

# UNCOSOFT GİZLİLİK POLİTİKASI

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Uncosoft Yazılım A.Ş. (“Uncosoft” olarak anılacaktır.) olarak kişisel verilerin gizliliğini kendimize öncelik edinmiş bir kuruluştuz.

Sizler için hazırladığımız işbu gizlilik politikası, <https://www.9pm.app> adresini ziyaret ettiğiniz zamanlarda, 9pm Football Managers mobil uygulamasını ya da diğer hizmetlerimizi kullandığınızda elde ettiğimiz ve 6698 sayılı Kişisel Verilerin Korunması Kanunu (“KVKK” olarak anılacaktır.) kapsamında işlediğimiz kişisel verileri açıklamaktadır. Ayrıca üçüncü taraf pazarlama ve reklam ortaklarının size ait olan kişisel verileri nasıl topladığı ve işlediğini açıklar.

## Giriş

Tarafımıza ait olan uygulamaları indirerek veya oyunları oynayarak, web sitemizi ziyaret ederek veya diğer hizmetlerimizden herhangi birini kullanarak kişisel verilerinizi bizimle paylaştığınızda, bahse konu hizmetlerin siz sunulması amacıyla verilerinizi işlerken size karşı bir takım yasal sorumluluklarımız bulunmaktadır.

Yasalardaki değişikliklerin yansıtılması açısından işbu Gizlilik Politikasında değişiklikler yapılabilir. Kullanıcılarımızı bu değişikliklerden haberdar etmek için en kısa sürede elimizden geleni yapacağımızı bildiririz. Gizlilik Politikasında değişiklik yapılması halinde, yapılan değişiklik web sitemizde yayımlandığı tarihten itibaren geçerli olacaktır. Ancak Uncosoft’a ait olan mobil uygulamaların (9pm Football Managers dâhil) ve diğer hizmetlerin kullanımından önce bu politikayı okumak ve değişiklikleri kontrol etmek sizin sorumluluğunuzdadır. Son güncelleme tarihi politikanın üst kısmında mevcuttur. Yapılan değişikliklere ilişkin sorularınızı [hello@uncosoft.com](mailto:hello@uncosoft.com) adresinden tarafımıza iletebilirsiniz. Yapılan değişiklikler kabul edilmediği takdirde Uncosoft hizmetlerimizi kullanmanız mümkün olmayacaktır.

Uncosoft’a ait olan mobil uygulamaları (9pm Football Managers dâhil) ve diğer hizmetleri kullanarak bu Politikada belirlenmiş olan şartları kabul etmiş sayılırsınız. Herhangi bir sebepten dolayı şartlarını kabul etmemeniz durumunda lütfen kullanmayı bırakınız.

Yasal olarak, Uncosoft Hizmetlerini kullanmak için en az 13 yaşında olmanız gerekir. Uncosoft Yazılım A.Ş. olarak çocuk kullanıcılar ile ilgili önemli bir yükümlülüğümüz olduğunun bilincindeyiz ve asla ebeveynlerinden ya da velisinden izin almaksızın 13 yaşın altındaki herhangi bir çocuktan kişisel bilgilerini toplamayı istemeyiz.

Eğer çocuğunuzun kişisel bilgilerinin aktarımı konusunda endişeleniyorsanız lütfen bizimle [hello@uncosoft.com](mailto:hello@uncosoft.com) adresinden iletişime geçiniz.

## Kişisel Veri

KVKK kapsamında Kişisel Veri, kimliği belirli veya belirlenebilir gerçek kişiye ait her türlü bilgiyi ifade etmektedir.

Uncosoft Hizmetlerine kaydolduđunuzda, uygulamalarını indirdiđinizde ve oyunlarını oynadıđınızda bazı verilerinizi toplarız. Topladıđımız veriler kullanılan Uncosoft Hizmetlerine bađlı olarak deđişiklik göstermektedir.

### **Toplanan veriler:**

#### **Kullanıcının kendisinden elde edilen veriler:**

Hizmetlerimizi kullanırken açık rızanız ile bizimle paylaştıđımız kişisel verilerinizi toplayabiliriz. Bu bilgiler ařađıda örneklendirilmiştir:

- ◆ Müşteri destek ekibimize iletiřime geđerken ya da telefon, e-posta, SMS yoluyla tarafımızla iletiřime geđerken, kişisel verilerinizi sunduđunuzda; bize sunmuş olduđunuz kişisel verileri toplayabilir, saklayabilir ve işleyebiliriz. Sizden aldıđımız kişisel veriler, e-posta adresiniz, adınız, soyadınız, kullanıcı adınız, telefon numaranız, bulunduđunuz yer vb. diđer kişisel veriler olabilmektedir.

#### **Tarafımızdan otomatik olarak elde edinilen bilgiler:**

Hizmetlerimizi kullandıđımız sırada otomatik olarak bazı kişisel verilerinizi toplayabiliriz. Uncosoft'a ait mobil oyun, uygulama, web sitesi veya diđer hizmetlere erişerek/ bu hizmetleri kullanarak, ařađıda örneklendirdiđimiz bilgilerinizin toplanması ve saklanmasına izin vermiş olursunuz.

Kişisel verileriniz hizmetlerimizi kullanırken size yaptıđımız aydınlatma ile her türlü yazılı veya elektronik ortam üzerinden beyan veya onay vermeniz halinde, bizler tarafından sunulan ürün ve hizmetlerden sizleri faydalandırabilmemiz, müşteri ve izleyicilerimizi tanımamız, faaliyet gösterdiđimiz alanda kullanım alışkanlıklarınızı anlamamız, olası herhangi bir uyuřmazlık halinde uzlaşma sağlayabilmemiz ve çözüm odaklı çalışabilmemiz amacı ile ařađıda yazmış olduđumuz KVKK'nın 5 ve 6 numaralı maddelerinde listelenen şartlara uygun olarak ařađıda örneklendirdiđimiz bilgilerinizin işlenmesine izin vermiş olursunuz.

- ◆ Uncosoft Hizmetlerine kaydolduđunuzda, uygulamalarını indirdiđinizde ve oyunlarını oynadıđınızda bazı verilerinizi toplarız. Topladıđımız veriler kullanılan Uncosoft Hizmetlerine bađlı olarak deđişiklik göstermektedir.
- ◆ Uygulamalarımızı ya da diđer hizmetlerimizi kullanırken, bizimle ve diđer kullanıcılarla iletişim kurduđunuzda (mesajlaşma ve sohbet etme dâhil olmak üzere) her bir görüşmeyi sohbeti kaydederiz.
- ◆ Hizmetlerimizden bazıları kullanıcılarımızın sorular ve cevaplar oluşturmasına olanak tanır. Soru ve cevap hakkınızı kullanmanız halinde KVKK kapsamında bu bilgileri toplayabiliriz.
- ◆ Herhangi bir sebepten dolayı müşteri hizmetlerinden yardım desteđi istediđinizde, ilettiđiniz iletişim bilgileriniz, kullanıcı kimlik numaranız ve verdiđiniz içerik hakkındaki bilgi sizlere daha iyi hizmet sunabilmek ve müşterilerimize sunduđumuz ürünleri geliřtirebilmek amacı ile toplanabilir.

- ◆ Kullanıcılarımızı tanımak, faaliyet gösterdiğimiz alanlarda tercihlerinizi ve kullanım alışkanlarınızı anlayarak daha iyi hizmet sunabilmek ve stratejik olarak hizmetlerimizi geliştirebilmek amacıyla bağlantılarla nasıl etkileşimde bulunduğunuzu takip edebiliriz. (örn; tarafımızdan size gönderilen bildirimler yoluyla yaptığımız bağlantılar, ya da uygulama içerisinde tıkladığınız bağlantılar vb.)
- ◆ Mobil oyunumuz '9pm Football Managers' kullanımınızı izlemek için size özel bir kullanıcı kimliği oluşturuyoruz. Bu kullanıcı kimliği, işlediğimiz diğer verilerinizle bağlantılı olarak saklanır.
- ◆ Mobil uygulamamızda elde ettiğiniz skor, seviye vb diğer bilgiler toplanabilir.
- ◆ Cihazınız, IP adresiniz, tarayıcı türünüz ya da işletim sisteminiz ve diğer teknik bilgiler hakkındaki bilgiler üçüncü kişiler tarafından toplanabilir.
- ◆ Ayrıca bunlara ek olarak otomatik olarak toplanan veriler; uygulamamıza ve diğer hizmetlerimize erişim sağlamak için kullandığımız ağ hakkındaki bilgileri, konum, mobil operatör, cihaz ve uygulama kimlikleri, arama terimlerini içerebilir. Bu veriler uygulamamızı ve diğer hizmetlerimizi ölçmek, özelleştirmek ve geliştirmek için kullanılır.
- ◆ Otomatik olarak toplanan veriler: Bilgisayarınızın İnternet Protokol adresi (IP), İnternet Servis Sağlayıcınızın IP adresi, web sitesine giriş yaptığınız tarih ve zaman, bu web sitesine bağlantı yaptığınız internet adresi, kullandığınız işletim sistemi, ziyaret ettiğiniz web sitesi bölümleri, giriş yaptığınız web sitesi sayfaları, görüntülediğiniz bilgiler ve web sitesine koyduğunuz veya web sitesinden indirdiğiniz malzemeler gibi verilerin bir kısmı, **5651 Sayılı İnternet Ortamında Yapılan Yayınların Düzenlenmesi ve Bu Yayınlar Yoluyla İşlenen Suçlarla Mücadele Edilmesi Hakkında Kanun** ve ilgili yönetmelikler kapsamındaki yükümlülüklerimiz gereği bu bilgilerin bir kısmı kayıt altına alınabilir ve ilgili adli ve idari mercilerin talepleri üzerine kendileriyle paylaşılabilir.

#### **Diğer kaynaklardan elde edilen bilgiler:**

Uncosoft'a ait oyun, uygulama veya web sitesi kullanımı hakkında diğer kaynaklardan da bilgi toplayabiliriz. Bu bilgiler aşağıda örneklendirilmiştir:

1. Uncosoft Servisleri içinde oyun içi satın alımlar yaptığımız takdirde ödeme işlemcisi (Örn. App Store veya Google Play) tarafından bilgilendiriliriz; fakat ödeme ayrıntıları ile ilgili bilgilerinizden hiçbirini alamayız, işlemeyiz ve saklamayız.
2. Firmamıza ait mobil oyun ve uygulamalar için dijital reklam ortakları ile iş birliği içerisindeyiz. Bu sebeple oyun/uygulama içerisinde reklamlar sunan çeşitli özellikler bulunmaktadır.
3. Sizi ve cihazınızı tanımak, ilgi alanınıza dayalı reklam sunmak, web sitelerimizle nasıl etkileşime geçtiğinizi anlamamızı sağlamak ve size daha iyi bir hizmet sağlayabilmek için reklam ve analiz amaçlı veriler toplayabiliriz.
4. Uncosoft Hizmetlerine üçüncü şahıs hesapları (örneğin Facebook) aracılığıyla giriş yapıldığı takdirde üçüncü şahıs hesabında kayıtlı bilgileriniz (örneğin; adınız,

soyadınız, e-posta adresiniz, fotoğrafınız, arkadaş listeniz, profiliniz vb.) üçüncü şahıslar tarafından bizimle paylaşılacaktır.

### Üçüncü şahıs hizmet sağlayıcılar

Ödeme işleme, analizler, müşteri hizmetleri, pazarlama ve reklam gibi hizmetleri gerçekleştiren üçüncü taraf şirketler ile birlikte çalışmaktayız ve ihtiyaç duydukları asgari miktardaki kişisel verileri sağlamamız gerekebilir. Üçüncü şahıs hizmet sağlayıcılar ile kişisel verilerinizi paylaştığımız durumlarda, verilerinizi korumak için başka amaçlar için kullanmamaları zorunluluğunu getiririz. Üçüncü şahıslar gizlilik politikası doğrultusunda sizden IP adresi gibi bazı bilgileri doğrudan toplayabilir.

### Hizmet sağlayıcılarımız:

- ◆ Adcolony
- ◆ IronSource
- ◆ Google Analytics
- ◆ Unity Analytics
- ◆ LogDNA

### Neden veriler toplanır?

- ◆ **Hizmetlerimizi size daha iyi sunmak için:** Tarafımıza ait olan mobil oyunların (9pm Football Managers dahil) düzgün çalıştığından emin olmak için gereklidir. Böylece oyunlarımızı oynarken en iyi deneyime sahip olur daha keyifli vakit geçirmiş olursunuz.
- ◆ **Size sunduğumuz hizmetleri geliştirmek veya olası bir problemi (bug) çözmemize yardımcı olmanız için:** Hizmetlerimizi analiz edebilmemiz ve düzeltip geliştirebilmemiz için size ait olan verileri işleyebiliriz.
- ◆ **Sorularınız ve taleplerinizi yanıtlamak için:** Sizden edindiğimiz iletişim bilgilerinizi işleyebilir ve böylece sorularınız ve destek taleplerinizi doğru bir şekilde yanıtlayabiliriz.
- ◆ **Mevcut kullanıcıların ilgisini çekmek için:** Mobil oyun kullanıcılarımızın oyun içinde daha aktif olabilmeleri amacıyla sanal öğeler ve diğer promosyonlarla ilgili detaylı bilgi vermek için bazı verileri işleriz. (Reklam Verileri ve Analitik bilgiler dâhil)
- ◆ **Oyun içi satın alımları geliştirmek için:** Kullanıcıların oyunlarımızı nasıl kullandığını anlamak, buna ilişkin istatistiksel raporları çıkartmak ve oyun içerisinde nasıl ilerlediğini anlayabilmek için bazı bilgileri işleyebiliriz.
- ◆ **Reklam amacı için:** Üçüncü şahıs hizmet sağlayıcılara ilişkin reklamları göstermek için reklam verilerini işleyebiliriz. Böylece oyun kullanımı sırasında sizin beğenimize uygun reklamları sunabiliriz.
- ◆ **Dolandırıcılık ve yasa dışı faaliyetleri önlemek için:** Hizmetlerimizin kullanımının yasal ve hileli olmamasını sağlamak için, hizmetlerimizin işleyişini aksatmamak için, personelimize ve diğer bireyleri yapılabilecek sözlü tacizleri engellemek için kişisel verileri işliyoruz.

### Veriler ne kadar süre ile nerede saklanır?

Kişisel bilgilerinizi, ilgili hizmet için gerekli olduğu sürece veya bu Gizlilik Politikasında açıklandığı şekilde sistemlerimizde saklayacağız. KVKK kapsamında veri sorumlularının yükümlülükleri ve 5651 sayılı İnternet Ortamında Yapılan Yayınların Düzenlenmesi ve Bu

Yayımlar Yoluyla İşlenen Suçlarla Mücadele Edilmesi Hakkında Kanun ile ikincil mevzuatı kapsamında internet toplu kullanım sağlayıcılarının yükümlülükleri kapsamında topladığımız kişisel verileri 2 yıl süre ile saklayacağımızı beyan ederiz.

Alınan tüm bilgiler Avrupa Birliği (“AB”) sınırları içinde saklanır. Ancak gerekli olması halinde AB sınırları dışındaki üçüncü kişiler ile de bilgilerin saklanması için de anlaşılabilir. Bizimle paylaştığınız tüm bilgilerin gerek AB gerekse de AB dışındaki üçüncü kişiler ile paylaşarak depolanmasını açıkça kabul etmekteyiz. AB sınırları içinde olsun ya da olmasın bilgilerinizi saklayan üçüncü kişilerin bizim Gizlilik Politikamıza benzer bir politikası olduğunu teyit edeceğiz ve edindiğimiz tüm bilgileri güvende tutmak için elimizden geleni yapacağız. KVKK kapsamında Kişisel Verileri Koruma Kurulu’nun gelecekte açıklayacağı güvenli ülke listesine riayet edilecek ve kişisel verileriniz bu ülkelerde saklanacaktır.

### **Kullanıcı Hakları**

Topladığımız ve işlediğimiz Kişisel verilerin sahibi olarak, kişisel verilerinizin korunması amacıyla, KVKK’nın 11. Maddesinin ve sair mevzuatın sizlere sağlamış olduğu aşağıdaki haklara sahiptir:

- ◆ Kişisel verilerinizin işlenip işlenmediğini öğrenme,
  - ◆ Kişisel verileriniz işlenmişse buna ilişkin bilgi talep etme,
  - ◆ Kişisel verilerinizin işlenme amacını ve bunların amacına uygun kullanılıp kullanılmadığını öğrenme,
  - ◆ Yurt içinde veya yurt dışında kişisel verilerinizin aktarıldığı üçüncü kişileri bilme,
  - ◆ Kişisel verilerinizin eksik veya yanlış işlenmiş olması hâlinde bunların düzeltilmesini isteme ve bu kapsamda yapılan işlemin kişisel verilerinizin aktarıldığı üçüncü kişilere bildirilmesini isteme,
  - ◆ KVKK ile ilgili diğer kanun ve sair mevzuat hükümlerine uygun olarak işlenmiş olmasına rağmen, işlenmesini gerektiren sebeplerin ortadan kalkması hâlinde, kişisel verilerinizin silinmesini veya yok edilmesini isteme ve bu kapsamda yapılan işlemin kişisel verilerinizin aktarıldığı üçüncü kişilere bildirilmesini isteme,
  - ◆ İşlenen verilerin münhasıran otomatik sistemler vasıtasıyla analiz edilmesi suretiyle şahsınız aleyhine bir sonucun ortaya çıkmasına itiraz etme,
  - ◆ Kişisel verilerinizin kanuna aykırı olarak işlenmesi sebebiyle zarara uğramanız hâlinde zararın giderilmesini talep etme.
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- ◆ Doğrudan pazarlamayı engelleme: Pazarlama amaçlı tarafınıza gönderilen e-maillerden vazgeçebilirsiniz.
  - ◆ Erişim hakkı: Talep etmeniz durumunda, kişisel verilerinizin bir kopyasını isteme hakkına sahiptir.
  - ◆ Herhangi bir gerekçeyle talep etmeniz durumunda verilerinizin işlenmesinin durdurulmasını, size ait olan bilgilerin/verilerin başka bir yere transfer edebilmesini, ilgili hesabınızın devre dışı bırakılmasını, Kişisel verilerinizin silinmesini veya düzeltilmesini isteyebilirsiniz.

Bu konuyla ilgili herhangi bir sorunuz ya da talebiniz olması halinde, lütfen bize [hello@uncosoft.com](mailto:hello@uncosoft.com) adresinden ulaşın. İletmiş olduğunuz sorulara ya da taleplerinize dair 30 Gün içinde tarafınıza geri dönüş yapılacaktır.

# UNCOSOFT TERMS OF SERVICE

A quick summary:

1. These are the (legally binding) rules for Uncosoft Yazılım A.Ş. (here in after referred to as “Uncosoft”) games and services, including 9pm Football Managers.
2. You are given a personal license to access, use and/or play them (but Uncosoft owns them).
3. There are rules regarding what you can and cannot do with the Uncosoft Services (e.g. don’t cheat).
4. Depending on where you live, there are important rules regarding liability and dispute resolution (including mandatory arbitration and waiver of jury trial if you live in the USA).
5. Our **Privacy Policy** explains what information we collect and how we protect it.

This User Agreement (or “**Agreement**” for short) explains what you can and cannot do with 9pm Football Managers and Uncosoft services (which we explain below). Because we know legal wording is not much fun, we have included a short summary of each section

## 1. ABOUT THIS AGREEMENT

This document explains who we are, what the Uncosoft Services are and how you can use them. This Agreement is binding as soon as you download, install or use any of the Uncosoft Services, including 9pm Football Managers. We can change this Agreement at any time, but if we do we will put the changed version online and normally it will take effect a reasonable time period afterwards. You should also read our Privacy Policy and other Uncosoft Services may have other applicable documents (which we will notify to you).

1.1. ***What is this Agreement?*** This Agreement is a legally binding contract between you and Uncosoft

1.2. ***What does this Agreement apply to?*** This Agreement applies to our mobile game 9pm Football Managers, our websites (including but not limited to <https://www.9pm.app>), any game key or code giving you access to it or any parts of them, Uncosoft Virtual Goods and Virtual Currency (defined below), plus all other Uncosoft products and services, including (but not limited to) user accounts, customer and technical support, official forums and social media services (we will refer to Uncosoft **Services**” to cover all of these things).

1.3. ***When does this Agreement apply to you?*** This Agreement will be binding on you and us once you download, install or use any of the Uncosoft Services. If you do not agree to it, please do not use any of the Uncosoft Services.

1.4. ***Will we ever change this Agreement?*** We may change this Agreement from time to time, for example to reflect changes in our services or to reflect applicable laws. If we do, we will make the changed Agreement available online and make reasonable efforts to notify you of it. It will become legally binding on you and us 30 days after we post it online. During that period, you are welcome to contact us at [hello@uncosoft.com](mailto:hello@uncosoft.com) if you have specific questions about the changes. If you do not agree to those changes (regardless of whether you email us), then unfortunately you must cease using the Uncosoft Services: in order to make the Uncosoft Services work properly we need to have everyone using them under the same rules instead of different people having different rules.

1.5. ***Are there any other important documents you should read?*** Please also read our Uncosoft [Privacy Policy](#).

## 2. USING THE UNCOSOFT SERVICES

You have the personal right to use Uncosoft Services. If this involves a user account then you are responsible for it. . From time to time we may patch, update or change how Uncosoft Services work in order to keep them running efficiently and fun to play.

2.1. We give you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to display, view, download, install, play and use the Uncosoft Services on authorised devices/platforms. This licence is for your personal use only (so you cannot give, 'sell', lend, gift, assign, sub-license or otherwise transfer it to someone else) and does not give you any ownership rights in the Uncosoft Services. We own or license all Uncosoft Services.

2.2. ***What about user accounts?*** In order to access the Uncosoft Services you may need to create a user account or use an existing account Uncosoft. You are responsible for protecting your user account and for your account activities. In particular, keep your account and password secure. In order to protect the Uncosoft Services, users and Uncosoft itself, we reserve the right if necessary to reject any user account if it would breach this Agreement or other applicable rules.

2.3. ***Are there any age restrictions?*** Legally, you must be at least 13 years old to use the Uncosoft Services. If you are between 13 and 18 (or whatever is the age of adulthood in your country), please ask your parent or guardian to review and approve this Agreement and to supervise your use of the Uncosoft Services. Some Uncosoft Services may have age ratings, which will be displayed when you purchase and/or download them.

2.4. ***Are there any minimum requirements?*** Some Uncosoft Services will have minimum requirements depending on your chosen device/platform, of which you will be notified at the time. It is your responsibility to ensure you meet these requirements before downloading or using the relevant Uncosoft Service. To access online parts of the Uncosoft Services you will need Internet access too – again, this is your responsibility.

2.5. ***What about monitoring?*** In order to protect Uncosoft, Uncosoft users and to enforce this Agreement, Uncosoft may deploy anti-cheat and/or other software tools that run in the background of your device or related devices/peripherals when you use the Uncosoft Services.

2.6. ***What about patches and updates?*** We may patch, update or change the Uncosoft Services over time (for example to add or remove features, to resolve software bugs or to

balance games), which will result in mandatory and/or automatic updates. Therefore, older, un-updated versions may become unusable over time as a result. It is possible that older devices/platforms may cease to be supported over time (although we will use reasonable efforts to notify this to you in advance). As part of these patches, updates or changes, we may need to impose limits on, or remove/restrict access to, certain game features. We need these rights in order to keep the Uncosoft Services running efficiently and will not have any liability to you regarding use of them.

**2.7. *What about third party access and content?*** You might get links from us to third party websites or content through the Uncosoft Services. You may also access the Uncosoft Services through different platforms and devices. Your use of them is your responsibility – we cannot promise how they will work, what they will be like or if they are free. Some Uncosoft Services may contain third party offers and materials, such as video offers and in-game advertisements. While we try to pick the best partners to work with, we are not responsible for their content (that is for the partner itself).

### 3. UNCOSOFT SERVICES BETA ACCESS

If you access any Uncosoft Services (e.g. a game) in beta or other pre-full release version, you accept that they may not be complete, and they may not work fully. You accept them ‘as is’. There may be server/progress resets/other changes during the process. We will not be responsible or liable for these matters (which are inherent to you being able to join in the beta process). Basically: you can get access to cool stuff early, but it might not work fully yet and that won’t be our fault!

Some Uncosoft Services may be released in alpha, closed beta, open beta or other pre-release versions before their full commercial release (or “beta” for short). This is usually to test the features, capabilities, and performance of the product. These are the additional beta rules:

1. We will set the conditions and requirements for your beta access. Providing and maintaining a beta, and who can use a beta, is at our discretion.
2. We will likely ask you to register for the beta. There may be some waiting time depending on the number of people registering, the load on our servers and other technical aspects.
3. Betas will be time-limited, and we will decide on when to end them and what happens next.
4. Between beta versions we may perform one or more complete server/progress reset(s). After the reset, your account will likely go back to a previous or new state. This may involve a wipe or other change to Virtual Goods or Virtual Currency (we will explain how this will work at the time). No cash refunds will be provided in connection with any reset or change.
5. We may change, modify or remove features as part of testing and improving the product.
6. If appropriate, we may apply confidentiality restrictions to the beta, which will be notified to you at the time.



7. We may ask you to provide feedback on the beta – this is optional (but appreciated!).
8. Betas will be provided ‘as is’ without any promises from us or any liability on us if it is not complete or does not work fully or causes issues.
9. You must not attempt to ‘sell’ or transfer your access to a beta. It is for you, not anyone else.
10. We may issue additional terms regarding Uncosoft Service betas. We will notify you in advance Uncosoft SERVICES

#### 4- RULES FOR USE UNCOSOFT SERVICES

This section sets out the rules for you to follow when using the Uncosoft Services – e.g. no hacking, cheating, harmful conduct etc. Breaking these rules could result in suspension or cancellation (temporary or permanent) of your access to the Uncosoft Services.

In order to be able to use the Uncosoft Services, we ask you to follow some rules not limited to the following. Please read these rules carefully since failure to follow them (particularly those in relation to cheating) will be considered a material breach of this Agreement, which could lead to suspension or cancellation (temporary or permanent) of your access to the Uncosoft Services. Here are the main rules:

1. Personal enjoyment. Only use the Uncosoft Services for your personal enjoyment and not for any commercial or political purposes.
2. Restricted access. Do not attempt to copy, rent, sell, lend, lease, sublicense, distribute, publish or publicly display the Uncosoft Services, Virtual Currency or Virtual Goods (defined below), any user account or any of your rights under this Agreement to any other party in any way not expressly authorised under this Agreement.
3. Technical misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble the Uncosoft Services unless you are specifically allowed by applicable law.
4. Hacking/griefing. Do not hack, harm, grief, harass, threaten or misuse the Uncosoft Services, other Uncosoft Service users or Uncosoft’s products, games, services, community members or staff.
5. Cheating. Do not create, use, make available and/or distribute cheats, exploits, automation software, robots, bots, mods, hacks, spiders, spyware, cheats, scripts, trainers, extraction tools or other software that interact with or affect the Uncosoft Services in any way (including, without limitation, any unauthorised third party programs that intercept, emulate, or redirect any communication between Uncosoft or its partners and the Uncosoft Services and/or any unauthorised third party programs that collect information about the Uncosoft Services by reading areas of memory used by the Uncosoft Services to store information).
6. Account misuse. Do not share, ‘buy’, ‘sell’, transfer, gift, lend, steal or misappropriate user accounts or Uncosoft Services access keys/codes (all of which are our property).

If you are concerned that any of this has happened to you, contact customer support at [hello@uncosoft.com](mailto:hello@uncosoft.com)

7. Power-levelling. Do not perform in-game services for others like power-levelling, boosting or ladder-climbing, whether or not in exchange for payment (real money or otherwise) from others.
8. No advertising. Do not communicate or facilitate any commercial advertisement, promotion, spam or unsolicited messages through the Uncosoft Services.
9. Uncosoft services. Do not deliberately or maliciously interrupt or interfere with Uncosoft services like customer or technical support or impersonate Uncosoft staff.
10. Interfering with servers. Do not interfere with or disrupt Uncosoft or third-party network software or servers, including via tunnelling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with Uncosoft software, through protocol emulation, or through creation or use of private servers or any analogous services regarding the Uncosoft Services.
11. Accessing servers. Do not access or attempt to access areas of the Uncosoft Services or servers that have not been made available to the public.
12. Data mining. Do not intercept, mine or otherwise collect data or information from the Uncosoft Services using unauthorised third-party software.
13. Accounts and virtual content. Only use user accounts, Virtual Goods or Virtual Currency (defined below) for their intended purpose.
14. Names/trademarks. Do not use Uncosoft, the names of any Uncosoft Services or other Uncosoft names or logos or trademarks for any unauthorised purposes.
15. Infringing Content. Do not do anything in connection with the Uncosoft Services that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others, such as images, photographs, sound files, text files, graphics files, and any other material or information.
16. Malicious Code. Do not post or upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Uncosoft Services.
17. Geographic/regional restrictions. You must follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding the Uncosoft Services.
18. Conduct. Do not do or say anything that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. This includes in any chat or other communications with users. Uncosoft reserves the right to monitor the content of any of your messages and prevent your use of any such chat or other communication systems for any reason.

## 5. INTELLECTUAL PROPERTY RIGHTS

The Uncosoft Services are the owned/licensed property of Uncosoft.

***Who owns the Uncosoft Services?*** The Uncosoft Services, including (but not limited to) their visual components, characters, story, items, music, graphics, computer code, user interface, look and feel, game mechanics, gameplay, audio, video, text, layout, databases, data and all other content and all Intellectual Property Rights (defined below) and other legal and exploitation rights regarding them, are either owned by us or we license them from third parties. All rights in the Uncosoft Services are reserved except as explained in this Agreement. No ownership right or interest or other rights in the Uncosoft Services or any part of it is transferred to you. The Uncosoft Services and their Intellectual Property Rights are protected by copyright, trademark and other intellectual property laws worldwide.

“Intellectual Property Rights” means any and all copyright, trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

## 6. USER GENERATED CONTENT AND COMMUNITY CONTENT

If you share content in-game via the Uncosoft Services (e.g. sending links), this is your responsibility.

**6.1. *What is our position on ‘user generated content’?*** The Uncosoft Services may give you the ability to share content (for example to share text, photos or links with users) – we will call this “User Generated Content”. If you do share User Generated Content, then it is at your responsibility and risk. We have the right (but not the obligation) to check and remove any inappropriate or illegal User Generated Content. But to be clear: we do not assume any responsibility or liability for User Generated Content. As far as we and you are concerned, you own any User Generated Content you created but we need you to give us certain rights over it so that we can actually transmit it via the Uncosoft Services. So, when you make your User Generated Content available through the Uncosoft Services you give us a non-exclusive, permanent, irrevocable, worldwide, sub-licensable, royalty-free licence to use, modify, reproduce, create derivative works from, distribute, transmit, communicate and publicly display/perform your User Generated Content in connection with the Uncosoft Services.

## 7. VIRTUAL CURRENCY AND VIRTUAL GOODS

You may be able to buy and/or otherwise obtain things like cosmetics, in-game enhancements or virtual currencies and there are some additional legal rules for them. They do not have any “real world” monetary value and you cannot buy, sell or trade these with other users.

**7.1. Do the Uncosoft Services offer virtual goods or virtual currencies?** Certain Uncosoft Services may let you purchase and/or otherwise obtain (for example, by completing offers or watching in-game advertisements) virtual, in-game digital items and content including for example cosmetic and in-game enhancements and other downloadable content (“**Virtual Goods**”). You may at our discretion be able to buy certain Virtual Goods with “real world” money and/or virtual currency (which you may be able to earn by playing the game and/or with “real world” money) (we will call this “**Virtual Currency**”). We are the sole provider and issuing authority regarding Virtual Goods and Virtual Currency and only Uncosoft Services users can use them.

**7.2. Are there any additional payment requirements you should know about?** If you buy Virtual Goods, you agree to the pricing, payment and billing policies applicable to them, as notified to you at the time of purchase. You are responsible for ensuring that you have authorisation to use any chosen payment method, which includes obtaining account-holder/parent/guardian approval if applicable. You are responsible for ensuring that this authorisation is maintained at all material times. Do not make inappropriate charge-back or refund requests. You are responsible for applicable fees and taxes. All payments are non-refundable and non-transferable except as expressly provided in this Agreement.

**7.3. What are the legal requirements regarding Virtual Goods and Virtual Currency?** Virtual Goods and Virtual Currency are digital items only with no cash-value or real-world existence and cannot be ‘bought’, ‘sold’, gifted, transferred or redeemed, whether or not for other Virtual Goods, Virtual Currency, ‘real world’ money, goods, services or items of monetary value. Trading Virtual Goods or Currency is prohibited (unless we specifically permit otherwise in the applicable Uncosoft Services). Your right to use any Virtual Goods and Virtual Currency that you obtain is limited to a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable, revocable licence to use such Virtual Goods and Virtual Currency solely for your personal entertainment and non-commercial use in the relevant Uncosoft Service only. You have no property interest or right or title in any Virtual Goods or Virtual Currency, which remain Uncosoft’s property. Uncosoft reserves the right to reverse, change or amend Virtual Goods or Virtual Currency transactions or other matters if necessary to protect the Uncosoft Services and/or to enforce this Agreement.

**7.4. Is there a limit on the amount of Virtual Goods or Virtual Currency you can hold?** In order to protect the Uncosoft Services, users and to stop fraud, we may impose limits on use of Virtual Goods and Virtual Currency (including transaction limits and balance amounts).

**7.5. Will these Virtual Goods or Virtual Currency expire or be revoked?** Virtual Goods and Virtual Currency do not expire, but we reserve the right to change or amend that if necessary. We are not obliged to provide Virtual Goods or Virtual Currency to you. Uncosoft reserves the right to revoke from users (without notice or compensation) any Virtual Goods and/or Virtual Currency that have been obtained by users by way of (for example) bug, hack or exploitation of the Uncosoft Services or promotional offers.

**7.6. Will Virtual Goods or Virtual Currency ever change?** The existence of a particular offer for Virtual Goods or Virtual Currency is not a commitment by us to maintain or continue to make the Virtual Goods or Virtual Currency or that offer available in the future. The scope, variety and type of Virtual Goods and Virtual Currency that you may obtain can change at any time and we have the right to manage, regulate, control, modify or remove Virtual Currency or Virtual Goods in our sole discretion if we consider any of this necessary for the ongoing operation of the Uncosoft Services or for other legitimate reasons, in which case we

will have no liability to you or anyone for the exercise of such rights. We will endeavour where possible to give you reasonable notice of any such changes and to explain the reasons why.

### **7.7. Can you refund purchases of Virtual Goods or Virtual Currency?**

#### **If you are resident in the European Union:**

Subject to the terms of any applicable device/platform via which you access the Uncosoft Services: you have the right to withdraw from a purchase of the Uncosoft Services, Virtual Goods and/or of Virtual Currency within 14 days of your purchase, without giving a reason. You hereby expressly acknowledge that you lose your right of withdrawal once the performance of our service has begun and your account is provided with access to the relevant Uncosoft Services, Virtual Goods and/or Virtual Currency. You agree that the supply of Uncosoft Services, Virtual Goods and/or Virtual Currency and the performance of services begins immediately after you complete your purchase. Therefore, once access to the Uncosoft *Services*, Virtual Goods and/or Virtual Currency has been enabled on your account, the contract has been fully performed by us.

#### **If you are resident elsewhere in the world outside the European Union (including the USA):**

Subject to the terms of any applicable device/platform via which you access the Uncosoft *Services*: all purchases are final, and no refunds will be made or returns accepted.

## **8. FEEDBACK OR SUGGESTIONS**

Feedback and suggestions are great (thank you!) but at our discretion without responsibility/liability.

You are welcome to give us feedback and suggestions to improve the Uncosoft Services – in such case you can contact us at [feedback.9pm.app](https://feedback.9pm.app). We appreciate your feedback and suggestions, but we may choose not to use or accept them at our discretion. In any event the feedback/suggestions will be received by us without any obligations or liability to you.

## **9. WARRANTIES AND LIABILITY**

We provide warranties (i.e. legally binding promises) about the Uncosoft Services, for example that we will take reasonable care regarding your use of the Uncosoft Services. We also explain a bit further how we are legally responsible to each other. We ask for certain legal protections from you (legally, this does not apply to EU users).

**9.1. Our warranties.** We represent and warrant that: (i) we have the right to enter into this Agreement and to grant you the licence to use the Uncosoft Services in section 2; (ii) we will take reasonable care regarding the Uncosoft Services and your use of it and (iii) we will use reasonable efforts to comply with applicable laws under this Agreement.

**9.2. Your warranties to us** You represent and warrant that you have the full power and ability to enter into this Agreement and will follow fully its terms. You also represent and warrant

that any User Generated Content, which you transmit via the Uncosoft Services does not infringe upon the intellectual property rights of any third party. You further represent and warrant that you will not use or contribute User Generated Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful or racist.

### 9.3. Limitation of liability

The following section does not apply to you if you are resident in the European Union or countries whose laws specifically prohibit the following liability limitations, but it does apply to you if you are resident in the USA.

(I) OUR DISCLAIMERS. EXCEPT AS WE HAVE SET OUT ELSEWHERE IN THIS AGREEMENT, UNCOSOFT AND ITS AFFILIATES, PARTNERS AND LICENSORS DISCLAIM ANY IMPLIED OR EXPRESS WARRANTIES OR REPRESENTATIONS REGARDING THE UNCOSOFT SERVICES. THIS INCLUDES WITHOUT LIMITATION ANY ALLEGATIONS OF: (I) NEGLIGENCE; OR

(II) LACK OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE; OR

(III) THE EXISTENCE OF ANY FAULTS OR ERRORS; OR (IV) INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE UNCOSOFT **SERVICES** ARE OTHERWISE PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WHICH MIGHT APPLY TO THE UNCOSOFT SERVICES, INCLUDING WITHOUT LIMITATION: IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE, FREEDOM FROM VIRUSES OR ERRORS OR DEFECTS, AND/OR ANY WARRANTIES AS TO THE ACCURACY, LEGALITY, RELIABILITY OR QUALITY OF ANY CONTENT OR INFORMATION CONTAINED WITHIN THE UNCOSOFT SERVICES. WE DO NOT WARRANT THAT THE UNCOSOFT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GAME WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(II) OUR LIABILITY LIMITATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNCOSOFT, ITS AFFILIATES, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR HARM OF ANY KIND ARISING FROM THE USE OR INABILITY TO USE OR ‘LOSS’ RELATING TO THE UNCOSOFT SERVICES. UNCOSOFT, ITS AFFILIATES, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY OTHER DAMAGES ARISING OUT OF OR CONNECTED WITH THE SAME. THIS INCLUDES IF YOU SUFFER DAMAGE BECAUSE YOU CANNOT USE THEM (EITHER TEMPORARILY OR PERMANENTLY). NONE OF THE ABOVE WILL BE AFFECTED IN ANY WAY EVEN IF UNCOSOFT OR ITS AFFILIATES, PARTNERS OR LICENSORS ARE AT FAULT (WHETHER THROUGH NEGLIGENCE, BREACH OF

CONTRACT, BREACH OF WARRANTY OR STRICT LIABILITY) AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(III) OUR LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE UNCOSOFT SERVICES OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S).

(IV) YOUR INDEMNITY TO US. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ON DEMAND UNCOSOFT, ITS AFFILIATES, LICENSORS AND PARTNERS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING LEGAL FEES, IN CONNECTION WITH: (1) ANY ALLEGED OR ACTUAL BREACH OF THIS AGREEMENT; (2) THE USE OF THE SERVICES BY YOU OR ANY PERSON ON YOUR BEHALF; (3) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPERTY OF UNCOSOFT AND/OR (4) YOUR USER GENERATED CONTENT. IF CLAIMS ARE BROUGHT AGAINST US, THEN YOU WILL COOPERATE FULLY WITH US AND WE RESERVE THE RIGHT TO TAKE OVER THEIR DEFENCE. YOU WILL NOT SETTLE ANY SUCH CLAIMS WITHOUT OUR PRIOR WRITTEN CONSENT.

(V) INJUNCTIVE RELIEF. YOU AGREE THAT ANY LOSS, DAMAGE OR HARM YOU SUFFER ARE NOT IRREPARABLE OR SUFFICIENT, AND OTHER REMEDIES WILL BE ADEQUATE, SUCH THAT YOU ARE NOT ENTITLED TO INJUNCTIVE OR OTHER EQUITABLE RELIEF AGAINST US.

(VI) Residents of California. If you reside in the state of California you are entitled to the following specific consumer rights information: you may contact the **Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the 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."**

## 10. TERMINATION

You can terminate this Agreement by stopping use of all Uncosoft Services. We may cancel or suspend (temporarily or permanently) your access to any and/or all of the Uncosoft Services if you seriously breach this Agreement.

10.1. ***When and how can you terminate this Agreement?*** You can terminate this Agreement by permanently stopping use of all Uncosoft Services at any time. Termination will not affect already existing rights or obligations of us or you.

10.2. ***When can we suspend or terminate your access to the Uncosoft Services?*** We may cancel or suspend (temporarily or permanently) your access to any and/or all of the Uncosoft Services if you material breach this Agreement, which includes but is not limited to a breach of this Agreement which is serious and/or which could cause real harm to the Uncosoft Services, other Uncosoft Services users, Uncosoft or other matters governed under this

Agreement. In particular, it applies to the Uncosoft Services rules we specify in section 4 above (for example, no cheating or account misuse). If we cancel or suspend your account in this way, we will use reasonable efforts to explain why we have done this and what (if anything) you can do as a result. Cancellation or suspension will include you losing access to Virtual Goods and Virtual Currency. If we cancel or suspend your account under this section, then we will not have any obligations or liabilities to you at all.

If Uncosoft decides itself to stop providing any Uncosoft Services permanently, then we will try to give you at least sixty (60) days' notice by posting an update on the applicable website. After that time period, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).

## 11. FORCE MAJEURE

If unforeseen events beyond your or our control take place, then neither of us will be liable to the other for any obligations which cannot be performed.

11.1. Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.

“*Force Majeure*” means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, fire, flood, or storm or default of suppliers or sub-contractors.

## 11. GOVERNING LAW

**Any legal questions / complaints / claims regarding this Agreement are under Irish law and jurisdiction for users all around the world except user's resident in the USA, who are under California law and jurisdiction.**

### **12.1. If you are resident in the European Union and elsewhere in the world (but not the USA):**

You and we agree that your use of the Uncosoft Services, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Ireland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Ireland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses. This does not exclude any mandatorily applicable rules or remedies which would be available to you in a legal claim brought under the law of your EU Member State of residence.

### **12.2. If you are resident in the USA:**



To the extent not covered by the Dispute Resolution and Arbitration language below, you and we agree that your use of the Uncosoft Services, and this Agreement, and any issues arising out of them, will be deemed to be entered into in San Francisco, California and governed by and interpreted according to the laws of the State of California, USA (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by you against Uncosoft to the extent not covered by the Dispute Resolution and Arbitration language below, will be made exclusively in state or federal court located in San Francisco, California, which will have subject matter jurisdiction regarding the dispute between you and us and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, you waive any rights to argue that the state and federal courts in San Francisco, California are an improper venue. In any legal claim under this Agreement, the side who wins will be entitled to its legal fees and expenses.

### 13. DISPUTE RESOLUTION AND BINDING ARBITRATION

If you have any concerns or issues you can contact us at [hello@uncosoft.com](mailto:hello@uncosoft.com). We hope we can resolve any complaints with you through informal dispute resolution.

13.1. If you have concerns or issues with us, we hope we can resolve them quickly and amicably – you can contact us at [hello@uncosoft.com](mailto:hello@uncosoft.com). However, we recognise that occasionally there might be legal disputes which are not so easily resolved. In this section we explain what happens if there is a legal dispute.

#### 13.2. **Informal dispute resolution:**

We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on where you live. If you are resident in the European Union, you may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

If we can't resolve a dispute with you informally, then this is what happens next.

**IMPORTANT:** if you live in the USA, this section involves both you and us agreeing to mandatory arbitration of any dispute between us.

#### 13.3. **Dispute resolution next steps: if you live in the European Union or elsewhere in the world (but not the USA):**

You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a claim against Uncosoft, you should address it to [hello@uncosoft.com](mailto:hello@uncosoft.com).

#### 13.4. **Dispute resolution next steps: if you live in the USA:**

##### 13.4.1. Arbitration:

We and you agree to resolve all disputes and claims between us in individual binding arbitration. This includes the rules for the arbitration: without limitation any claims arising from this Agreement, any part of the relationship between you and us or your use of the Uncosoft Services or other Uncosoft games, products and services. This section applies

whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

(Some explanatory notes from us: “arbitration” is a consensual dispute resolution process where both sides present their case to a neutral arbitrator (not a judge or jury). Arbitration is less formal than court litigation and it has less formal rules (which we talk about below). Just so we and you are clear: **by choosing arbitration you and we are giving up the right to have any dispute between us heard in court before a judge and/or jury.**) You and Uncosoft agree that any claim arising out of or related to the Uncosoft Services must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred. You agree that the provisions in this paragraph will survive any termination of your account or the Uncosoft Services.

#### 13.4.2. How to start an arbitration:

If either of us wants to commence arbitration, then they have to send the other side a written notice setting out the basis of the claim and what remedy the commencing side wants from the other side. A printed version of this Agreement and of any notice given in electronic form shall be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If you send a notice to us, please send by mail and by email. You or Uncosoft *may* bring an arbitration at any reasonable AAA location within the United States that is convenient for you.

#### 13.4.3. The rules for the arbitration:

The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where applicable, the AAA’s Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement (<http://www.adr.org>). The arbitrator will be bound by this Agreement.

The arbitration shall be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location. The arbitration hearing must commence within thirty (30) days from the appointment of the arbitrator, unless otherwise agreed to by you and Uncosoft. The AAA will only have power to arbitrate the dispute between you and us and not in relation to other people under this particular arbitration. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

If you seek US \$10,000 or less, Uncosoft agrees to reimburse your filing fee and your share of the arbitration costs (but not including any attorney’s fees or expert witness fees), including your share of arbitrator compensation, at the end of the arbitration, unless the arbitrator decides your claims are without merit or your costs are unreasonable. Uncosoft *agrees* not to seek its legal fees or costs in the arbitration unless the arbitrator determines your claims are without merit or your costs are unreasonable. If you seek more than US \$10,000 then the arbitration costs, including arbitrator compensation, will be split between you and Uncosoft

**according** to the AAA Commercial Arbitration Rules and the AAA's Supplementary Procedures for Consumer Related Disputes, if applicable.

13.4.4. What the dispute resolution and arbitration sections do not apply to:

The dispute resolution and arbitration requirements do not apply to claims or disputes brought by either you or us which relate to claims of intellectual property rights infringement or claims of unauthorised use, piracy, theft or misappropriation.

This section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

If you live in the USA or the rest of the world (but not the EU), you and we agree not to bring any class action or similar collective legal action against each other. We will resolve legal disputes with each other through the process outlined above.

### **13.5. Waiver of collective action remedies:**

To the maximum extent permitted by the national or state law applicable, you and we agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found illegal or unenforceable, you and Uncosoft agree that it will not be severable: this entire section will be deemed unenforceable and any claim or dispute will therefore be resolved in court.

## **14. OTHER LEGAL MATTERS**

This section sets out a few additional, hopefully self-explanatory rules about how this Agreement works legally. For example, this Agreement is just between you and us, we might be required to comply with law enforcement requests etc.

1. If any part of this Agreement is found not to be legally enforceable, this will not affect any other part of it;
2. This Agreement governs our relationship with you (and vice versa). It does not create any rights for anyone else;
3. Please remember that we are subject to various laws and we may be required to comply with law enforcement or other legal requirements, including import/export controls;
4. You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to the Uncosoft Services or this Agreement;

5. We can assign, subcontract or transfer this Agreement to a third party or another member of our group if necessary for the support of the Uncosoft Services, as part of any reorganisation or merger or for other business reasons. We will notify you if this happens;
6. No failure or delay by us or you to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us or you will preclude or restrict the further exercise of that or any other right or remedy; and
7. This Agreement does not create any exclusive relationship between us nor any partnership, joint venture, employment or agency.