

# Licence Agreement from 21/2/2023

## PREAMBLE

This End-User Licence Agreement (hereinafter “Agreement”) governs the relationship between the User, i.e. you (hereinafter — “User”) and EXBO Company (hereinafter “EXBO Company”) regarding the ways of the User's interaction and use of the STALCRAFT Game. Please note that the Privacy Policy located at [https://exbo.net/legal/steam\\_privacy.pdf](https://exbo.net/legal/steam_privacy.pdf) and other Agreements and terms of provision of certain services also regulate the Rules of interaction with the Game.

Please read this Agreement carefully. By filling out the Account registration form on the Website and by pressing the button “Sign Up” the User agrees and accept this Agreement and warrants and acknowledges that:

- The User agree to follow the terms of the Agreement;
- User's age is sufficient for the use of the Game under the applicable law;
- The User has all necessary consents (e.g. parental consents) in full compliance with the applicable laws, including law on personal data protection.

In case the User does not agree with the terms of the Agreement, the use of the game and our services should be stopped. Liability for the actions of a User who has not achieved the required age shall be imposed on their parents or legal representatives.

If the User is prohibited by law from using the Game or any part thereof, or is subject to other legal restrictions, the User cannot use the Game. The User is solely responsible, when interacting with the Game or any part of it within their country, for violating the relevant legislation.

In cases where the User has joined the game in English, this User is subject to this Agreement in the English version in its entirety, regardless of this User's nationality or level of language proficiency. EXBO Company shall not be liable for a User's ignorance of the language of this Agreement. If the User does not agree with the terms of this Agreement or is unable to read them sufficiently, the use of the Game should be discontinued.

EXBO Company reserves the right to amend the Agreement. Please check this page regularly. If the User does not agree to the new terms of this Agreement, the User should cease using and interacting with the Game in any way. The refusal from accepting the new provisions of the Agreement is recognized as the User's refusal to use the Game and certain services provided by EXBO Company, as well as the refusal of the rights that had been previously granted.

Some of our services or the Game may be provided via third-party platforms. Under any circumstances EXBO Company does not guarantee or is able to control such platforms, all links that refer to them are provided “as it is”. By accepting the Agreement, the User as well confirms that while using the Game or our services on the third-party platforms, the User additionally agrees with the respective Agreements, Rules, and Provisions of the platforms.

## DEFINITIONS

- **Account** — a User account created on the Website. The Account contains a set of User's data necessary to use the Game in accordance with this Agreement, namely: authorization (authentication) of the User in the Game, access to information about the User, settings, Paid Content, statistical indicators, and other information. The Account is intended for storing the User's personal data and for managing the options available in the Game;
- **Device** — any personal computer (PC), which allows the use of the Game according to its functional purpose;

- **Game** — a computer software STALCRAFT developed and published by EXBO Company and intended for installation and use on Devices;
- **In-Game Objects** — virtual elements of the Game which are objects of intellectual property. A licence to use this object, limited by this Agreement, can be obtained by reaching in-Game progress and by exchanging the In-Game Currencies when permitted by the rules of the Game and by clause 8.5 hereof. The terms of the exchange process are determined and amended unilaterally by EXBO Company;

In-Game Objects, among others, include items for changing the appearance of the characters. For instance, the appearance of the armour, weapon, etc. The User may exchange the In-Game Objects directly or via the Exchange Mechanism (Auction). The User is entitled to determine the conditions on which the User wishes to exchange the In-Game Object with other Users. But note that most of the In-Game Objects will lose their ability to be exchanged with other Users once they have been used (activated) in the Game (have become personal items). The exchange of In-Game Objects is allowed only in the aforementioned ways. EXBO Company is entitled to solely decide which particular In-Game objects may be exchanged between the Users.

- **In-Game Currencies** — virtual elements of the Game which are objects of intellectual property. The list of In-Game Currencies includes Currencies such as:

**“Stalcoin” currency** — a licence to use this object of intellectual property, limited by this Agreement, can be acquired for a Licence fee in accordance with the Rules, specified by clause 8.4 of the Agreement. The amount of the Licence fee and related terms are unilaterally determined and changed by EXBO Company. The User has the right to use “Stalcoin” currency within the functionality determined by EXBO unilaterally and provided in the Game. “Stalcoin” currency has no monetary value and is not subject to monetary evaluation as a real-world object. The purchase of “Stalcoin” currency is not necessary for participation in, interaction with, or use of the Game by the User and takes place at the User's own request and discretion;

**“Stalbucks” currency** — a licence to use this object of intellectual property, limited by this Agreement, can be obtained by reaching certain in-Game progress. The User has the right to use “Stalbucks” currency within the functionality determined by EXBO unilaterally and provided in the Game, including but not limited to, acquiring some In-Game Objects and Loot Boxes (Cases), by disassembling some In-Game Objects. “Stalbucks” currency has no monetary value and is not subject to monetary evaluation as a real-world object, cannot be acquired for a Licence fee or be exchanged for “Stalcoins” currency;

**“Rubles” currency** — a licence to use this object of intellectual property, limited by this Agreement, can be obtained by reaching certain in-Game progress. The User has the right to use “Rubles” currency within the functionality determined by EXBO unilaterally and provided in the Game, including but not limited to, acquiring some In-Game Objects within the interaction with the Game, with other Users via the Exchange Mechanism (Auction), by exchange for the “Rubles” currency. “Rubles” currency has no monetary value and is not subject to monetary evaluation as a real-world object, cannot be acquired for a Licence fee or be exchanged for “Stalcoins” currency.

EXBO Company reserves the right to unilaterally change the terms and rules for the use of the above-mentioned In-Game Currencies, as well as to remove the current In-Game Currencies or add new ones to the Game. The rules for the use of new In-Game Currencies may be defined by EXBO Company in the Game, on the Website, in the Agreement, in the Rules of Events, in the Rules of Other Resources, and in other resources of the Game and EXBO Company.

- **Premium** — a virtual element that is an object of intellectual property, that provides access to particular virtual elements of the Game. A licence to use this object of intellectual property, limited by this Agreement, can be obtained by the exchange for “Stalcoins” currency by ways provided in the Game. The terms of such exchange are determined and changed unilaterally by EXBO Company. The Premium allows the User to obtain enhancements in the Game in accordance with clause 8.6 hereof;
- **Loot Boxes (Cases)** — a virtual element that is an object of intellectual property. A Loot Box (Case) contains several In-Game Objects, determined by the EXBO Company. The content of each Loot Box is determined by EXBO with the provision of chances to receive such items by the User. A licence to use this object of intellectual property, limited by this Agreement, can be

obtained by reaching certain in-Game progress as well as by exchanging the “Stalcoins” currency and “Stalbucks” currency. The terms of such exchange shall be unilaterally determined and amended by EXBO Company. The rules for determining the contents of the Loot Boxes (Cases) are disclosed in clause 8.7 hereof;

- **Battle Pass** — specific parts of the Game that allow the User to gain additional rewards in the form of In-Game Objects. Battle Passes can be received by exchanging the In-Game Currency on terms determined at the EXBO Company's sole discretion and which EXBO Company reserves the right to amend unilaterally. The function of the Battle Pass is disclosed in clause 8.8 hereof;
- **Paid Content** — the collective name of some virtual elements that include “Stalcoins” currency, certain In-Game Objects, Premium, Loot Boxes (Cases), and Battle Pass. A licence to use the Paid Content, limited by this Agreement, can be obtained both by reaching certain in-Game progress and for a Licence fee in accordance with the rules, specified in Section 8 hereof. EXBO Company is entitled to change the number of elements included in the Paid Content;
- **Exchange Mechanism (Auction)** — a virtual element that is an object of intellectual property, a part and independent functionality of the Game, which allows Users to exchange “Rubles” currency for individual non-personalized In-Game Objects. The User may use the Exchange Mechanism (Auction) only in the ways presented in the Game, which may be unilaterally changed by EXBO Company without prior notice;
- **EXBO Launcher** — the software required for the User's participation in the Game, which is to be independently installed on the User's computer (Device) and is available for downloading on the Website;
- **End-User Licence Agreement (“Agreement”)** — the text of this document with all its annexes, amendments, and addendums displayed during the installation process of the Game or at the time of the User's first launch of the Game;
- **User** — an individual who entered into this Agreement with EXBO Company for its own benefit or for the benefit of others due to requirements of the current legislation and this Agreement;
- **User Content** — any kind of derivative and composite works, and other objects of intellectual property created by the User while using the Game. It may include but is not limited to any informational materials, including texts, graphics, and other materials related to the Game, as well as chat messages with other Users;
- **Fan Arts** — any kind of derivative and composite works, and other objects of intellectual property created by Users based on the Game and EXBO Company's intellectual property for use apart from the Game;
- **Website** — [stalcraft.net](http://stalcraft.net) and its subdomains;
- **STALCRAFT API Rules** — an annex to the Agreement establishing the Terms of Use of the official STALCRAFT API as well as the User's liability for violation of the STALCRAFT API Rules, located at <https://eapi.stalcraft.net/terms.html>. The STALCRAFT API Rules may be amended by EXBO Company at any time without prior notice to the User. Please regularly check the STALCRAFT API Rules page for changes. User's continued use of the STALCRAFT API by any means after changes in the STALCRAFT API Rules occurred shall be deemed User's consent to such changes;
- **Technical Support Centre Rules** — the annex to the Agreement, which establishes the standards of conduct of the User in the Technical Support Centre, as well as the User's responsibility for violation of the Technical Support Centre Rules, located at <https://support.exbo.net/help-center/articles/20/21/116/pravila-centra-techniceskoi-podderzki>. Technical Support Centre Rules may be changed by EXBO Company at any time without prior notice to the User. EXBO Company shall notify Users of such changes by posting information on the Game Website or in the Technical Support Centre. User's continued use of the Technical Support Centre by any means after changes in the Technical Support Centre Rules have occurred shall be deemed User's consent to such changes;
- **Rules of Other Resources** — the annex to the Agreement, which establishes the Rules of User conduct on official resources related to the Game or owned by EXBO Company. The list of resources of the Game or EXBO Company includes communities, groups, chats, channels, conferences, and the like in various social networks, including “Discord”, “VK”, “Telegram” and so on.

## INFORMATION ABOUT US

**Company name:** Exbo East LLC.

**Registration number:** 221140035112.

**Legal address:** Dinmukhamed Qonayev St 12/1 Astana 020000, Kazakhstan.

**E-mail:** [law@exbo.net](mailto:law@exbo.net).

## **SUBJECT AND THE SCOPE OF THE LICENCE TO THE GAME**

**2.1.** EXBO and its affiliates own all rights to the Game in its entirety, including all elements and parts of the Game defined as intellectual property under applicable law, including the names, source and object code, video and audio content, themes, Items, characters, character names, narratives, scripts, dialogues, catchphrases, concepts, artworks, animations, sounds, musical compositions, audiovisual effects, non-property rights, documentation, in-game chat transcripts, character profile information, sound recordings, and others. EXBO Company reserves all rights regarding the Game, including the intellectual property rights.

**2.2.** Upon acceptance of the terms of the Agreement, EXBO Company grants the User a non-exclusive, non-sublicensable licence for the duration of the exclusive rights to the Game, but for the limited use of the Game and/or its components for personal entertainment purposes, on the terms of the Agreement. User agrees not to use the Game for other purposes, including commercial purposes.

**2.3.** The scope of the Licence to use the Game for the personal entertainment purpose includes the basic functionality of the Game, in particular:

- Reproduction of the Game by installing the Game on the Device, storing the Game in the Device's memory;
- Reproduction of the EXBO Launcher by installing it on the Device, storing the EXBO Launcher on the Device's memory;
- The use of non-activated data and commands (Paid Content) after payment of the EXBO Licence Fee to achieve the Game's specified internal progress, attainment or obtaining the selected virtual items.

The additional functionality, the scope of which is determined at EXBO Company's own discretion and is defined as follows:

- Use of the online game chat;
- Creation of User Fan Arts and User Content regarding the Game, as defined and limited by the Agreement;
- Contacting and using the Technical Support services provided.

The Paid Content, the scope of which and the amount of fee required (where applicable) both determined by EXBO Company and include but are not limited to:

- The In-Game currency that can be exchanged for the In-Game Objects;
- The Premium;
- The Loot Boxes (Cases);
- The Battle Pass.

**2.4.** EXBO Company may restrict access to the Game or additional functionality at its sole discretion and without compensating the User for any losses related to the payment of a Licence fee and other payments directly or indirectly caused by such restriction.

**2.5.** The purchase of any Paid Content (intellectual property objects - non-activated data and commands) and the payment of the Licence fee are not necessary for participation in the Game and are at the User's discretion. Further use of the Paid Content and other virtual elements purchased for a Licence fee does not make EXBO Company liable for their use or non-use by the User.

# LICENCE LIMITATION

**3.1.** Unless otherwise expressly stated in the Agreement, the User is not permitted to:

- a)** copy, modify, and create derivative works of the Game or any of its parts;
- b)** resell, transfer the User's Game Licence to third parties;
- c)** access the source code of the Game in any way, including, but not limited to, reverse engineering, disassembling, or the like;
- d)** copy, modify, or distribute Paid Content (as defined above) from the Game;
- e)** use the Game for purposes other than its intended use.

**3.2.** The User is entitled to create derivative works using the official STALCRAFT API, however such works shall comply with the STALCRAFT API Rules.

# TERMS OF USE

**4.1.** User shall not perform the following actions in relation to the Game:

- 4.1.1.** Replace or modify Game files, use or design cheats, exploits, game-automation software, bots, hacks, mods, or any unauthorized software designed to modify or interfere with the Game experience.
- 4.1.2.** Access the Accounts of Users, regardless of the reason, and provide another User with access to their Account temporarily or indefinitely, including but not limited to its exchange, sale, and transfer.
- 4.1.3.** Exploit design errors, bugs, and any other technical errors of the Game in any form or means. The User who detects such errors in the Game must stop using them and notify EXBO Company within the next 24 hours after their detection by contacting the Technical Support Centre or one of the authorized departments of Technical Support, stating in detail and truthfully all the circumstances of their detection and use, as well as performing all actions offered in the Technical Support Centre or authorized departments of Technical Support. If the User has any doubts about whether the functioning of any particular in-game process or object is currently functioning correctly, or there are anomalies, deviations, or errors in its operation, the User shall suspend the use of such process or object and contact the Technical Support Centre or one of the authorized Technical Support departments to obtain the relevant explanations.
- 4.1.4.** Use software, technology, or devices that send out content or messages massively, parsing, retrieving or manipulating data in the Game.
- 4.1.5.** Use the Game in an automated manner, or perform actions that impose an unreasonable burden on the infrastructure of the Game.
- 4.1.6.** Connect to the Game without authorization, including unauthorized servers that emulate or attempt to emulate the operation of the Game, as well as connect using third-party programs or tools not specifically authorized by EXBO Company.
- 4.1.7.** Post any kind of content that is abusive, threatening, obscene, slanderous, pornographic, as well as content that is prohibited by the applicable law and/or violates the rights of others, or that impersonates another person.
- 4.1.8.** Use the Game as a means for provisions of paid services, such as Character development or In-Game Objects collection services.
- 4.1.9.** Use the Game for any unauthorized commercial purpose, including but not limited to commercial advertisement or solicitation (such as chain letters, junk e-mail, "spam," or other repetitive messages), or gathering or transferring Paid Content (as defined above) for sale, or exchanging Paid Content for real money.
- 4.1.10.** Use the Technical Support improperly, including sending false, abusive, advertising, or similar tickets and/or messages, as well as disseminating messages received from the Technical Support staff.
- 4.1.11.** Advocate, promote, encourage, or otherwise facilitate any illegal behaviour, including but not limited to the use of illegal substances, unlawful gambling, or theft.
- 4.1.12.** Post and/or otherwise use obscene, abusive, and offensive words and phrases in the Game, including in the name of the In-Game Character (Nickname). Use the Game for posting materials or any information that is offensive, obscene, defamatory, slanderous, insulting, or degrading to the honour and dignity of other users or third parties.
- 4.1.13.** Violate the Rules of the Resources related to the Game or EXBO Company.
- 4.1.14.** To conceal, i.e. to keep quiet about any violation of the Agreement committed, or to be an immediate accomplice thereto. The User who discovers a violation by another User shall notify EXBO

Company within the next 24 hours of discovery by contacting the Technical Support Centre or one of the authorized departments of Technical Support, describing in detail and accurately all circumstances of the violation, attaching, if necessary, evidence of guilt in the form of screenshots and/or video recordings, confirming the violation of the Agreement. If the User doubts whether an action is a violation, the User shall contact the Technical Support Centre or one of the authorized departments of the Technical Support to get the relevant explanations. In case the User witnessed the violation in the Online In-Game Chat, the User shall have a right not to apply to the Technical Support Centre or any other Technical Support departments. Instead, the User may file a complaint against another User using the functional complaint system (Right-click on the User's name in the Chat → Click on "Report").

## **LIABILITY FOR VIOLATION OF THE AGREEMENT**

**5.1.** In case of violation of this Agreement, depending on the extent of the violation committed by the User, EXBO Company shall be able to impose on the User the following penalties (jointly or separately):

- Issuance of a warning in any form, including a letter sent via e-mail;
- Restriction of access to the Game for a definite or indefinite term. The exact term is determined by EXBO Company depending on circumstances;
- Forced Changing the name of an In-Game character, User Group, or In-Game object;
- Withdrawal of any In-Game Currency in the amount determined by the EXBO Company unilaterally;
- Withdrawal of any Paid Content in any quantity at the unilateral discretion of EXBO Company;
- Restriction, suspension, or termination of access to the User In-Game Character or to the User's Account;
- Removal of the In-Game Character or of the User's Account without the possibility of restoration;
- Restrict access to Resources, namely: Websites, Forums, Communities, Technical Support Centres and/or departments and the like related to the Game or EXBO Company for a limited period of time or indefinitely. The term shall be determined by EXBO Company depending on the circumstances of the violation.

**5.2.** EXBO Company may impose the above-mentioned penalties without prior notice to the User.

**5.3.** Upon imposing the above-mentioned penalties, EXBO Company is not obliged to provide the User with any proof or confirmations that indicate the violation of any provisions of the Agreement made by the User that resulted from suspension or restriction of the access to the Game or to its part.

**5.4.** If there is evidence of an offence or crime, EXBO Company may disclose the data to law enforcement agencies.

**5.5.** The decision on the appeal and timing of penalties is at the discretion of EXBO Company.

**5.6.** EXBO Company shall not reimburse and/or compensate any expenses for any losses, monetary or otherwise, incurred by the User as the result of the above-mentioned penalties.

## **USER RESPONSIBILITY**

**6.1.** The User shall be liable for any breach of this Agreement, including violations of applicable law, and for all consequences of such breaches, including any damages that EXBO Company and other third parties may suffer.

**6.2.** User agrees to indemnify EXBO Company and all its affiliates or connected parties of any losses, or damages, in connection with any claim or action that arises from:

- a) any actual violation of this Agreement by User;
- b) the provision of incomplete or inaccurate information;
- c) the use of any third-party websites or services;
- d) any other use of the Game by the User.

**6.3.** EXBO Company shall be entitled to claim damages when the User uses the Game for illegal purposes, in an illegal manner or in a manner inconsistent with the Agreement, and such damages may include, but are not limited to, direct, indirect, special, incidental, and/or consequential losses. If EXBO Company is required to respond to a third-party claim or law enforcement request or court order (or other

decision) that is related to the User's use of the Games, EXBO Company may, in its sole discretion, require the User to reimburse the costs associated with filing a claim or request.

**6.4.** EXBO Company reserves the right, at our sole discretion, to prosecute infringers of intellectual property rights in the Games in accordance with applicable Civil, Administrative, and Criminal law.

## USER INTERACTIONS

**7.1.** The User is responsible for the way the User interacts with other Users and other persons. EXBO Company reserves the right, but has no obligation, to intervene in any way in these disputes.

**7.2.** In the event of a dispute between the User and other Users, EXBO Company and any persons affiliated with EXBO Company shall not be liable for any claims, demands, or damages of any kind arising out of such disputes.

**7.3.** The User shall not violate the Rules of Resources related to the Game or EXBO Company, including the Forum Rules, Technical Support Centre Rules, and the Rules of Other Resources.

## PAID CONTENT

**8.1.** In cases stipulated by the functionality of the Game, on a fee basis the User may obtain in respect of the Paid Content a non-exclusive licence without the right of sublicense for the duration of the exclusive right to the Game, but within the term of the Agreement and its annexes to use the Paid Content on the terms determined and changed by the EXBO Company unilaterally.

**8.2.** The purchase of additional functionality in the form of Paid Content is not necessary for participation in, interaction with, or use of the Game by the User and takes place at the User's own request and discretion. Under the terms of this Agreement, the User is solely responsible for the purchase of the Paid Content (non-activated data and commands) in connection with the Device or Account of the User, as well as in connection with reaching the required age for such purchase or obtaining the necessary consent from parents or legal representatives under the applicable law (including the law of the country of which such User is a citizen and the law of the country in which such User currently resides).

**8.3.** Certain elements of Paid Content are also available for exchange (e.g., "Stalcoin" Currency can be exchanged for In-Game Objects, Premium, Loot Boxes (Cases), or Battle Passes) or can be provided through in-game achievements (e.g., particular In-Game Objects).

**8.4. "Stalcoin" Currency.** The User may acquire Paid Content in the form of "Stalcoin" Currency by paying the Licence Fee while using the functionality of the Game or the Website. Information about the amount of the Licence Fee for obtaining "Stalcoin" Currency is determined solely by EXBO Company. Information about the cost of the "Stalcoin" Currency is provided in the Game and may be additionally posted on the Website or other official EXBO Company resources. Without limiting the provisions of Section 9 of the Agreement and unless expressly stated otherwise in the Agreement, the Licence fee paid for the "Stalcoin" Currency by the User is non-refundable.

**8.5. In-Game Objects.** The User may exchange In-Game Objects with other Users directly. The User is entitled to determine the conditions on which the User wishes to exchange the In-Game Object with other Users. But note that most of the In-Game Objects will lose their ability to be exchanged with other Users once they have been used (activated) in the Game (have become personal items). The exchange of In-Game Objects is allowed only in the aforementioned ways. EXBO Company is entitled to solely decide which particular In-Game Objects may be exchanged between the Users, and Users can exchange "Stalcoin" Currency for certain In-Game Objects via the ways provided in the Game, including the Shop. EXBO Company unilaterally determines the type and list of In-Game Objects that can be exchanged for "Stalcoin" Currency.

**8.6. Premium.** The User may obtain the Premium by the exchange for "Stalcoin" Currency by ways provided in the Game. The Premium provides enhancements to the use of the Game, such as a reduction of time required for upgrades, as well as additional content including quests and In-Game Objects. It is required to exchange the "Stalcoin" Currency for a Premium on a periodic basis to sustain the Premium (the Premium Period).

**8.6.1.** After purchasing a Premium, the User can determine whether to activate it and receive the provided reward or not. If the User activate Premium, the User will receive the offered reward only in relation to the User's Account.

**8.6.2.** Prior to activating the Premium, The User can exchange the Premium with other Users through the

Exchange Mechanism (Auction) or directly with another User.

**8.6.3.** The contents of the Premium, the terms under which the User can exchange the “Stalcoin” Currency on the Premium, and the Premium Period may be changed upon EXBO Company’s unilateral determination.

**8.6.4.** When changing the Premium Period or exchange terms, EXBO Company may notify the User in the Game or at the contact information the User provides. The User will be sent current information about the contents of the Premium, the terms and conditions of the exchange, and the Premium Period.

**8.6.5.** The Premium Period continues for Users suspended from the Game. Lost days and “Stalcoin” Currency spent on the purchase of Premium are not refundable and/or reimbursable.

**8.7. Loot Boxes (Cases).** The User can exchange “Stalcoin” Currency or “Stalbucks” Currency for Loot Boxes, which contain a set of In-Game Objects. The types of In-Game Objects (for example, weapons, armour), as well as the chances of their fall through Loot Boxes, are determined by EXBO Company. In-Game Objects obtained through the Loot Boxes (e.g., weapons, armour) acquired for “Stalcoin” Currency can be exchanged in the same way as other In-Game Objects. In-Game Objects obtained through Loot Boxes that were purchased in exchange for “Stalbucks” Currency are personal and cannot be further exchanged.

**8.8. Battle Pass.** EXBO Company may hold seasonal events, during which the User can exchange the “Stalcoin” Currency for the Battle Pass. The Battle Pass will allow the User to enhance the User’s game experience including receiving additional In-Game Objects as a reward, faster upgrades, etc. The enhancements provided by the Battle Pass are determined at EXBO Company’s own discretion.

**8.9. General terms on the Paid Content.** Except for the In-Game Objects, Premiums, and Loot Boxes, which can be exchanged between the Users within the Game with limitation as provided above, all the other Paid Content can only be received from EXBO Company through the Game, through the Website, or through our authorized partners. The User may not obtain Paid Content in any other way from any third party. Other than as expressly authorized in the Game, the User shall not sell, redeem or otherwise transfer the Paid Content to any person or entity.

**8.10. The Shop.** A separate functionality in the Game that allows Users to purchase “Stalcoin” Currency and exchange it for certain In-Game Objects, Premiums, Loot Boxes, and Battle Passes on the terms and rules determined by EXBO Company. The content of the store and the procedure for its use may be changed by EXBO Company unilaterally.

**8.11.** By accepting the Agreement, the User acknowledges that the User does not own any proprietary right to the Paid Content. Any amount of the Paid Content shall not mean, correspond or reflect any monetary value or other value, and does not constitute any title, right, or interest in and to real property or actual good.

**8.12.** EXBO Company may modify or remove Paid Content at any time without notice to the User and without payment of any compensation.

**8.13.** The User may use the Exchange Mechanism (Auction) only in the ways presented in the Game, which may be unilaterally changed by EXBO Company without prior notice.

**8.14.** EXBO Company provides “Stalcoin” Currency for use in the Game from the moment of receipt of payment from the User.

**8.15.** In the event that the User receives any of the Paid Content without payment and/or incomplete payment, and/or funds are not debited from User’s Account to pay for the Paid Content as a result of a technical error or a service failure or a conscious User action, the User is obliged to inform EXBO Company of this fact.

**8.16.** In the case referred to in clause 8.15 of the Agreement, EXBO Company is entitled to:

- a)** withdraw the Paid Content if the User received it but has not activated it;
- b)** withdraw the Paid Content if the User received it and has already activated it;
- c)** in respect to the Paid Content to be exchanged between the Users at the Exchange Mechanism (Auction), cancel the exchange in which the User has transferred the Paid Content to another User and withdraw the transferred object.

## TERMS OF PAYMENTS AND REFUNDS

**9.1.** Purchases that can be made through the Steam Platform are subject to the terms and conditions of that Platform. EXBO does not administer the monetary transactions of the mentioned Platform. Please note that in certain cases, the payment system operator may charge a commission more than the established remuneration.

**9.2.** The User may make purchases through the Game or on the Website if such an option is available. Payments are processed by third-party payment systems. In some cases, the operator of the payment system may charge a fee, in connection with which the cost may vary.



**9.3.** For rules of other transactions administered with the assistance of third-party payment systems, please refer to their respective terms of use/service and follow the instructions provided by such providers, and only indicate up-to-date and accurate information.

**9.4.** EXBO Company is not responsible for the rejection of Users' payments from any payment provider for any reason.

**9.5.** The User is solely responsible for its own Device and Account and any action made using the mentioned Device and/or Account. Any action performed on the User Device or User Account shall be deemed to have been performed by or on behalf (with received consent) of the User, regardless of who performed it using the User Device and/or User Account. EXBO Company may not refund purchases or cancel actions performed through a User's Device and/or User Account.

**9.6.** The User must retain documents confirming purchases throughout the use of the Game, and provide the document upon request of EXBO Company, as well as information about the circumstances of the purchase.

**9.7.** Refund can be made under the following circumstances:

- If the Paid Content has been lost due to an error in the Game. In this case, the User may receive back the Paid Content in the Game but not the monetary equivalent;
- At EXBO Company's own discretion.

**9.8.** If the User receives a refund for the transaction, EXBO reserves the right to:

- Remove from the User Account any Paid Content that was purchased prior to the refund;
- Suspend access to User Account or the Game if refunds occur regularly and/or for fraudulent purposes.

**9.9.** EXBO Company reserves the right to refuse a refund for Paid Content without indicating a reason.

## FAN ARTS

**10.1.** EXBO Company supports the wishes and intentions of Users to create Fan Arts.

**10.2.** The User is entitled to use any materials contained in or associated with the Game to create any derivative or composite works and products such as artworks, audiovisual works and videos, merchandise, etc. – collectively Users' Fan Arts. This permission applies only to Game related content only under the rules mentioned in this Agreement.

**10.3.** The Fan Work must not:

- Harm EXBO Company's business reputation and cannot have any negative influence on the EXBO Company's reputation or the reputation of the STALCRAFT brand. While creating any Fan works or producing such products the User shall not use any Game materials in connection to any abusive, threatening, bullying, harassing, obscene, defamatory, offensive, pornographic, or illegal content or association. Damage to reputation is a subjective category, thus, EXBO Company reserves the right to interpret any use of intellectual property contained in the Game at its sole discretion;
- Contain any references that a Fan Art or product is an official production of EXBO Company or contain terms such as "official", "authorized" or similar terms, that in any way indicates or creates the impression of an endorsement by or affiliation with EXBO Company.

**10.4.** The User is not entitled to sell, lease, transfer, or otherwise distribute any Fan Arts or products created with the use of EXBO Company's intellectual property for commercial purposes. If the User has the intention to use intellectual property owned by EXBO Company for commercial purposes, the User needs to contact EXBO Company at [law@exbo.net](mailto:law@exbo.net).

**10.5.** If the Fan Art is sufficiently creative and original to be considered an object of intellectual property, by accepting the terms of this Agreement, the User grants EXBO Company a non-exclusive licence, for the duration of the exclusive right and throughout the world, to the Fan Art of the User.

**10.6.** Under the terms of the Agreement, EXBO Company may use the Fan Art without attribution. By accepting the Agreement, the User consents to anonymous use, without specifying its author. EXBO Company may use the Fan Art in any manner and take any action with respect to the Fan Art, including modifying, copying, reproducing, distributing, transmitting to third parties, publicizing it, including on the

Internet, using it in the Game, in advertising and promotional materials, creating derivative works, and translating it into another language.

**10.7.** In case the User creates any works or produces any products in violation of provisions contained in this Agreement, EXBO Company may use any remedy to protect its rights in accordance with these this Agreement and applicable laws.

**10.8.** The User agrees to defend, indemnify and hold EXBO Company harmless from any claims, litigations, actions, damages, or fees of any kind (including reasonable attorney's fees) arising from breach of conditions of using EXBO Company's intellectual property indicated in the present Section of this Agreement.

**10.9.** In relation to Fan Arts, the User affirms, represents, and warrants that they are:

- Not in violation of any laws, contractual restrictions, or other third-party rights, including intellectual property rights, and that the User has permission from any third party whose personal information or intellectual property is comprised in the Fan Arts.

## USER CONTENT

**11.1.** As part of interaction with the User, EXBO Company may organize certain marketing events related to the Game, in which Users can contribute their content.

**11.2.** For Users' ability to participate in such events and solely for such purpose, Users are entitled to use any materials contained in or associated with the Game to create any derivative or composite works and products such as audiovisual works and videos, merchandise, etc.

**11.3.** Additionally, during the use of the Game, any communications, images, sounds, all the material, data, information, chat texts, suggestions for enhancement, or feedback regarding the Game or received from the User by EXBO Company in general, including within tests or surveys and any other derivative and composite works made by the User within the Game shall be referred to as the User Content.

**11.4.** If the User Content is sufficiently creative and original to be considered an object of intellectual property, by accepting the terms of this Agreement, the User grants EXBO Company a non-exclusive licence, for the duration of the exclusive right and throughout the world, to the User Content of the User.

**11.5.** Under the terms of the Agreement, EXBO Company may use the User Content without attribution. By accepting the Agreement, the User consents to anonymous use, without specifying its author. EXBO Company may use the User Content in any manner and take any action with respect to the User Content, including modifying, copying, reproducing, distributing, transmitting to third parties, publicizing it, including on the Internet, using it in the Game, in advertising and promotional materials, creating derivative works, and translating it into another language.

**11.6.** The User agrees to defend, indemnify and hold EXBO Company harmless from any claims, litigations, actions, damages, or fees of any kind (including reasonable attorney's fees) arising from breach of conditions of using EXBO Company's intellectual property indicated in the present Section of this Agreement.

**11.7.** In relation to User Content, the User affirms, represents, and warrants that it is:

- Not in violation of any laws, contractual restrictions, or other third-party rights, including intellectual property rights, and that the User has permission from any third party whose personal information or intellectual property is comprised in the User Content.

## UPDATES AND MODIFICATIONS

**12.1.** EXBO Company may introduce automatic updates and modifications to the Game as long as the User's device is connected to the Internet. In order to ensure the efficiency of the mentioned updates and modifications and to enable the User to continue using the Game, the User hereby expresses consent to the introduction of such updates and modifications. All updates constitute an integral part of the Game, and the rules of this Agreement shall apply to such updates.

**12.2.** EXBO Company may modify the content of the Game at any time at its own discretion without additional notice to the User.

## **WARRANTIES AND LIMITATION OF LIABILITY**

**13.1.** The User represents and warrants that the User shall:

- a)** use the Game for personal entertainment use only;
- b)** not infringe, or cause a third party to infringe, any applicable law or regulation;
- c)** not use the Game for any unlawful purpose;
- d)** not infringe any intellectual property right or other proprietary right or right of publicity or privacy;
- e)** use the Game without any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

**13.2.** To the maximum extent allowed by applicable law, EXBO Company expressly waives any warranties, direct or indirect, towards the user regarding the Game, including but not limited to, any indirect warranties towards quality, suitability for specific purposes, and observation of rights. The Game shall be provided "as it is" without further warranties of any nature. The User shall assume all risks related to any damages and losses arising from the use or impossibility of using the Game. EXBO Company does not guarantee that the game meets User's requirements and that game operation will be unfailling and error-free.

**13.3.** To the maximum extent allowed by applicable law EXBO Company and its licensors, affiliates, and/or partners shall not bear any liability to the User for any damage (including, but not limited to it, actual losses, incidental losses, indirect losses, lost profit or lost data, regardless of whether such damage was predictable or not) arising in connection with this Agreement and with the User's operation of the Game and of other materials provided to the User by EXBO Company. EXBO Company shall not be liable for the inability to install or launch the Game on the User's Device, and also for possible errors and failures in the Game operation. The User must connect to the Internet in order to use the Game where it is necessary. All costs of the Internet connection shall be incurred by the User. EXBO Company shall not be liable for any damage caused to the User as a result of connection to the Internet or installation of malicious software on the User's Device.

**13.4.** EXBO Company shall be exempt from liability for defaults due to unforeseen circumstances (force majeure) such as natural disasters, terrorism, war, riots, embargoes, epidemics, acts of government, fire, floods, accidents, strikes, shortages of vehicles, acts of malware, and unscrupulous acts of third parties resulting from unauthorized access or disabling of EXBO Company software or EXBO Company partners.

## **TERMINATION OF THE AGREEMENT**

**14.1.** EXBO Company has the right to terminate the Agreement with the User unilaterally at any time and to restrict the User's access to the Game, including any of its elements such as the In-Game Currencies and the In-Game Objects, without any reimbursement or compensation of the incurred losses as a result, including in case of any violation by the User of the Agreement.

**14.2.** In addition, EXBO Company may decide to discontinue access to the Game or support of the Game in its sole discretion without any reimbursement or compensation for the incurred losses as a result. This will automatically terminate the Agreement. EXBO Company undertakes to make every effort to notify Users within a reasonable time prior to such termination.

**14.3.** The User has the right to terminate the contractual relationship unilaterally at any time without notice to EXBO Company by deleting the Game client from the Device. In this case, access to In-Game Currencies and/or In-Game Objects, and Paid Content may be restricted without the right to restore.

**14.4.** In the event of termination of the Agreement at the initiative of the User, EXBO Company will not provide the User with a refund for the purchase of In-Game Currency and/or Objects and will not compensate for any losses.

**14.5.** Unilateral termination of the Agreement by the User does not release the User from liability for violations of the Agreement committed during the period of its validity.

## **APPLICABLE LAW AND DISPUTE RESOLUTION**

**15.1.** This Agreement shall be governed and construed by the law of the Republic of Kazakhstan.

**15.2.** All disputes arising in connection with this Agreement are subject to mandatory pre-trial settlement

by the Parties. Users can contact the EXBO Company's Legal Department by sending an e-mail to [law@exbo.net](mailto:law@exbo.net). EXBO Company's legal team must provide a written response within 10 business days via the User's means of communication specified in the request.

**15.3.** If the parties cannot reach an agreement by negotiation within 60 (sixty) calendar days of receipt of the written claim by the other Party, the User agrees to submit to the exclusive jurisdiction and venue of the court at the location of EXBO Company or such other place as may be required by applicable law.

## MISCELLANEOUS

**16.1.** The Agreement comes into force from the moment of the installation of the Game and the first use of the Game, and remains in force during the entire period of use of the Game by the User. Some provisions of the Agreement based on their purpose may be valid after the end of the last gaming session of the User.

**16.2.** EXBO Company may at its own discretion at any time assign and/or delegate its rights and obligations under this Agreement or any part of them to any third party without notice to the User. The User may not assign this Agreement in whole or in part to any person or entity without EXBO Company's prior written consent, and any unauthorized assignment and delegation by the User are ineffective. The User also undertakes to compensate any losses caused by such assignment.

**16.3.** By accepting the terms of the Agreement, the User accepts and agrees that the Game may contain audio and/or video effects, which under certain circumstances can cause people who are prone to epileptic or other disorders of a nervous character, worsening of these conditions. The User hereby guarantees that the User does not suffer such disorders, or the User will not use the Game.

**16.4.** This Agreement and related documents, unless otherwise stipulated within the Agreement, constitute a full agreement of the Parties regarding the use of the Game by the User and substitute any previous oral and written agreements that are simultaneous with the making of this Agreement regarding the subject hereof that are united in this Agreement.

**16.5.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, while the remaining provisions of this Agreement will remain in full force and effect.

**16.6.** EXBO Company reserves the right to revise this Agreement or any related documents at any time by updating the Website or by notifying the User by any means available. The revised Agreement or related documents come into force on the date on which it is published.

**16.7.** By accepting the terms of the Agreement, the User accepts and agrees that regular long-term (continuous) usage of the personal computer or Device can cause various complications of physical condition, including sight easing, scoliosis, various forms of neuroses, and other negative effects on the body. The User hereby warrants that the User will use the Game only for a reasonable time, with breaks for rest, and that the User will take other measures prescribed by the User's doctor. EXBO Company shall not be held liable for any negative effects on health condition caused by the User's overuse of the Game.

The User is advised to check the Website periodically for notices concerning such revisions. The User's continued use of the Game shall be deemed to constitute acceptance of any revised terms of the Agreement.

For all questions relating to the Agreement, contact us at the following email address: [law@exbo.net](mailto:law@exbo.net).