

Last revised and effective: December 09, 2022

These Terms of Use (“**Terms**”) govern the relationship between You (“**You**” or “**User**”) and EXBO (hereinafter “**EXBO**” or “**Us**” or “**We**”) regarding Your use of EXBO’s “Stalcraft” (the “**Game**”). Use of the Game is also governed by the Privacy Policy (<https://exbo.net/legal/privacy.pdf>), as well as other agreements and terms in respect of certain services.

Please keep in mind that by installing or continuing use the Game from its first opening You acknowledge and confirm that You have read, understood, and agree to be bound by these Terms of Use and that Your age is sufficient for use of the Game under the applicable laws and/or You have all necessary consents (e.g. parental consents) in full compliance with the applicable laws, including for purposes of data protection laws.

Otherwise, Your use of the Game is prohibited. Liability for actions of a user who has not achieved the required age shall be imposed on his/her parents or legal representatives.

In the event that You, in accordance with the laws applicable to You, are prohibited from using the Game or portions thereof or there are other legal restrictions, You do not have the right to use the Game. In such a case, You will be solely responsible for the use of the Game or the relevant part of it on the territory of Your country in violation of the relevant legislation.

Since Your access to the Game may be provided not only via the Website, but by the Valve Corporation’s platform, the Steam, from where You download the Game, You shall comply with its Terms of Service/Use as well as with these Terms of Use. The Valve Terms may be found here: https://store.steampowered.com/subscriber_agreement/english/?l=english.

These Terms of Use may be amended from time to time and such amendments shall be notified to You through the Game. If You do not accept the amendments thus made by EXBO, Your sole remedy is to no longer access and/or use the Game.

1. DEFINITIONS

- **Account** means an account created with one of the Platforms and on the respective terms, which contains a set of User’s data necessary to use the Game in line with these Terms of Use, namely: authorization (authentication) of the User in the Game, access to information about the User, settings, Paid Features, 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** means any personal computer (PC) as well as other devices which support the Platforms, which allows the use of the Game according to its functional purpose.
- **Game** means “**Stalcraft**”, a computer software developed and published by EXBO intended for installation and use on Devices.
- **In-Game Objects** means a virtual element of the Game which is an object of intellectual property. A license to use this object of intellectual property, limited by these Terms of Use, can be obtained by reaching in-Game progress and by exchanging the In-Game Currency on terms determined at the EXBO’s sole discretion and which EXBO reserves the right to

amend unilaterally. These Objects include player customization items such as skins for armor, weapons, etc.

- **In-Game Currency** means a virtual element of the Game which is an object of intellectual property (also hereinafter referred to as the “**Stalcoins**”). A license to use this object of intellectual property, limited by these Terms of Use, can be obtained by reaching in-Game progress and can be acquired for a fee and on terms determined at the EXBO’s sole discretion and which EXBO reserves the right to amend unilaterally. The Stalcoins have no monetary value and are not subject to monetary evaluation.
- **Premium** means a virtual element which is an object of intellectual property that provides access to particular elements of the Game. A license to use this object of intellectual property, limited by these Terms of Use, can be obtained by exchanging the In-Game Currency on terms determined at the EXBO’s sole discretion and which EXBO reserves the right to amend unilaterally. The Premium allows You to receive enhancements to the Game as described in s.8.3. of the Terms.
- **Loot Boxes** means a virtual element of the Game which is an object of intellectual property. A loot box contains several In-Game Objects. The content of each loot box is determined by EXBO with provision of chances to receive such items by the User. A license to use this object of intellectual property, limited by these Terms of Use, can be received by exchanging the In-Game Currency on terms determined at the EXBO’s sole discretion and which EXBO reserves the right to amend unilaterally. The Loot Boxes contain certain In-Game Objects as described in s. 8.4 of the Terms.
- **Battle Passes** means separate parts of the Gameplay that allow User to gain additional rewards (In-Game Objects). Battle Passes can be received by exchanging the In-Game Currency on terms determined at the EXBO’s sole discretion and which EXBO reserves the right to amend unilaterally. The Battle Passes enhance User’s experience as described in s. 8.5. of the Terms.
- **Paid Features** means collective name of some virtual elements that includes In-Game Currency, In-Game Objects, a Premium, Loot Boxes and Battle Passes, a license to which, limited by these Terms, is acquired either for a fee as in the case of the In-Game Currency or by exchanging the In-Game Currency and on the terms determined at the EXBO’s sole discretion. EXBO reserves the right to amend the mentioned terms unilaterally. EXBO reserves the right to expand or to reduce the number of features included in the Paid Features.
- **Platform** means:
 - “**Steam**”, an online platform provided by the Valve Corporation,
 - “**EXBO launcher**”, provided by Us and available at Our Website.
- **Terms of Use** (or Terms) means 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 use of the Game.
- **User** means an individual who entered into these Terms of Use with EXBO for its own benefit or for the benefit of others due to requirements of the current legislation and these Terms.
- **User Content** means digital content created by the User in connection with the use of the Game within its permitted functionality. 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 Works** means any kind of derivative and complex works created by Users based on the Game and EXBO’s intellectual property for the use outside of the Game.

- **Website** means our website <https://stalcraft.net>.

ABOUT US

Exbo East Limited Liability Company

Registration number: 221140035112

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

E-mail: legal@exbo.net

2. THE SCOPE OF THE LICENSE TO THE GAME

2.1. EXBO, its affiliates and partners own all right, title, interest in and to the Game including without limitation any titles, computer code, video and audio materials, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of the Game and any other elements of the Game falling under intellectual property in accordance with applicable legislation. EXBO reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Game.

2.2. Upon Your acceptance of these Terms of Use, EXBO grants to You a non-exclusive, non-transferable, non-sublicensable, revocable limited license without the right to sublicense use the Game and/or any of its elements for Your own private entertainment purposes as defined below. You agree not to use the Game for any other purpose.

2.3. The scope of the license to use the Game for the private entertainment purpose shall include the main functionality defined as follows:

- to reproduce the Game by downloading it on Your Device;

The additional functionality availability of which is determined at EXBO's own discretion and defined as follows:

- use the functions of online chat and multiplayer;
- create Fan Works and User Content in connection with the Game, as defined in and subject to these Terms;
- use support services.

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

- the In-Game currency exchanged for the In-Game Objects;
- the Premium;
- the Battle Passes;
- the Loot Boxes.

2.5. EXBO reserves the right to limit or restrict access to the Game or any additional functionality at its own discretion and without compensation to the User of any expenses incurred when paying related fees.

3. LIMITATION OF THE LICENSE

3.1. Unless and to the extent that it is expressly provided for under these Terms or specified elsewhere by EXBO, You are not permitted to:

- A. copy, modify, create derivative works of the Game or any of its parts;
- B. resell, transfer, assign, lease, lend, or license the Game to third parties;
- C. deep-link, reverse engineer, disassemble or monitor (e.g. spider, scrape) the Game;
- D. copy, modify or distribute Paid Features (as defined above) from the Game.

4. USERS' RULES OF CONDUCT

When using the Game, You shall not:

- 4.1. use or design cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with the Game experience;
- 4.2. access another User's Account for any reason, as well as exchange, transfer, sell or provide access by any means to Your Account either temporarily or indefinitely to another User;
- 4.3. spread information about defects in the Game by exploiting design errors;
- 4.4. use any software, technology, or device to send content or messages, scrape, the Game, or harvest or manipulate data from the Game;
- 4.5. make any automated use of the Game, or take any action that imposes an unreasonable burden on our infrastructure;
- 4.6. connect to the Game without authorization, including unauthorized servers that emulate or attempt to emulate the operation of the Game, as well as any connection using third party programs or tools not specifically authorized by EXBO;
- 4.7. harass, threaten or bully any other users, nor post or submit any abusive, threatening, bullying, harassing, obscene, defamatory, offensive, pornographic or illegal content, or content that infringes or violates someone else's rights, or impersonates any other person;
- 4.8. disrupt or attempt to disrupt the Game or any other person's use or enjoyment of the Game;
- 4.9. use the Game as means for provisions of paid services, such as levelling up or item collection services;
- 4.10. 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 Features (as defined above) for sale, or exchanging Paid Features for real money;
- 4.11. improperly use our support services, including by submitting false reports as well as distribute any messages received by You from our support services;
- 4.12. advocate, promote, encourage, or otherwise facilitate any illegal behavior, including but not limited to the use of illegal drugs, unlawful gambling or theft.

5. LIABILITY FOR VIOLATION OF THESE TERMS OF USE

5.1. In case of violation of these Terms, depending on the extent of the violation committed by You EXBO shall be able to impose on You the following penalties:

- issuance of a warning in any form, including via e-mail;
- suspension of access to the Game for a definite (such as days, weeks and months - determined separately by EXBO case by case) or an indefinite term;

- restriction of use of the Game chats and forums for a definite or indefinite term;
- non-provision of Our support services;
- restriction of a part of the Game functionality for a definite or indefinite term;
- forced renaming of the Game character, community of users or the In-Game Object;
- withdrawal of the Paid Features;
- restriction, suspension or termination of access to Your game character or to the Account;
- removal of the Game character or of the Account without possibility of restoration.

Penalties may be imposed without prior notice to the User.

If there is evidence of an offense or crime, EXBO may turn the data over to law enforcement agencies.

The decision on the application and timing of penalties will be at our discretion.

EXBO shall not reimburse and/or compensate any expenses for any losses, monetary or otherwise, incurred by the User as the result of these penalties.

To find out the reasons and the period of penalties imposed, please contact the support service via our support platform (<https://support.exbo.net/>) or in any other way indicated on the Website.

6. USER RESPONSIBILITY

6.1. The User shall be liable for any breach of these Terms, including violations of applicable law, and for all consequences of such breaches (including any damages that EXBO and other third parties may suffer).

6.2. User agrees to indemnify EXBO, its affiliates, partners, third party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any losses, damages, liabilities, penalties, bills and expenses (including legal fees and costs) in connection with any claim or action that (a) arises from any actual or alleged violation of these Terms by User, (b) arises from the provision of incomplete or inaccurate information; (c) arises from the use of any third party websites or services; or (d) otherwise arises out of or in connection with the User's use of the Game, and agrees to indemnify for damages resulting from such violations.

6.3. EXBO 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 Terms, and such damages may include, but are not limited to, direct, indirect, special, incidental, and/or consequential losses. If EXBO 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 may, in its sole discretion, require the User to reimburse the costs associated with filing a claim or request, in reasonable size.

We reserve 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.

7. USER INTERACTIONS

7.1. Interaction with users of the Game and other related parties is Your sole responsibility, which You should do in compliance with these Terms and Steam Platform's Terms. EXBO reserves the right, but has no obligation, to intervene in any way in these disputes.

7.2. If You have a dispute with one or more users, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual

and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

8. PAID FEATURES

For a fee in regards to the In-Game currency, and by exchanging the In-Game Currency on the In-Game Objects, Premiums, Lootboxes and Battle Passes or if the latter are received by User via reaching a certain in-Game progress (as applicable), You may be granted a limited, personal, non-transferable, non-sublicensable, revocable right to use the following Paid Features on terms determined at the EXBO's sole discretion and which EXBO reserves the right to amend unilaterally:

8.1. **The In-Game Currency.** Information about the fee for the In-Game Currency is contained in the Game itself and its sections and on Steam. Without prejudice to clause 9 below and unless expressly provided therein, all fees payable for In-Game Currency are non-refundable.

8.2. **The In-Game Objects.** The In-Game Objects Exchange Mechanism (in-Game auction) allows You to exchange the Stalcoins on the In-Game Objects and further exchange such Objects with other Users. You can determine the terms upon which to exchange an Object with other Users at Your own discretion. However, please note that once an Object is used within the Game (activated) it cannot be further exchanged with other Users. The exchange of the In-Game Objects is permitted only within the said mechanism. EXBO may unilaterally determine which Objects are subject to exchange among Users.

8.3. **The Premium.** The Premium provides enhancements to Your 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 Stalcoins for a Premium on a periodic basis to sustain the Premium (**the Premium Period**).

8.3.1. You can determine whether to activate the Premium and receive the provided reward or not. Should You activate Premium You will receive the offered reward only in relation to Your Account.

8.3.2. Prior to activating the Premium, You can exchange the Premium with other Users through the Exchange Mechanism (In-Game Auction) or directly with another User.

8.3.3. The enhancements or rewards provided by the Premium, the exchange rate at which You can exchange the Stalcoins on the Premium and the Premium Period may be changed upon EXBO's unilateral determination.

8.3.4. Upon variation of the Premium Period, or exchange rate, EXBO may notify You in the Game or by contact details provided by You. Such notification shall contain up-to-date information on the enhancements, exchange rates and the Premium Periods.

8.3.5. In case a User receives a suspension (definite or indefinite) of access to the Game, the Premium Period shall continue to run regardless of the ban. Lost days shall not be compensated unless required by applicable legislation.

8.4. **The Loot Boxes.** The Stalcoins can be further exchanged on the Loot Boxes, which contain a set of In-Game Objects. The kinds of In-Game Objects received through Loot Boxes as well as chances to receive any of them are determined by EXBO. The In-Game Objects that can be received through Loot Boxes are not of the functional character and cannot affect the Game progress greatly. The In-Game Objects received through the Loot Boxes can be exchanged following the same procedure as the In-Game Objects received by other means provided in the Game.

8.5. **The Battle Passes.** EXBO may hold seasonal events for the duration of which You can exchange the Stalcoins for the Battle Pass. The Battle Pass will allow You to enhance Your 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's own discretion. You cannot exchange Your Battle Passes with other Users.

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

You acknowledge that You do not own any proprietary right in and to the Paid Features. Any balance of the Features 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.

EXBO may manage, regulate, control, modify or eliminate the Paid Features at any time, with or without notice. EXBO shall have no liability, including but limited to issuing a monetary refund, to You or any third party in the event that EXBO exercises any such rights.

The exchange with other Users through the Exchange Mechanism (in-Game Auction) can only be done in accordance with the rules of the in-Game Auction provided therein.

The provision of the In-Game Currency for use in the Game is provided by EXBO upon acceptance by EXBO of Your purchase.

In the event that You receive any of the Paid Features without payment and / or incomplete payment, and / or funds are not debited from Your Account to pay for the Paid Features as a result of a technical error or a service failure or a conscious User action, You are obliged to inform EXBO of this fact.

Upon such occurrence We reserve the right to (i) withdraw the Feature if You received it but have not used it; (ii) withdraw the Feature if You received it and have already used it and (iii) specifically in regards to the Features subject to exchange between Users and on the Auction, if You have received and exchanged it with another User, reverse the transaction in which You exchanged such Object with another User and withdraw the Object.

9. 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. 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.

9.3. Refunds for purchases made through the Steam Platform cannot be made by EXBO. Other transactions administered with the assistance of third-party payment systems are eligible for a refund only in the following cases:

- If the Paid Feature has been lost due to the error in the Game (in which case You may receive back the Paid Features in the Game but not the monetary equivalent);
- At EXBO's own discretion;

If You receive a refund for Your Transaction, EXBO reserves the right to:

- Remove Paid Feature purchased with the refunded amount from Your Account;
- Suspend access to Your Account/Game if refunds occur regularly and/or for fraudulent purposes.

EXBO reserves the right to refuse to refund a User's Paid Features without indicating a cause.

9.4. EXBO is not responsible for rejection of Your payments from any payment provider for any reason.

9.5. You are solely responsible for Your Device and Account and any action made using the Your Device and/or Account are considered by Us as made by You and independently, regardless of who acted using the Device and/or Account. We reserve the right not to refund any purchases or to cancel any actions made with Your Device and/or Account.

9.6. It is Your responsibility to keep the documents confirming Your transactions for the duration of using the Game, and to be able to provide such documents the request, as well as information on the circumstances of such transaction by the User.

10. FAN WORKS

10.1. As part of our interaction with You We encourage You to create fan works based on Our Game if You feel like doing so.

10.2. You are entitled to use images, arts, musical compositions and sounds, audiovisual works, logotypes, game screenshots, animations and any other works (as may be applicable) contained in or associated with the Game to create any fan derivative or complex works and products (such as fan art, audiovisual works and videos, merchandize, etc.) – collectively Fan Works. This permission applies only to Game related content only under the rules mentioned in these Terms.

10.3. Please be cautious that Your Fan Work must not:

- harm EXBO's business reputation and cannot have any negative influence on the EXBO's reputation or reputation of Stalcraft. While creating any works or producing any product (as well as in connection with publishing and distributing such works and products) You shall not use any Slacraft content in connection to any abusive, threatening, bullying, harassing, obscene, defamatory, offensive, pornographic or illegal content or association. Damage of reputation is a subjective category, thus, EXBO reserves the right to interpret any use of intellectual property contained in Stalcraft at its sole discretion;
- contain any references that a work or product is an official production of EXBO or contain terms such as "official", "authorized" or similar language, that in any way indicates or creates the impression of an endorsement by or affiliation with EXBO;

10.4. You are not entitled to sell, lease, transfer or otherwise distribute any works or products created with the use of EXBO's intellectual property for commercial purposes. If You have an intention to use intellectual property owned by EXBO for commercial purposes, please, contact Us at legal@exbo.net.

10.5. Subject to sufficient creative and original input on Your part, by accepting these Terms, You grant Us a perpetual, non-exclusive license throughout the world in respect of Your Fan Work. Subject to the terms of this license, EXBO shall be able to use them either with or without attribution (by accepting these Terms, You authorize EXBO to use the Fan Work anonymously without attribution). EXBO also has the right to modify, reproduce, distribute, transfer to third parties, publicly display, including on the Internet, use in the Game, in advertising / marketing materials, process, create derivative works, translate, demonstrate to third parties, prohibit third parties from unauthorized use of such copyrighted items.

10.6. In case You create any works or produce any products in violation of provisions contained in these Terms of Use EXBO may use any remedy to protect its rights in accordance with these Terms of Use and applicable laws.

10.7. You agree to defend, indemnify and hold EXBO 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's intellectual property indicated in the present Section of these Terms of Use.

10.8. In relation to Fan Work, You affirm, represent and warrant that they are:

- not in violation of any laws, contractual restrictions or other third party rights, including intellectual property rights, and that You have permission from any third party whose personal information or intellectual property is comprised in the Fan Works.

11. USER CONTENT

11.1. As part of our interaction with You We organize certain marketing events related to the Game in which Users can contribute their content.

11.2. For Your ability to participate in such events and solely for such purpose, You are entitled to use images, arts, musical compositions and sounds, audiovisual works, logotypes, game screenshots, animations and any other works (as may be applicable) contained in or associated with the Game to create any fan derivative or complex works and products (such as fan art, audiovisual works and videos, merchandize, etc.).

11.3. During Your 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 You by EXBO in general, including within tests or surveys and any other derivative and complex works made by You within the Game shall be referred to as the User Content.

11.4. Subject to sufficient creative and original input on Your part, by accepting these Terms, You grant Us a perpetual, non-exclusive license throughout the world in respect of Your User Content. Subject to the terms of this license, EXBO shall be able to use them either with or without attribution (and by accepting these Terms, You authorize EXBO to use the User Content anonymously without attribution). EXBO also has the right to modify, reproduce, distribute, transfer to third parties, publicly display, including in the Game, on the Internet, use in advertising / marketing materials, process, create derivative works, translate, demonstrate to third parties, prohibit third parties from unauthorized use of such copyrighted items.

11.5. You agree to defend, indemnify and hold EXBO 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's intellectual property indicated in the present Section of these Terms of Use.

11.6. In relation to the User Content, You affirm, represent and warrant that they are:

- not in violation of any laws, contractual restrictions or other third party rights, including intellectual property rights, and that You have permission from any third party whose personal information or intellectual property is contained in User Content.

12. UPDATES AND MODIFICATIONS

12.1. EXBO may introduce automatic updates and modifications to the Game so long as Your device is connected to the Internet. In order to ensure efficiency of the mentioned updates and modifications and to enable You to continue using the Game, You hereby express consent to the

introduction of such updates and modifications. All updates constitute an integral part of the Game and the rules of these Terms of Game shall apply to such updates.

EXBO may modify the content of the Game at any time at its own discretion without additional notice to You.

13. WARRANTIES AND LIMITATION OF LIABILITY

13.1. You represent and warrant that You shall (i) use the Game for private entertainment use only; (ii) not infringe, or cause a third party to infringe, any applicable law or regulation; (iii) not use the Game for any unlawful purpose; (iv) not infringe any intellectual property right, or other proprietary right or right of publicity or privacy; and (v) that Your use of the Game shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots 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 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 IS" WITHOUT FURTHER WARRANTIES OF ANY NATURE. YOU SHALL ASSUME ALL RISKS RELATED TO ANY DAMAGES AND LOSSES ARISING FROM USE OR IMPOSSIBILITY OF USING THE GAME. EXBO DOES NOT GUARANTEE THAT THE GAME MEETS YOUR REQUIREMENTS AND THAT GAME OPERATION WILL BE UNFAILING AND ERROR-FREE.

13.3. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW EXBO AND ITS LICENSORS, AFFILIATES AND/OR PARTNERS SHALL NOT BEAR ANY LIABILITY TO YOU 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 TERMS OF USE AND WITH YOUR OPERATION OF THE GAME AND OF OTHER MATERIALS PROVIDED TO YOU BY EXBO. EXBO SHALL NOT BE LIABLE FOR INABILITY TO INSTALL OR LAUNCH THE GAME ON YOUR DEVICE AND ALSO FOR POSSIBLE ERRORS AND FAILURES IN THE GAME OPERATION. YOU 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 YOU. EXBO SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO YOU AS A RESULT OF CONNECTION TO THE INTERNET OR INSTALLATION OF MALICIOUS SOFTWARE ON YOUR DEVICE.

13.4. EXBO shall be exempt from liability for defaults due to unforeseen circumstances (force majeure) such as acts of God, 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 software, the Steam Platform or EXBO partners.

14. TERMINATION

14.1. EXBO has the right to termination with the User unilaterally at any time and at any time restrict the User's access to the Game, including any of its elements such as the In-Game Currency 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 Terms.

14.2. In addition, EXBO may decide to discontinue access to the Game or support of a Game in its sole discretion without any reimbursement or compensation for the incurred losses as a result. This will automatically terminate the Terms. EXBO 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 unilaterally at any time without notice to EXBO by deleting the game client from the Device. In this case, access to In-Game Currency and/or Objects may be restricted without the right to restore. In the event of termination of the Terms at the initiative of the User, EXBO 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. Unilateral termination of the Terms by the User does not release the User from liability for violations of the Term Committed during the period of its validity.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. These Terms shall be governed and construed by the law of the Republic of Kazakhstan.

15.2. All disputes arising in connection with these Terms are subject to mandatory pre-trial settlement by the Parties. Users should contact the support service via our support platform <https://support.exbo.net/> or by any other means indicated on the Website indicating that the matter should be brought to the attention of the EXBO's legal team. EXBO'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 dispute cannot be resolved by negotiation, You agree to the exclusive jurisdiction and venue of the appropriate court at the residence of EXBO's location.

16. MISCELLANEOUS

16.1. The Terms come into force from the moment of the installation of the Game and the first use of the Game and remain in force during the entire period of use of the Game by You. Some provisions of the Terms (based on their purpose) may be valid after the end of the last gaming session of the User.

16.2. EXBO may at its own discretion at any time assign and/or delegate its rights and obligations under this Terms of Use or any part of them to any third party without notice to You. You may not assign these Terms of Use in whole or in part to any person or entity without EXBO's prior written consent, and any unauthorized assignment and delegation by You is ineffective.

16.3. You hereby understand, accept and agree that any Game may contain audio and / or video effects, which under certain circumstances can cause in people who are prone to epileptic or other disorders of nervous character, worsening of these conditions, and You hereby guarantee that You do not suffer such disorders, or You will not use the Game. You accept and agree 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. You hereby warrant that You will use the Game only for a reasonable time, with breaks for rest and that You will take other measures prescribed by Your doctor.

16.4. These Terms and related documents, unless otherwise stipulated within the Terms of Use, constitute full agreement of the Parties regarding use of the Game by You and substitute any previous oral and written agreements or oral and written agreements that are simultaneous with the making of these Terms of Use regarding the subject hereof that are united in these Terms of Use.

16.5. If any provision of these Terms of Use 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 these Terms of Use will remain in full force and effect.

16.6. EXBO reserves the right to revise these Terms of Use or any related documents at any time by updating on the Website or by notifying You or by any other means available. The revised Terms of Use or related documents come into force on the date on which it is published.

YOU ARE ADVISED TO CHECK THE WEBSITE PERIODICALLY FOR NOTICES CONCERNING SUCH REVISIONS. YOUR CONTINUED USE OF THE GAME SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF ANY REVISED TERMS.