

Terms and Conditions

Last Revised: Nov. 2023

The Terms and Conditions ("**Terms**") form a legal agreement between TecVise Games, its subsidiaries and affiliates (collectively, "**Us**", "**we**" or "**us**") and you ("**you**", with you and other users of the Service referred to as "**Users**") and applies to your use of any of Us's games or mobile applications ("**Games**"), its sites, software, products and services, on all electronic devices (web, mobile, tablet and any other device) and including our online store ("**Web Store**") (collectively, the "**Service**").

Please review the Terms carefully. **They include a provision waiving the right to pursue any class, group or representative claim and requiring you to pursue certain disputes through individual arbitration unless you opt-out within the specified time frame.** See [Section 20](#) for more information. BY ACCESSING THE SERVICE OR CREATING AN ACCOUNT WITH US, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT INSTALL, CONNECT TO, ACCESS OR USE (OR CONTINUE TO USE) THE SERVICE.

THE SERVICE IS STRICTLY FOR AMUSEMENT PURPOSES ONLY. THE SERVICE DOES NOT OFFER REAL MONEY GAMBLING OR AN OPPORTUNITY TO WIN REAL MONEY OR PRIZES. NO ACTUAL MONEY OR ANYTHING OF VALUE CAN BE WON PLAYING THE GAMES, AND NO ACTUAL MONEY IS REQUIRED TO PLAY.

1. Eligibility

The following Games are available to individuals who are sixteen (16) years of age and over; All other Games are available only to individuals who are the greater of **eighteen (18) years of age** or the age of legal majority in your jurisdiction. By using the Service, you **represent that you possess the legal authority to enter into these Terms** and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder.

We reserve the right to request proof of age at any stage. We may block or request parental consent if we suspect you are under the applicable age.

You also may not open an Account or use the Service if you previously have been removed by Us or otherwise have been prohibited by us from using the Service.

2. Your Account

In order to access or use some of the features of the Service, you may be required to register by opening an account ("**Account**") or by signing in via a third-party tool (such as Facebook) ("**Third Party Tool**"). If you open an Account, you may be required to provide details and select a password or to otherwise allow us to access your account information through a Third Party Tool ("**Login Information**"). You must safeguard and not disclose your Login Information and you must supervise the use of such Account. You will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you. In the event you become aware of or reasonably

suspect any breach of security, including any loss, theft or unauthorized disclosure of your Login Information or unauthorized access to your Account, or otherwise discover security or vulnerability issues related to the Service you must immediately notify us at support@tecwise-games.com and modify your Login Information. Note that should you choose to create your Account using any Third Party Tool, certain User data that you either provide us or that is accessed through such Third Party Tool (subject to the terms and conditions applicable to such third party), including your User name and photo, may be published on your User profile and may be made available to other Users.

You must provide accurate and complete information when creating an Account, and to update your information (including any contact information) promptly upon any change. You also agree not to misrepresent your identity or age to open an Account on behalf of someone other than yourself.

You undertake to monitor your Account and to restrict use by anyone who is not an eligible User. You accept full responsibility for any use of the Service using your Login Information, including any use of your credit card or other payment instrument.

We reserve the right to remove or reclaim any username at any time and for any reason, including in case of claims by a third party that a username violates any third party's rights or otherwise violate these Terms. We also reserve the right to take other actions in connection with your Account when necessary to investigate or resolve technical issues or other problems related to the Service.

If you wish to terminate or close your Account, you may do so by contacting us at support@tecwise-games.com. Your Account will be terminated and removed within a reasonable timeframe following our receipt of your written request, and from the date of termination you will no longer be able to access your Account, including any Virtual Items or other Games Content (both terms as defined below) associated therewith.

3. Platform Provider Rules

In the event that you are using the Service through a third-party website or application, social network, platform or store ("**Platform**"), you must comply with the terms of use or services of such Platform (the "**Platform Terms**"), in addition to these Terms, and the Platform's privacy policy will apply to any of your interactions with the Platform. The Platform Terms are incorporated into these Terms by reference such that a violation by you of the Platform Terms shall be deemed a violation of these Terms. In the event of a conflict between these Terms and the Platform Terms, the Platform Terms shall control solely to the extent the conflict relates to the rights or obligations of the Platform and not of us.

If you have downloaded the Service from the Apple, Inc. ("Apple"), App Store or if you are using the Service on an iOS device, you acknowledge that you have read, understood and agree to the following notice regarding Apple. This Agreement is between you and us only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession or use of the Service, including: (1) product liability claims; (2) any claim that the Service

fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Service. Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

4. Virtual Items and Game Play

In the course of using the Service you may win, earn or alternatively purchase, with real-world money, certain game credits or prizes, virtual play money coins, tokens, points and virtual in-game items ("**Virtual Items**").

You are not obligated, at any time, to purchase any Virtual Items. You understand that you have no right or title in the Virtual Items appearing or originating in any Game, whether "earned" in a game or "purchased", or in any other attributes associated with an Account or stored on the Service. Virtual Items are licensed to you by us for your personal use in the game. You may not purchase or sell Virtual Items outside the Service, or attempt to sell in the "real world" anything that appears or originates in the Service at any time. Any such attempted sale shall be null and void and may result in termination of your Account and legal action taken against you. You may trade Virtual Items within a Game, but only where expressly permitted by Game rules and never for any real-money consideration. We may selectively remove or revoke your license to use or associate Virtual Items with your Account without notice at our sole discretion. Prices and availability of Virtual Items are subject to change without notice.

Virtual Items may only be held by legal residents of jurisdictions where access to and use of the Games are permitted. Virtual Items may only be purchased or acquired from us through our Web Store or through the applicable Platform (such as Google Play Store or Apple App Store). We reserve the right to refuse your request to purchase or acquire Virtual Items for any reason. When you purchase Virtual Items, they will reside in your Account or in the case of NFT's in your wallet until discharged through use of the Service, unless removed or revoked by us.

Depending on your Platform, any Virtual Item purchased from your Platform will be subject to its terms and conditions and user agreement of such Platform. Usage rights for each purchase may differ from item to item. If you are unsure about usage rights you should check with your Platform before making a purchase.

When purchasing Virtual Items, you agree to pay the applicable charges for your purchase, including applicable taxes, through the applicable store. If your transaction with our payment processing partners is not successful then your purchase will not be fulfilled. Upon the completion of a successful payment transaction then your purchase will be fulfilled to you as soon as possible – we will endeavor to fulfill your order immediately at the point of purchase.

If you do not connect the Games on a device to your Account (directly or through your social network account), then we will not be able to restore any Virtual Items (whether purchased by, or otherwise credited or awarded to you) or other data associated with your Game play to a different device (including if you lose that device or it is damaged). We will not be liable for any loss or deletion of Virtual Items, whether purchased by you or granted by us without making a purchase, or of any data associated with your play of the Games, from a device not connected to an account.

5. Refunds for Purchases of Virtual Items and Billing Discrepancies

Purchases of Virtual Items are final and are not refundable, transferable or exchangeable unless stated otherwise at our discretion. Requests for refunds should be made to the Platform through which they were purchased or, if made through our Web Store, to support@tecvise-games.com.

Purchases made through a Platform are additionally subject to Platform rules governing refunds and returns.

For purchases through our Web Store Only: Residents of the European Economic Area, United Kingdom and Switzerland who make purchases through our Web Store may seek refunds for up to fourteen (14) days after purchase, but only in case none of the Virtual Items purchased in the relevant transaction have been used in the relevant Game and only if they discontinue all play of the relevant Game from the purchase of the relevant Virtual Item until the refund request has been processed. We will process the refund request as expeditiously as we are reasonably able.

1. You agree to notify us about any billing problems or discrepancies within 30 days from the date of your purchase. If you do not bring them to our attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and any other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted or that were authorized or accepted using your Login Information (even if not authorized by you). You understand that we may suspend or terminate your Account if for any reason a charge that you authorized or that was authorized using your Login Information cannot be processed or is returned or unpaid, and if such event occurs, you shall immediately remit to us payment for such charge through any payment method. In the event your Login Information has been compromised, please notify us immediately and we will use commercially reasonable efforts to reverse any unauthorized charges. If the compromise results from our negligence or breach of these Terms, then we will reimburse you for any resulting loss, provided that you have timely notified us (as required by this paragraph) of the charge.
2. In the event of what we determine in our sole discretion to be fraudulent or suspicious purchases, or an excessive number of reversals, charge-backs or disputes, we reserve the right to suspend or terminate your access to Web Store, in addition to any other rights and remedies we may possess under these Terms.

6. Rewards

Virtual Items that you are awarded without purchase (“**Rewards**”) will expire if not collected within 7 days. Rewards are generally collected automatically once awarded unless the User stops collection from occurring. If any special or affirmative action is required to collect a Reward, the User will be so advised.

7. Subscription Services

Certain Games may be offered on a subscription basis. You will be advised of the price, duration and all applicable terms before purchase. You will be notified prior to any renewal of the amount and date of the upcoming renewal payment both within the relevant Game and at the email you maintain as part of your Account information. You can cancel your subscription by following the instructions within the Game. Unless otherwise stated, cancelations will take effect at the end of the then-current term.

8. Intellectual Property and Licenses

We retain any and all rights in the Service (including applications, software, computer codes, themes, objects, characters, character names, animations, stories, concepts, designs, graphics, content, materials, texts, information, pictures, logos, video, recording, games, titles, sound, music, audio-visual effects, methods of operations, moral rights, documentations, character profile information and other files, and their selection and arrangement) (collectively, "**Games Content**"), and all intellectual property rights or other proprietary rights in connection therein and the foregoing together with any and all upgrades, updates, enhancements, improvements, modifications and derivative works are owned, controlled and licensed by us. The Service and all Games Content are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights.

In order to enhance our Games' environment and our Users' experience, our Games may contain non-human game characters or agents that are controlled by a computer. Subject to your agreement and compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited scope license to use the Service and Games Content solely as part of the Service, through a supported web browser or mobile device, only for your own, private, non-commercial entertainment purposes and for no other purpose whatever and only pursuant to these Terms, any other rules or terms published by us from time to time on our website or mobile application and applicable laws. If you violate or if, at any point, you do not agree with any of these Terms, your license to use the Service will be immediately revoked, and you will immediately stop using the Service. If the Service or any part thereof is determined to be illegal under the laws of the country in which you reside, this license shall be treated as null and void, and you must refrain from using the Service.

These Terms convey only a limited revocable right to use the Service in accordance with the Terms. You shall not, nor shall you cause any other party to, modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Service pursuant to these Terms or otherwise exploit any of the Games Content without our explicit, prior written permission.

9. Web Store Copyright Notice

Our Web Store utilizes certain open source software code, which is governed by additional terms available on demand (oder ein link). In the event of conflict between these Terms and those additional terms, those additional terms control solely to the extent necessary to eliminate the conflict and solely with respect to the Web Store, not other aspects of the Service.

10. User Feedback and Your License

It is understood that you may, at your sole discretion, provide us with suggestions, comments or feedback with respect to the Service (collectively, "**Feedback**"). You represent that you are free to do so and that you shall not provide us with Feedback that infringes upon third parties' intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such Feedback, shall belong exclusively to us. It is further understood that use of Feedback, if any, may be made by us at our sole discretion, and that we in no way shall be obliged to make use of any kind of the Feedback or parts thereof. Furthermore, you warrant that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any current or future products, technologies or services that incorporate any Feedback.

In our innovative Game-Fi ecosystem, the introduction of Gaming Non-Fungible Tokens (NFTs) marks a pivotal moment where digital assets meet the gaming realm. These Gaming NFTs come in various categories, each possessing unique properties and utility that enrich the gameplay experience. To be continued...

11. Restrictions on Use of the Service

You shall not, and shall not permit or cause any other party, to:

1. Create an Account with or access the Service if you are not an eligible User;
2. Use the Service in an illegal manner or encourage or promote any illegal activity;
3. Fail to pay any amounts due (to the extent applicable);
4. Interfere with or violate Users' rights to privacy and other rights, or harvest, post, solicit or collect personally identifiable information about Users without their express consent, whether manually or through the use of any robot, spider, crawler, any search or retrieval application, or other manual or automatic device, process or method to access the Service and retrieve, index or data-mine any information;
5. Interfere with or disrupt the operation of the Service or the servers or networks that host the Service, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
6. Advertise, solicit or transmit any commercial advertisements or SPAM;
7. Violate the intellectual property or other rights of any party, including ours;
8. Create false personas, multiple identities or multiple Accounts; set up an Account on behalf of someone other than yourself; use bots or other automated software programs to defraud or which otherwise violate these Terms or the terms and conditions of any third-party applications or social networks through which the Service is accessed;
9. Upload or transmit (or attempt to upload or to transmit), without our express permission, any material that acts as a passive or active information collection or transmission mechanism, including clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
10. Exploit, distribute, develop or publicly inform other Users or the public of any Game error, miscue or bug which provides an unintended advantage, or of "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;

11. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
12. Attempt to use the Service on or through any service that is not authorized by us. Any such use is at your own risk and may subject you to additional or different terms. We take no responsibility for your use of the Service through any service that is not authorized by us;
13. Deal with Virtual Items in a manner that violates these Terms, including by selling or transferring Virtual Items to other Users or third parties except as expressly authorized within and by the rules of a Game, or fraudulently obtaining or acquiring Virtual Items;
14. Rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without our written permission or as included in NFT's by us;
15. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Service; or interfere with the ability of others to enjoy using the Service, including by disrupting, overburdening or aiding the disruption or overburdening of the Service servers, or by taking actions that interfere with or materially increase our cost of providing the Service for the enjoyment of all its users;
16. Engage in any act that we deem to be in conflict with the spirit or intent of the Service, including circumventing or manipulating these Terms, our game mechanics or policies;
17. Without our express written consent, modify or cause to be modified any files, codes or any other component which is part of the Service;
18. Institute, assist or become involved in any type of attack, including distribution of a virus, a denial of service attack upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;
19. Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, servers or networks connected to the Service by any means other than the user interface provided by us, including by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service;
20. Use any unauthorized third party software that accesses, intercepts, "mines" or otherwise collects information from or through the Service or that is in transit from or to the Service, including any software that reads areas of RAM or streams of network traffic used by the Service to store information about our game characters, elements, or environment. We may, at our sole and absolute discretion, allow the use of certain third party user interfaces;
21. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or the Service, whether through the use of a network analyzer, packet sniffer or other device;
22. Copy or adapt the Service software including Flash, PHP, HTML, JavaScript or other code;
23. Use, facilitate, create or maintain any unauthorized connection to the Service, including (i) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Service, (ii) any connection via a device to a platform for which the Service is not designed, or (iii) any connection using programs, tools, or software not expressly approved by us;
24. Except where permitted by law or relevant open-source licenses, reverse engineer, decompile, disassemble, decipher, modify or otherwise attempt to derive the object code or source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by us;
25. Copy, distribute, modify, alter, adapt, make available, translate, port, reverse-engineer, decompile or disassemble any portion of any Games Content, or publicly display, reproduce,

- create derivative works from, perform, distribute or otherwise use any Games Content, other than to play the Games as permitted under these Terms and applicable Game rules;
26. Sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to our proprietary rights;
 27. Sell, license or exploit for any commercial purposes any use of or access to the Service;
 28. Frame or mirror any part of the Service without our prior express written authorization;
 29. Create a database by systematically downloading and storing all or any of the Games Content;
 30. Improperly use support channels to make false reports to Us or using profane, defamatory or abusive language in your communications with our support personnel;
 31. Perform in-Game services in exchange for payment outside the Games (e.g. power-leveling and item collection services); or
 32. Infringe or violate any of these Terms or the terms of any third-party applications or social networks through which the Service is accessed.

The Service contains various forums, chat functions, and other interactive features that allow you to post, submit, publish, display, or transmit to other users and us, content or materials on or through the Service, including your ability to post or submit teams' names or titles (collectively "**User Contributions**").

By submitting or posting User Contributions (including submitting or posting a team's title or name), you agree to comply with the following:

1. You shall not, and shall not permit or cause any other party, to post, upload or submit to the Service any User Contributions, including any content or materials submitted via any interactive features available from within the Service (including submitting or posting a team's title or name), that violates these Terms or that contains or links to Objectionable Content. "Objectionable Content" means content that promotes or links to content that is (i) offensive, harassing, threatening, abusive, inflammatory or racist, (ii) sexually explicit or obscene; (iii) illegal, fraudulent, deceptive, contrary to public policy or that could facilitate the violation of any applicable law, regulation or government policy, (iv) libelous or defamatory, (v) violates the intellectual property, privacy, publicity, moral or any other right of any third party (such as by way of misrepresenting your identity or impersonating a third party), or otherwise injurious to third parties or objectionable, and (vi) software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam".
2. You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you post or upload at the time of posting, that the User Contributions are accurate and not fraudulent or deceptive, and that the User Contributions do not violate these Terms or the rights of any third party, and will not cause injury to any person or entity.
3. Any User Contribution that you upload or post will be considered non-confidential and non-proprietary, and you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Contribution throughout the world in any media.
4. You understand that your User Contributions may be copied by other of the Games' users and discussed on and outside of the Service, and if you do not have the right to submit User Contributions for such use, it may subject you to liability. We take no responsibility and

assumes no liability for any content posted by you or any third party. We have the right (but not the obligation) to monitor and edit or remove any User Contributions, and have the right to terminate your access to all or part of the Service for any or no reason, including any violation of these Terms.

Breach of any of these rules or of any other prohibitions contained in these Terms may subject you to suspension or termination of your Account and right to use the Service, in whole or in part, including by limiting or revoking your rights to use certain features within the Service, or limiting or restricting your Game experience, in our sole discretion, and may subject you to civil or criminal penalties.

12. User Misconduct and Copyright Infringement

- We care for your safety. If you believe another user has acted inappropriately (in violation of these Terms or in an otherwise offensive, violent, harassing or dangerous manner), please report immediately to the appropriate authorities and to us at support@tecwise-games.com.
- We respect the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights have been otherwise violated, please provide the following information in writing to our Copyright Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the right; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple infringing works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity, and information sufficient to permit us to locate the material; (iv) information so that we can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner. Infringement claims and notices should be sent to the attention of our Copyright Agent, Dubai Address.
- Please note that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.
- We will respond to clear notices under this Section. Please be advised that we will remove or replace User Contributions only in accordance with applicable law and that we enforce a policy that provides for the termination in appropriate circumstances of users who are repeat infringers.
- If you believe that your User Contribution was removed by mistake, and that you have the right to post it, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following: (i) your physical or electronic signature, (ii) Identification of the content that was removed or to which access was disabled and the location at which it appeared before such removal or disablement, (iii) a statement under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification, and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in

which the address is located, or if your address is outside of the United States, for any judicial district to which you otherwise might be subject, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

13. Suspension and Termination of Use

IN THE EVENT THAT WE SUSPECT THAT YOU HAVE VIOLATED OR MAY VIOLATE ANY OF THESE TERMS, ANY PLATFORM TERMS OR ANY APPLICABLE LAW, OR THAT YOUR ACCOUNT HAS BEEN USED OR MAY BE USED IN SUCH A WAY, OR AS OTHERWISE DETERMINED BY US IN OUR SOLE DISCRETION, THEN WITHOUT DEROGATING FROM ANY REMEDY WHICH WE OR ANY OTHER PARTY (SUCH AS THE PLATFORM) MAY HAVE IN CONNECTION WITH THE FOREGOING, WE MAY, IN OUR SOLE DISCRETION, IMMEDIATELY (WITHOUT NOTICE) TERMINATE, LIMIT, SUSPEND OR DELETE YOUR ACCOUNT AND YOUR ACCESS TO THE SERVICE, IN WHOLE OR IN PART (INCLUDING BY LIMITING OR REVOKING YOUR RIGHTS OR ACCESS TO CERTAIN, GAMES, GAMES CONTENT OR ANY FEATURE OR FUNCTIONALITY THEREIN). IN SUCH EVENT, YOU WILL FORFEIT ANY CONTINUING RIGHT OR LICENSE TO USE ANY GAMES CONTENT, INCLUDING ANY VIRTUAL ITEM, AND WE ARE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSS OR DAMAGE OF ANY KIND THAT YOU OR ANY OTHER PARTY MAY ALLEGE IN CONNECTION WITH SUCH ACTION. If you have more than one Account, we may terminate all of your Accounts.

We reserve the right to terminate an Account that has been inactive for at least 365 consecutive days. You will not receive money or other compensation for Games Content (including Virtual Items) associated with your Account when it is closed, deleted or otherwise terminated, regardless of whether such action was voluntary or involuntary.

We further reserves the right, at our sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Service (or any part thereof including any feature or functionality available in the Service), at any time and without providing any prior notice.

In the event that we terminate your Account, you may not use or access the Service again without our express permission. we reserve the right to refuse Accounts for, and to provide access to the Service or other services to, any individual. You may not allow individuals whose Accounts have been terminated by us to use your Account. If you believe that any action has been taken against your Account in error, please contact us at: support@tecvise-games.com.

14. Disclaimers of Warranties

YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE TO ENSURE THAT YOUR USE OF THE SERVICE IN THE JURISDICTION WHERE YOU RESIDE IS PERMITTED PURSUANT TO ALL LOCAL LAWS AND REGULATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS". Us, our officers, directors, employees and agents disclaim all warranties, express or implied, in connection with the Service and the use thereof, including implied warranties of merchantability, title, quiet enjoyment, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

We make no warranties or representations about the accuracy or completeness of the content of the Service or the content of any sites linked to the Service and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatever, resulting from your access to and use of the Service; (iii) any unauthorized access to or use of our secure servers or any and all personal information or financial information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party; (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service; or (vii) any errors, failures or delays in computer transmissions or network connections on account of your access to or use of the Service.

In case of a malfunction or disruption of the Service that prevents you from completing a Game in which you have begun to participate, we may allow users to participate again in a Game until the participation is complete. We reserve the right to determine, in our sole discretion, whether to offer any such remedy in the event of malfunction or disruption. We also reserve the right to limit your Game play or terminate your participation in the Service should we determine, in our sole discretion, that you have intentionally caused such a malfunction or disruption. We are not liable for any lost opportunity or other alleged losses from any unfinished Game.

15. California (USA) Release

California, USA, residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR USE OF THE SERVICE OR ANY OTHER ACT OR OMISSION BY US.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

Depending on where you reside and use the Service, some of the limitations contained in this Section may not be permissible. In such case, they will not apply to you, solely to the extent so prohibited.

17. Indemnity

You agree to indemnify and hold us, and each of our affiliates, subsidiaries, partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and suppliers, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with:

- (i) Your use or misuse of and access to the Service;
- (ii) Your violation of any term of these Terms;
- (iii) Your breach of the representations, warranties and covenants made herein;
- (iv) Your violation of any third-party right, including any copyright, property, or privacy right; and
- (v) Any claim that an action by you in connection with the Service has caused damage to a third party.

18. Privacy

Our [Privacy Policy](#) sets out how we use, protect and disclose your personal information.

19. Governing Law and Judicial Forum

These Terms, your use of the Service and our entire relationship will be interpreted in accordance with and governed by the laws of the UAE without regard to conflict- or choice-of-law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. In the event that you have opted out of arbitration (as set out below) or that the agreement to arbitrate is otherwise found not to apply to you or your claim, you and we agree that any judicial proceeding (other than as described above) may only be brought in a court of competent jurisdiction in Dubai, UAE. Both you and we consent to venue and personal jurisdiction there. Notwithstanding the foregoing, you and we may bring an action in any court of competent jurisdiction (i) to compel arbitration pursuant to Section 19 below or (ii) to enforce an arbitral award issued thereunder.

20. Dispute Resolution and Agreement to Arbitrate on an Individual Basis

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU AND US TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND WE CAN SEEK RELIEF FROM EACH OTHER.

By agreeing to these Terms, and to the extent permitted by applicable law, you and we agree that any and all past, present and future disputes, claims or causes of action between you and us arising out of or relating to these Terms, the Service, the formation of these Terms or any other dispute between you and us or any of our licensors, distributors, suppliers or agents (including any application store or platform from which the Service is accessed or downloaded), and whether arising prior to or after your agreement to this Section, (collectively, "**Dispute(s)**") will be governed by the procedure outlined below. You and we further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.

"**Country of Residence**" for purposes of this Section means the country in which you hold citizenship or legal permanent residence, as well as any country from which you regularly access and use the Service. If more than one country meets that definition for you, then your country of citizenship or legal permanent residence shall be your Country of Residence, and if you have more than one country of citizenship or legal permanent residence, it shall be the country with which you most closely are associated by permanent or most frequent residence.

(a) **Informal Dispute Resolution.** We want to address your concerns without the need for a formal legal dispute. Before filing a claim against us, you agree to try to resolve the Dispute informally by contacting support@tecvise-games.com. Similarly, if you have provided an email address to us as part of your Account registration, we agree to do the same. If a dispute is not resolved within 30 days after the email noting the Dispute is sent, you or we may initiate an arbitration proceeding as described below.

(b) **We Both Agree To Arbitrate.** By agreeing to these Terms, and to the extent permitted by applicable law, you and we each and both agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate – through final and binding arbitration as discussed herein.

(c) **Opt-out of Agreement to Arbitrate.** You may decline this agreement to arbitrate by contacting support@tecvise-games.com within 30 days of first accepting these Terms and stating that you (include your first and last name, and User name) decline this arbitration agreement. By opting out of the agreement to arbitrate, you will not be precluded from using the Service, but neither you nor we will be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

(d) **Exceptions to Agreement to Arbitrate.**

(d.1) If your Country of Residence is the United Kingdom, Switzerland or in the European Economic Area, notwithstanding your and our agreement to arbitrate Disputes, either you or we also may assert claims, if they qualify, through the small claims process in the courts of your Country of Residence.

(d.2) If your Country of Residence is not the United States, the United Kingdom, Switzerland or in the European Economic Area, notwithstanding your and our agreement to arbitrate Disputes, either you or us may also assert claims, if they qualify, through Court in Dubai, UAE, or if a court in your Country of Residence would not recognize such a requirement (notwithstanding the provisions of this Section), then in a small claims court or the equivalent in your Country of Residence.

(e) **Arbitration Procedures and Fees.**

(e.1) If your Country of Residence is the United States, you and we agree that the American Arbitration Association ("**AAA**") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought ("**AAA Rules**"). Those rules are available at www.adr.org. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules. You and Us further agree that, unless and only to the extent prohibited under AAA Rules, the arbitration will be held in New York, New York, or, at your election, will be conducted telephonically or via other remote electronic means. The AAA Rules will govern payment of all arbitration fees. If your Country of Residence is the United States, this Section (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this Section 20(e)(1), if a party seeks injunctive relief that would significantly impact other Us users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

(e.2) If your Country of Residence is not the United States, you and we agree that the Dubai International Arbitration Centre <https://www.diac.com/en> (DIAC) will administer the arbitration, which shall be conducted in accordance with its rules in effect at the time arbitration is sought. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules. The arbitration proceeding and any award shall be confidential. You and we further agree that the arbitration will be held in English in Dubai, UAE, or, if you so elect, all proceedings can be conducted telephonically or via other remote electronic means. The DIAC rules will govern payment of all arbitration fees.

(f) **Arbitration Shall Proceed Individually.** Regardless of your County of Residence or the rules of a given arbitration forum, you and we agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "**Collective Arbitration**"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

(g) **Class Action and Collective Arbitration Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR US SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A

REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF SUBSECTIONS (F) OR (G) OF THIS SECTION (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

21. Third Party Sites and Advertising

The Service may contain links, references or advertisements to third-party products, services, applications or websites, as well as materials provided by third parties, which may invite you to participate in a promotional offer in return for receiving any feature, benefit or Virtual Item or upgrades. These links and references are provided solely as a convenience to you, and access or use of any such websites, services, promotions and advertisements is at your own risk. We do not review, approve, monitor, endorse, warrant or make any representations with respect to any of the foregoing. In no event will we be responsible for the information, content and materials contained therein, their practices, privacy policy or for your use of or inability to use such websites, services, promotions or transmissions received from such sites, services or promotions and any information collected from you by such websites/services. The inclusion of any link, promotion or advertisements does not imply our endorsement of these linked websites, services or games, and we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked site, unless specifically stated therein. You expressly relieve us from any and all liability arising from your use of any third-party website. We encourage you to be aware when you leave the Game and to read the terms and conditions and privacy policy of such other websites, services, promotions and games that you visit or use.

22. Promotions

We may offer, from time to time, limited-time promotions, contests, sweepstakes and special offers or promote any features and programs (including offers, excursions and special gifts (both digital and tactile) to all or to certain eligible Users, as we deem fit ("**Offers**"), and such Offers shall be governed by our promotion rules you can get by asking via support@tecvise-games.com , unless different official rules are provided and published by us for any specific Offer, in addition to these Terms.

We are not required to give, and Users are not required to accept, any Offer. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to get the Offer. Some Offers will be subject to taxes and other charges, travel or activities outside of the virtual world, all of which will be disclosed before you accept the offer. If you accept an Offer, you also assume all liability associated with the Offer. Sometimes, we may request your feedback on certain features through a promotion or otherwise. Any feedback you provide at our request through a promotion or program is subject to the rules of the specific promotion or program.

You hereby agree and acknowledge that the acceptance of any Offer or participation in any promotion constitutes your consent that we use your name, likeness, photograph, voice, opinions, hometown, state or province for our purposes, in our sole discretion in any media, worldwide, without further payment or consideration.

23. Revisions to these Terms

We reserve the right, at our sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. Users are responsible for viewing these Terms periodically. We will note the date last revised at the top of the Terms and will provide notice of material changes that affect your rights or obligations through in-app communications or via email if you have provided an email address to us as part of your Account information. Your continued use of the Service after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms.

24. General

- (a) **Parties' Intent.** If any provision hereof is adjudged by any arbitrator or court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein.
- (b) **Rules of Construction.** These Terms shall be construed as follows: (i) "includes", "including" and cognates thereof shall be understood to mean "includes without limitation" or "including without limitation"; (ii) unless the context demands otherwise, the word "or" shall have the inclusive meaning identified with the phrase "and/or"; (iii) Section and other headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms; and (iv) any reference made in these Terms to a statute or statutory provision shall include any amendments or successors thereto as in effect at the time the particular provision of the Terms is to be given effect, along with any then-applicable rules or regulations promulgated thereunder.
- (c) **Waiver.** Any failure to enforce any rights granted hereunder or to act in the event of any breach of these Terms shall not be deemed a waiver by the non-breaching party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers must be in writing, and any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- (d) **Entire Agreement; Assignment; Novation.** These Terms are the entire agreement between you and us regarding the subject matter herein. You agree that we may assign or novate these Terms, in whole or in part, in its sole discretion and that you are not entitled to assign or otherwise transfer these Terms, or any of your rights or obligations thereunder, to any third party without our prior written consent. Any unauthorized assignment will be void and of no force or effect.
- (e) **Survival.** You agree that the provisions of the following Sections shall survive termination of these Terms or termination of your Account, for any reason whatever: Intellectual Property and Our License to You; User Feedback and Your License to Us; Disclaimers of Warranties; Limitation of Liability; Indemnity; Governing Law; Dispute Resolution and Agreement to Arbitrate on an Individual Basis; and General.

(f) **Governing language.** The original and controlling version of these Terms shall be the English language version. All translations of these Terms into other languages shall be solely for convenience and shall not control the meaning or application of these Terms.

(g) **Country-specific terms.** Some countries may have additional or different terms for Users located in that country (“Country-Specific Terms”). If you are located in a country that has Country-Specific Terms that differ from these Terms, the Country-Specific Terms will govern solely to the extent of any such difference.

(h) **Information, Support or Questions.** For information, support or questions, please contact us at: support@tecwise-games.com.