially Designated Nationals and Blocked Persons List maintained by OFAC, or the Entity List maintained by the U.S. Department of Commerce, the “Consolidated list of persons, groups and entities subject to EU financial sanctions” maintained by the European Union, or the “UK Consolidated List of Asset Freeze Targets” maintained by His Majesty’s Treasury of the United Kingdom; or (b) operating, organized, or resident in a country or territory

that is the target of comprehensive Sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region) (collectively, a “Prohibited Person”). By using our Product you represent and warrant that (i) you are not (nor are you owned or controlled by, or acting for or on behalf of, directly or indirectly) a Prohibited Person; (ii) you are not prohibited by any Sanctions from using Wildcore Games’ Product; and (iii) you will not provide access to the Product to any Prohibited Persons.

If you access the Project and (or) the Service from a social network, you shall comply with its terms of service/use and privacy policy as well as these Terms and Privacy Policy.

Please note that these rules shall not create any third party’s rights including any enforcement right (civil right of action) thereof, and may be enforced solely by WILDCORE GAMES in its sole discretion.

The failure by WILDCORE GAMES to exercise or enforce any of the Terms shall not constitute or be deemed a waiver of its right thereafter to enforce each and every of these Terms.

#### INTELLECTUAL PROPERTY RIGHTS

WILDCORE GAMES is the owner of all exclusive rights, intellectual property rights and interests associated with the Project and Services, as well as all their functions and components, including but not limited to:

- all the virtual content that is contained and displayed in the Project, including:
  - visual components: project locations, characters (names, appearance, characteristic behavior and utterances), artwork, structural or landscape design, animation and audiovisual effects;
  - thematic content: themes, concepts, stories and storylines;
  - musical and sound compositions and recordings;
  - user accounts;
- project elements: Virtual Items and Intra-Project Values, as well as intra-project options and ways of acquiring them;
- other intellectual property that provides technical and other access to the Project and Services, including but not limited to:
  - software and source code;
  - methods of work and original works of authorship used in the Project;
- all Accounts, including Account names and any player’s identification tools. Any use of the Account must be in accordance with the interests of WILDCORE GAMES. WILDCORE GAMES does not allow the transfer of Accounts. You cannot purchase, sell, gift and otherwise assign the Account, and also offer any Account to purchase, sell, gift or any form of assignment, and any such attempt will be void and may lead to the termination of the Account;
- intangible rights thereto.

For the avoidance of doubts, the Services shall be construed as providing you with access to use the Project without transferring any exclusive or other intellectual property rights or interests to the Project and Services.

#### VIRTUAL ITEMS AND INTRA-PROJECT VALUES

WILDCORE GAMES may offer you the ability to: (i) purchase a limited license to use intra-project values; (ii) earn a limited license to use intra-project values by performing specified tasks in the Project (hereafter and everywhere - “Intra-Project Values”); and/or (iii) earn a limited license, and/or purchase a limited license with Intra-Project Values, to virtual objects made available by WILDCORE GAMES in the Project

(hereinafter and everywhere - “Virtual Items”). If WILDCORE GAMES offers the ability to purchase or earn such licenses, WILDCORE GAMES shall grant you a non-exclusive, non-transferable, revocable, limited right and license to use such Intra-Project Values or Virtual Items, as applicable. These right and license are only valid for your personal, non-commercial use exclusively in the Project, subject to the provisions of these Terms and your compliance therewith.

Intra-Project Values may only be redeemed for Virtual Items for use in the Project and neither Intra-Project Values or Virtual Items are redeemable for money, anything of monetary value, or for any monetary equivalent from WILDCORE GAMES or any other person or entity, except as otherwise required by applicable law. Intra-Project Values and Virtual Items do not have an equivalent value in real currency and do not act as a substitute for real currency. Neither WILDCORE GAMES nor any other person or entity has any obligation to exchange Intra-Project Values or Virtual Items for anything of value, including, but not limited to, real currency. You acknowledge and agree that WILDCORE GAMES may engage in actions that may impact the intra-project attributes or perceived value of Intra-Project Values and/or Virtual Items at any time, except as prohibited by applicable law. WILDCORE GAMES, in its sole discretion, may impose limits on the amount of Intra-Project Values that may be purchased, earned, or redeemed.

#### Refund policy

The purchase of a license for Intra-Project Values is final and is not refundable, transferable, or exchangeable under any circumstances, except as otherwise required by applicable law or refund policy of the platform. If you give your Account or payment details to other users, appear to be abusing our policies, or don't protect your account with authentication, we usually can't issue a refund.

We do not give refunds for most purchases committed within the project. However, there are exceptions (see below.) If you are a resident of any EU Member State, you have certain withdrawal rights for purchases of Intra-Project Values or Virtual Items made with real currency. You can also contact our support team. The support team can process refunds pursuant to these policies, applicable laws, and the payment processor's standard terms and conditions. User refunds are exclusive of taxes previously charged to users for product purchases.

For some cases, you may be able to get a refund depending on the following details of the purchase:

- a refund can be made within 48 hours of payment;
- Intra-Project Values have not been used;
- the purchase did not affect other users and (or) did not give you preferences in relation to other users (VIP status, unique skin, etc.).

The license granted to Intra-Project Values or Virtual Items ceases to be effective upon the removal of the Account within the Project.

If you are a resident of any EU Member State, you have certain withdrawal rights for purchases of Intra-Project Values or Virtual Items made with real currency. However, you expressly waive your withdrawal right once the performance of the Service in terms of obtaining initial access to the Project through your Account. You agree that:

(i) download of Intra-Project Values or Virtual Items begins immediately after purchase; and (ii) you lose your right of withdrawal once the purchase is complete.

By using the Project and (or) the Services, you acknowledge and agree that: Under no circumstances will WILDCORE GAMES be liable in any way for any content or for any loss or damage of any kind incurred as a result of the use of any content, emailed or otherwise made available via the Project and (or) the Service (hereinafter referred to as "User Content"). If you post any comments or User Content within the Projects and (or) the Service of WILDCORE GAMES, unless we expressly indicate otherwise, you grant WILDCORE GAMES and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content by any means and media whether now known or hereafter devised without any further notice or compensation of any kind to you, in connection with:

- providing and promoting the Project and (or) the Services; and/or
- exercising the rights under these Terms.

The license grant to WILDCORE GAMES survives any termination or revocation of these Terms. You may not upload, publish, post, distribute or disseminate any User Content that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and free speech) of other individuals including the Project's team. You may not upload, publish, post, distribute or disseminate any User Content that promotes hatred towards groups based on their race or ethnic origin, religion, disability, gender, age and (or) sexual orientation/gender identity.

You expressly represent that your use of the Project and all User Content you posted on, transmitted through or linked from the Project and (or) the Service and (or) mobile applications (where applicable) is in compliance with these Terms and Privacy Policy as well as all applicable local, state, national and international laws, rules and regulations including any laws regarding the transmission of technical data exported from your country of residence and all export control laws.

NOTICE: You agree to follow the COPPA terms ("Children's Online Privacy Protection Act of 1998").

## COMMUNICATIONS OF USERS

Your use of the Project and (or) Services may include your communication with other users of the Project and (or) Services, subject to other provisions of these Terms. The communication may be done through the Project and (or) Services, if such Project and (or) Services have functional abilities to operate such communication.

## INACTIVE/DISABLED ACCOUNT POLICY

Accounts that have been inactive or disabled either by You contacting WILDCORE GAMES and requesting the Account be terminated, by You using WILDCORE GAMES' administration tools to terminate the account, or by WILDCORE GAMES' account service team due to these Terms or otherwise, may be permanently deleted at least seven (7) days, as applicable, after the date of the Account's termination

unless you agree to pay WILDCORE GAMES' applicable maintenance fee for the inactive accounts.

For the purposes of this paragraph, the term "applicable maintenance fee" shall mean any monetary purchase of a limited license to use the Intra-Project Values, subject to these Terms.

## DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PROJECT AND (OR) SERVICES IS AT YOUR SOLE RISK, AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER WILDCORE GAMES NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY REFERRED TO AS THE "WILDCORE GAMES PARTIES") WARRANT THAT THE PROJECT AND (OR) SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE PROJECT AND (OR) SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE WILDCORE GAMES PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PROJECT AND (OR) SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE NOT TO SEEK TO HOLD THE WILDCORE GAMES PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE PROJECT AND (OR) SERVICE AND OPERATORS OF EXTERNAL WEB-SITES, AND THAT THE RISK OF INFRINGEMENT OF YOUR RIGHTS AND (OR) DAMAGES FROM USING THIRD PARTY SERVICES AND EXTERNAL WEB-SITES RESTS ENTIRELY WITH YOU. TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE WILDCORE GAMES PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO THE WILDCORE GAMES PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN

TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF WILDCORE GAMES.

#### CLASS ACTION WAIVER

IF YOU ARE A RESIDENT OF THE UNITED STATES OF AMERICA, BY ACCEPTING THE TERMS, YOU AND WILDCORE GAMES HEREBY AGREE: (i) THAT EACH CLAIM IS PERSONAL TO YOU AND WILDCORE GAMES, AND SHALL ONLY BE CONDUCTED AS AN INDIVIDUAL COURT PROCEEDING, AND NOT AS A CLASS ACTION OR OTHER FORM OF REPRESENTATIVE ACTION; (ii) EXPRESSLY WAIVE ANY RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS; AND (iii) THE COURT MAY ONLY CONDUCT AN INDIVIDUAL COURT ACTION, MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING RELATING TO SUCH CLAIMS. UNLESS YOU SUBMIT A PROPER OPT OUT NOTICE (AS DESCRIBED BELOW), YOU AND WILDCORE GAMES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### Severability of Class Action Waiver

You and WILDCORE GAMES agree that, no provision of this Class Action Waiver shall be enforceable against you or WILDCORE GAMES and all claims shall be governed by Governance Law and Jurisdiction provisions of these Terms, below, in the event either: (i) a court of competent jurisdiction conclusively determines that any term or provision of this Class Action Waiver is unenforceable, prohibited by applicable law, or inapplicable to any claim; or (ii) you submit a proper Opt Out Notice, wherein you have elected to opt out of this Class Action Waiver. In no event may the severance of the Class Action Waiver be interpreted or deemed to constitute consent by you or WILDCORE GAMES to participate in a class action.

#### Opt Out Procedure

You have the right to opt out and not be bound by the foregoing Class Action Waiver, by sending a written notice of your election to opt out from such Class Action Waiver (the "Opt Out Notice"), in strict compliance with the following requirements of paragraphs (i) – (iii):

- **Form & Address** Your Opt Out Notice must be sent to the following address: Wildcore Hungary Kft, 12 Mérey Street 6722, Szeged, Hungary, and either by: (a) first class mail, postage prepaid, certified and return receipt requested; or (b) overnight courier service.
- **Time Limitations** Unless a longer period is required by applicable law, your Opt Our Notice must be postmarked (if sent by first class mail) or deposited (if sent by overnight courier service) within 30 days of the date on which you first accessed to your Account in the Project.

- **Required Information** Your Opt Out Notice must include: (i) the title of the Project to which your Opt Out Notice is intended to apply; (ii) your first and last name; (iii) your address; (iv) your phone number; (v) your email address; (vi) if you are a registered user of the Project, each of your usernames for the Project; and (vii) a statement that you do not agree to the Class Action Waiver. WILDCORE GAMES may use the foregoing information included in the Opt Out Notice to record, process, maintain, and administer your opting out of the Class Action Waiver, as applicable, but not for marketing purposes.
- **Effects of Proper Opt Out Notice** If your Opt Out Notice meets all of the above requirements, you and WILDCORE GAMES will be deemed to have opted out of the Class Action Waiver, subject to your statement in such Opt Out Notice, with respect to these Terms. Submission of a valid Opt Out Notice applies only to Claims arising from or relating to the Project identified therein, as between WILDCORE GAMES and the individual identified in such Opt Out Notice.
- **Effects of Improper Opt Out Notice** If you submit an Opt Out Notice that fails to meet any of the requirements set forth in paragraphs i – iii, you and WILDCORE GAMES will be bound by the Class Action Waiver set forth in these Terms.

## MISCELLANEOUS

If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.

The failure by WILDCORE GAMES to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of WILDCORE GAMES's right or remedy.

We may make changes to these Terms from time to time and we will publish the changes at this link. Changes will be effective when published. Please review these Terms on a regular basis. You acknowledge and agree that your express acceptance of the Terms of Services after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate these Terms in accordance with the set forth below.

If we are unable to provide the Services as a result of force majeure, we will not be in breach of any of its obligations towards you under these Terms.

## Governance Law and Jurisdiction

These Terms are governed by and construed in accordance with the applicable law of Hungary, without regard to its conflicts of law provisions, including those that might imply the use of the law of another jurisdiction. You agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any dispute or transaction arising under these Terms.

Exclusive jurisdiction and venue for any judicial proceedings concerning the subject matter of these Terms has the competent court of Hungary, and each party waives any objection to the jurisdiction and venue of these courts. However, we reserve the

right to seek a cancellation of any injunction relief in any jurisdiction where we deem it necessary.

These Terms are made in English language.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND ALL RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FOR THE PROJECT. BY CONTINUING TO USE THE SERVICES OF THE PROJECT YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS YOU GRANT TO WILDCORE GAMES THE RIGHTS SET FORTH HEREIN.

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