

End User License Agreement

Hello! We are glad you've decided to play GUARDIANS VR. Before you go, please read the following legal rules. Don't worry! We want you to enjoy the game, not to put up any obstacles against it.

1. General

1.1. This agreement is a contract between you and VirtualAge Technologies SL. (hereinafter "VirtualAge"), governing your use of our GUARDIANS VR game.

1.2. For the purpose of this agreement, the term GUARDIANS VR game includes the software of the videogame itself, all of its components (e.g., the source code) and content (e.g., graphical or musical content).

1.3. This agreement applies to the GUARDIANS VR game and all of its future updates and expansions, unless the expansion is governed by a separate agreement. If an expansion to the GUARDIANS VR game is governed by a separate agreement, you will be explicitly asked to agree to the separate agreement.

1.4. Due to the Violence in some parts of the game, it is not recommended for minors (below the legal age of majority in your country), please have the agreement reviewed and agreed to by your parent or legal guardian.

2. Application of a distributor's terms and conditions

2.1. We generally use the services of a distributor to market our GUARDIANS VR game. The distributor usually has its own terms and conditions governing your use of its services and the distribution of software via its services to you. If there is anything in the distributor's terms and conditions that overlaps with the legal matters regulated in this agreement, the distributor's terms and conditions take precedence unless they provide that this agreement between you and VirtualAge applies preferentially.

3. Health and safety warning

3.1. Due to its virtual-reality nature, the GUARDIANS VR game can be physically challenging. Please consider your state of health before you start playing. If you have any doubts, consult a physician. Take breaks regularly and stay hydrated.

3.2. Please be careful and mindful of your environment when playing the GUARDIANS VR game. Always make sure there is enough space for you to play safely and that there are no obstacles or dangerous objects around you.

3.3. If you are a minor (below the legal age of majority in your country), please have the health and safety concerns checked by your parent or another responsible adult person before you start to play the GUARDIANS VR game.

3.4. Please note that you bear responsibility for your actions while you play the GUARDIANS VR game. We don't take responsibility for any injury or damage caused by your actions while playing the GUARDIANS VR game.

4. License terms and ownership

4.1. We give you the right to use the GUARDIANS VR game (a license) to the extent of downloading it, installing it, and playing it for your personal non-commercial enjoyment.

4.2. You may not do the following with the GUARDIANS VR game:

4.2.1. use the GUARDIANS VR game for commercial purpose (including e-sport, arcades, LBE-location-based entertainment and similar events) without our prior consent or unless specifically permitted in this Agreement;

4.2.2. grant a sublicense to another person;

4.2.3. copy the GUARDIANS VR game, apart from creating copies necessary to run the GUARDIANS VR game on your gaming device;

4.2.4. sell, rent, lease or otherwise distribute the GUARDIANS VR game;

4.2.5. edit, merge, distribute, translate, reverse engineer, decompile, disassemble the GUARDIANS VR game unless specifically permitted in this Agreement, by our prior consent, or by the mandatory rules of the applicable law;

4.2.6. cheat, wilfully exploit bugs or glitches, wilfully harass or grief other players, or utilize any software or other means to do any of the aforementioned activities in the GUARDIANS VR game;

4.2.7. bypass or remove any measure preventing misuse of the GUARDIANS VR game;

4.2.8. misuse the GUARDIANS VR game in any way contrary to the applicable law, including good morals rules.

4.3. We retain all ownership rights to the GUARDIANS VR game. No proprietary right is assigned to you via this agreement.

4.4. We reserve the right to provide or unilaterally deploy patches, updates and other modifications to the GUARDIANS VR game in order to remove or correct a bug, glitch or other issue, to prevent misuse of the game or breach of this agreement, or to enhance the gameplay (e.g., provide you with additional content).

4.4. Even though we will make our best efforts to have the servers always online, we do not provide any guarantee on the availability of them. We reserve the right to shutdown or disable the servers. You can still play all the single player campaigns and maps without our servers.

4.5. Be considerate and polite while using any online feature of the GUARDIANS VR game, especially when communicating with other players. Don't choose a rude or offensive user-name or any user-name infringing rights of others, especially personal rights. If you do this, we reserve the right to take the appropriate measures, e.g., change your user-name, block your access to the online feature of the GUARDIANS VR game, or suspend or block your access to the GUARDIANS VR game.

5. User Generated Creations (UGC)

The game contains a map builder and game editor that allow users to create and share their maps to the community. The map builder may allow users to upload their own external assets, music, and any other type of external content.

5.1 You hereby grant VirtualAge to store all this content will be stored in our servers, that may be located in any country.

5.2 Even though we will make our best efforts to have the servers always online and have periodic backup copies in case of disaster, we do not provide any guarantee on the content, that may be lost or deleted at any moment, or the servers that may be down or disabled without any previous notification.

5.3 Ownership of UGC and License Grant to VirtualAge. For any UGC that you have ever Provided or that you will Provide (whether created solely by you or together with others) (a) between you and us or you and users, you retain all copyrights that you may hold in the UGC, and

(b) in consideration of using the Service, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, whether a user of the Service or not) to host, store, transfer, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, create derivative works of, reuse your maps, assets or any media, distribute, and use in any way the UGC that you Provide, in whole or in part, including modifications and derivative works, in any media or formats (tangible or intangible) and through any media, items or channels (online, offline, or others, now known or hereafter developed), including for publicity and marketing purposes. Kindly note that if you provide UGC (such as a catalog item or other items to or for the Service), you do not have the right to remove or modify that UGC (unless required by law). When using the Service, you may be prompted to grant other players the right to use your UGC. If you agree to grant this right, other users may use your UGC to create their own games and other UGC on the Service, and you will not be entitled to any revenue that those other users earn, even if they use your UGC.

5.4 Regarding the publicity and marketing rights, this allows us to provide a license to a TV show, movie, book, annual, encyclopedia or anthology, website, social media, online or print magazine or newspaper, or other commercial, non-commercial or educational purpose to use your UGC and associated username in ways that we think will help publicize or market the Service, any part of the Service, any UGC on the Service and tangible items off the Service, even in case you have exercised a right to be forgotten under the European General Data Protection Regulation. We shall not be obligated to provide to you any compensation, attribution, or other payments for any reasons, including for exploitation of the license discussed immediately above, whether in relation to the Service or otherwise, nor are we obligated to exploit this license. BY ACCEPTING THESE TERMS AND CONTINUING TO USE THE SERVICE, YOU AGREE THAT THIS LICENSE APPLIES TO ANY UGC YOU PROVIDED TO US AT ANY TIME (FROM YOUR FIRST USE OF THE SERVICE, WHICH MAY PREDATE YOUR ACCEPTANCE OF THIS VERSION OF THE TERMS).

6. UGC Representations and Warranties; Rights in UGC.

You are solely responsible for your UGC and you represent and warrant that:

You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions, to use and to authorize us to exploit the license that you grant to us hereunder; and

Your UGC, and the use of your UGC as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) require VirtualAge to obtain any further licenses from or pay royalties or compensation or other amounts or provide any attribution

to any third parties; (iv) result in a breach of contract between you and a third party; or (v) cause us to violate any law or regulation.

You must not Provide any UGC if you are not the owner of or are not fully authorized to grant rights in all of the elements of the UGC you intend to Provide. You agree to pay all monies owing to any person as a result of Providing your UGC.

5. Liability

5.1. We grant you all the rights under this agreement to the GUARDIANS VR game "as is" and "as available". That means that we do not grant you any guarantee that the GUARDIANS VR game works without any bugs, glitches, or other issues. In as much as the applicable law permits, we don't take any responsibility or liability for the GUARDIANS VR game having any bugs, glitches, or other issues.

5.2. We warrant to you that we have the right to conclude this agreement with you and that we have the right to grant you the rights under this agreement (namely the license to use the GUARDIANS VR game).

6. Termination

6.1. If you materially breach this agreement, we have the right to terminate the agreement without any notice period. If it comes to this, you will lose all the rights granted by this agreement, namely the right to use the GUARDIANS VR game, whereas we shall have no further obligations to you stemming from this agreement.

7. Governing law and dispute resolution

7.1. This agreement, your use of the GUARDIANS VR game and all claims based on, arising from or related to this agreement or its execution, including rights and obligations regarding compensation of damages caused by a breach of this agreement or rights and obligations regarding any unjust enrichment incurred in relation to this agreement, shall be governed by and enforced in accordance with the law of Spain (excluding conflict-of-law rules), including its statutes of limitations.

7.2. Any dispute pertaining to this agreement shall be judged and resolved exclusively by the courts of Spain.

8. Changes and amendments

8.1. We reserve the right to make changes to this agreement. In such a case, we will post the changes and amended text of the agreement online and take reasonable steps to draw your attention to it.

8.2. The changes shall come into effect (become legally binding) 30 days after we post the amended agreement online, unless a longer period is stipulated in the amendment. If you don't agree to the changes, you can terminate this agreement by simply ceasing to use the GUARDIANS VR game (including deleting any copy installed on your gaming device). If you continue to use the GUARDIANS VR game after the changes have come into effect, it shall be construed that you agree to the amended agreement in its entirety.

9. Other legal matters

9.1. You may not assign this agreement or any of the rights granted in the agreement to another person.

9.2. In as much as the applicable law permits, the provisions of this agreement shall be interpreted to the fullest extent expressed in this agreement. If any of the provisions of this agreement is deemed to be void, inapplicable, or unenforceable, the remaining provisions shall not be affected.

10. Contact

10.1. If you have any questions, comments or feedback, you can contact us at info@virtualage.com. Please contact us at this email address also in case you have any complaints in regard to our performance of this agreement.