

## 1. ABOUT THE END USER LICENCE AGREEMENT

**1.1 This Agreement.** This End User License Agreement (the “**Agreement**”) is a legally binding contract between you and United Label S.A., seated at Marszałkowska 126/134 Str., 00-008 Warsaw, Poland (“**United Label S.A.**”, or “**United Label**”, or “**UL**” for short).

This Agreement applies to UL’s video game “**Eldest Souls**”, including game keys/codes (“**ES**”, or the “**Game**” for short to cover all of these things).

**1.2 Acceptance.** This Agreement will be binding on you and UL once you download, install or use ES (whichever is sooner). If you do not agree to it, you are not permitted to download, install or use ES.

**1.3 Other Documents.** Please make sure you also read our: Privacy Policy which details UL’s collection, usage and protection of your personal information. This document is part of this Agreement and United Label may update it from time to time. You may also need to agree and follow terms and conditions of any digital distribution platforms which you use to download and play ES, such as Steam store, Playstation store or Xbox store, Nintendo etc.

## 2. AGE RESTRICTIONS AND CONTENT WARNING

**2.1 Age Restrictions.** ES has minimum age ratings (e.g., PEGI, ESRB, etc.) which may differ depending on where you are located and will be displayed when you purchase ES. You must only play ES if you are above such minimum age rating (PEGI – 16 years old, ESRB Teen). If you are above such minimum age rating and you are: (a) over 16 (or whatever is the age of adulthood in your country) – then welcome to ES; or (b) between 13–16 – before UL extends an equally warm welcome, please ask your parent or guardian to review and approve this Agreement on your behalf (please note in some countries people under a certain age cannot legally enter fully into contracts like this Agreement), plus they should supervise your use of ES. **Also please note if you are under 16 or the applicable minimum age rating in your country, you are not allowed to download, play or use ES.**

**2.2 Content Warning.** ES contains scenes and images of violence that some may find disturbing. If you are sensitive to such content or such content is a trigger for you, please be aware of this before you begin playing the Game.

## 3. USING ES

**3.1 License.** United Label S.A. grants you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable license to display, view, download, install, play and use ES on your personal computer, games console and/or other devices/platforms that are explicitly authorised by United Label S.A., depending on the particular device/system/platform you purchased the Game for. This license is for your personal use for entertainment purposes only (which means you are not authorized to give, ‘sell’, lend, gift, assign, sub-license or otherwise transfer the Game to someone else, or offer the Game for use in a commercial setting or establishment) and does not give you any ownership rights in ES.

**3.2 Seizure Warning.** ES may contain flashing lights and images, which may induce epileptic seizures. If you or anyone in your household has an epileptic condition, please consult your doctor before playing ES. If you experience dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions while playing, immediately discontinue use and consult your doctor.

## 4. MINIMUM REQUIREMENTS AND MONITORING

**4.1 Minimum Requirements.** ES has minimum requirements depending on your chosen device/system/platform, which you will be notified of on the applicable ES store page. Please make sure you meet these requirements before purchasing the Game. There is no DRM or copy-protection of any kind in ES, but some device/system/platform manufacturers use security technology which is outside of our control.

**4.2 Monitoring.** In order to improve your in-Game experience, prevent things prohibited by section 7 below, protect the integrity of ES, and enforce this Agreement, UL may deploy in-Game services that communicate with external server when you use ES. You can find more details about this in United Label Privacy Policy.

## 5. PATCHES, UPDATES AND CHANGES

UL may (but is not obliged to) patch, update or change ES over time (e.g., to add or remove features, to resolve software bugs or to balance the Game). This will result in mandatory and/or automatic updates and older, non-updated versions may become unusable over time. United Label needs these rights in order to keep ES running efficiently and thus UL reserves the right to do this without notice or liability to you.

## 6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

**6.1 ES Ownership.** As between you and United Label S.A., ES, including its visual components, characters, storylines, artwork, animations, designs, items, music and sound effects, dialogue, 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 (as defined below) and other legal and exploitation rights regarding them, are either owned by United Label S.A. or licensed to United Label S.A. from third parties. All rights in ES are reserved by United Label except as otherwise set forth in this Agreement. You may not use or exploit any part of ES except for your personal entertainment use, as explained in this Agreement. ES and its Intellectual Property Rights are protected by copyright, trademark and other intellectual property laws worldwide.

**“Intellectual Property Rights”** means any and all rights in or to works of the intellect, whether tangible or intangible works, as recognized anywhere in the world, which rights include but are not limited to copyright, trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, rights in characters, rights in get-up, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in computer software (including source code and object code), moral rights, author rights, privacy 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 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.

**6.2 Third Party Property.** United Label S.A. respects the intellectual property rights of others. If you believe that your work has been infringed in or via ES, please contact UL via [office@unitedlabelgames.com](mailto:office@unitedlabelgames.com).

## 7. RULES FOR USING ES

There are some more rules to follow if you want to play ES. United Label strongly asks you to read the rules below since failure to follow them will be considered a 'material breach' of this Agreement, which could lead to suspension and/or termination of your access to ES. In particularly serious cases UL retains the right to prohibit your future access to ES and UL's other games and/or services, and to pursue any other remedies that may be available under applicable law.

These rules are:

- a) Personal Enjoyment.** You are authorized to use ES for your personal enjoyment only and not for any commercial purposes. The exception to this is any income you make through advertisement when publishing Let's Plays and similar content on Youtube and other, similar platforms.
- b) Applicable Law.** You must comply with all applicable laws and regulations when using ES.
- c) No Transfer.** Do not attempt to copy, rent, buy, sell, lend, share, lease, sublicense, transfer, distribute, publish or publicly display ES or any of your rights under this Agreement in any way not expressly authorised under this Agreement. Also do not steal or misappropriate Game keys/codes (all of which remain our property). If you are concerned that any of this has happened to you, contact [support@unitedlabelgames.com](mailto:support@unitedlabelgames.com).
- d) Technical Misuse.** Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble ES unless you are specifically allowed by applicable law.
- e) Hacking and Cheating.** Do not create, use, make available and/or distribute cheats. By cheats we mean things like exploits, automation software, robots, bots, hacks, spiders, spyware, scripts, trainers, extraction tools or other software that interact with or affect ES in any way (including any unauthorised third party programs that collect information about ES by reading areas of memory used by ES to store information).
- f) United Label S.A. Services.** Do not interrupt or interfere with United Label S.A. services like customer or technical support or impersonate United Label S.A. staff.
- g) United Label S.A. IT Systems.** Do not interfere with, disrupt or access restricted areas of United Label S.A. 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 United Label S.A. software, through protocol emulation, or through creation or use of private servers or any analogous services regarding ES.
- h) Data Mining.** Do not intercept, mine or otherwise collect personal or confidential data or information from ES.
- i) Names.** Do not use 'United Label S.A.', 'Eldest Souls' or other CI Games Capital Group or UL's products names or logos or trademarks for any purposes without a separate agreement entered into by you and the applicable CI Games Group entity. The exception to this is when you publish Let's Plays and similar content on Youtube or other, similar platforms. "**CI Games Capital Group**" means CI Games spółka akcyjna with its registered office in Warsaw and its subsidiaries.
- j) Infringing Content.** Do not do anything in connection with ES that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other rights.
- k) Malicious Code.** Do not 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 ES.
- l) Geographic Restrictions.** You are obliged to follow any applicable geographic or regional, language or location-based restrictions, requirements or rules in your territory regarding ES.

**m) Polite behaviour.** Do not do or say anything or use ES in any way that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory, personally threatening, obscene, or otherwise offensive or illegal.

## **9. FEEDBACK AND CRASH REPORTS**

**9.1 Feedback.** United Label does appreciate community feedback, so if you want to share your experience just contact the UL's support team at [support@unitedlabelgames.com](mailto:support@unitedlabelgames.com). Please remember that UL may choose not to use or accept player suggestions. United Label cannot accept any responsibility or liability for them and, if UL does somehow incorporate a suggestion or something similar to it into or around the Game, UL is not in any way obliged to reimburse or compensate you (financially or otherwise).

**9.2 Crash Reports.** If something goes wrong with ES, UL may ask you to send a crash log report in order to improve the Game code for future use. These reports are optional and may include some personal data (for more information, please see UL's Privacy Policy - <https://www.unitedlabelgames.com/privacy-policy.pdf>). Crash log reports will become property of United Label upon submission.

## **10. WARRANTIES**

**10.1 UL's Warranties.** UL warrants that: (a) it has the right to enter into this Agreement and to grant you the license to use ES as described in section 3.1 above; (b) UL will take reasonable care with ES and your use of it; and (c) UL will use reasonable endeavors to comply with all applicable laws in performing UL's obligations to you under this Agreement.

**10.2 Your Representations and Warranties.** You represent and warrant that you have the full power and ability to enter into this Agreement and will fully follow its terms.

## **11. LIABILITY**

This section ("**Liability**") 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 elsewhere, including in the United States of America.

**11.1 UL's Disclaimers.** You use ES at your own risk. Except as United Label has set out elsewhere in this Agreement, United Label S.A. and its affiliates, partners and licensors disclaim any implied or express warranties or representations regarding ES.

ES is provided to you on an "as is", "as available" basis without warranties or representations of any kind, express or implied, and UL is not liable for any loss, damage or harm of any kind arising from your use of or inability to use ES. To the fullest extent permitted by applicable law, UL disclaims all warranties, express or implied, which might apply to ES, including: implied warranties of title, non-infringement, continuous operation, 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 ES. UL does not warrant that ES will be uninterrupted or error-free, that defects will be corrected, or that the Game will be free of viruses or other harmful components.

**11.2 UL's Liability Limitation.** To the maximum extent permitted by applicable law, United label S.A. and its affiliates, partners and licensors shall not be liable to you for any loss of profits, charges or expenses, loss of data or any corruption or loss of information or any loss of business opportunity or any special, indirect, punitive, exemplary or consequential loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence, breach of statutory duty, breach of contract, breach of warranty or strict liability), misrepresentation, restitution or otherwise

whether or not the relevant party has been advised of the possibility of such damage.

**11.3 UL'S LIABILITY CAP.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UNITED LABEL S.A. AND ITS AFFILIATES', PARTNERS' AND LICENSORS' TOTAL LIABILITY TO YOU IN CONNECTION WITH ES OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID UNITED LABEL S.A. (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S). THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THIS AGREEMENT.

**11.4 Your Indemnity to UL.** You agree to indemnify and hold harmless on demand United Label S.A., its affiliates, licensors and partners (and keep them indemnified and held harmless) from all damages, liabilities, claims and expenses, including legal fees, in connection with: (a) any alleged or actual breach of this Agreement by you; (b) the use of ES by you or any person on your behalf; and/or (c) infringement of United Label S.A.'s, its affiliates', licensors' and partners' Intellectual Property Rights. If claims are brought against United Label, then you will cooperate fully with UL and United Label hereby reserves the right to take over and conduct their defense. You will not settle any such claims in whole or in part without UL's prior written consent.

**11.5 Injunctive Relief.** You agree that any loss, damage or harm you suffer is not irreparable, and other remedies will be adequate, such that you are not entitled to injunctive or other equitable relief against United Label S.A., its affiliates, licensors and partners.

**11.6 Waiver of Right to Class Action Relief.** You hereby waive your right to serve as a representative, as a private attorney general, or in any other representative capacity, and/or to participate as a member of a class of claimants, in any lawsuit filed against United Label and/or related third parties arising out of the Game and your experience with the Game.

**11.7 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 favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **12. TERMINATION**

**12.1 Your Termination Rights.** You can terminate this Agreement by permanently stopping use of ES at any time. Termination will not affect already existing rights or obligations of either party (i.e. you or UL).

**12.2 UL's Termination Rights.** United Label may suspend or terminate your access to ES if you materially breach this Agreement, which includes a breach which in the sole determination of United Label is serious and/or which could cause harm to ES, United Label S.A. and its affiliates, licensors and partners. In particular, it applies to the ES rules that are specified in section 7 above. UL will try where reasonably possible to contact you to explain why UL has suspended or terminated your access to the Game and what (if anything) you can do as a result. If UL suspends or terminates your access to ES under this section, then UL will not have any obligations or liabilities to you at all, including but not limited to any obligation to refund the price you paid for the Game.

**12.3 Stopping ES.** If for any reasons, United Label has to stop providing access to ES (in whole or in part – e.g., on a particular platform, etc.) permanently and not because of any breach by you, where reasonably possible, UL will try to give you at least one hundred and twenty (120) days advance notice by posting a note on UL's website (i.e. <https://www.unitedlabelgames.com/>). In this

case, United Label will not have any future obligations or liabilities to you. This does not affect any pre-existing obligations or liabilities.

### **13. FORCE MAJEURE**

Neither you nor United Label 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 actions such as but not limited to actions 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, pandemics (e.g., COVID-19), fire, flood, or storm, unavailability of transportation, or default of suppliers or sub-contractors.

### **14. GOVERNING LAW**

14.1 If you are resident in the European Union and elsewhere in the world (but not the United States of America): You and United Label agree that your use of ES, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Poland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Poland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses.

**14.2 If you are resident in the United States of America:** The Dispute Resolution and Binding Arbitration language in section 15 below will govern and control resolution of any disputes between you and United Label in connection with the Game.

### **15. DISPUTE RESOLUTION AND BINDING ARBITRATION**

**15.1 Disputes.** If you have concerns or issues with United Label, UL hopes both parties can resolve them quickly and amicably through the ES legal support service accessible at [contact@unitedlabelgames.com](mailto:contact@unitedlabelgames.com). However, please be aware that occasionally there might be legal disputes which are not quickly or amicably resolved.

**15.2 Informal Dispute Resolution.** You and United Label both agree to make reasonable and good faith efforts to resolve any dispute between them informally. This dispute resolution period shall last thirty (30) days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on place of your residence. 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 <https://ec.europa.eu/consumers/odr/>.

**15.3 Dispute Resolution Next Steps** (if you live in the European Union or elsewhere in the world, but not the United States of America). You and United Label have the legal right to commence legal claims against each other if one party considers it necessary. If you bring a claim against United Label S.A., you should send a physical copy by Federal Express, DHL, or similar express courier service to “United Label S.A., Attention: Legal Counsel, Marszałkowska 126/134, 00-008, Warsaw, Poland” as well as a digital copy to [contact@unitedlabelgames.com](mailto:contact@unitedlabelgames.com).

**15.4 Dispute Resolution Next Steps** (if you live in the United States of America). You and United Label agree to resolve all disputes and claims between the parties by non-binding mediation and, failing that, in individual binding arbitration. This includes without limitation any claims arising from this Agreement, and/or any part of the relationship between you and United Label S.A. You and UL agree that any claim arising out of or related to ES must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred. This section applies whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal or equitable doctrine.

**“Mediation”** means a consensual non-binding dispute resolution process where each party privately presents its position to a neutral fact-finder agreed upon by the parties, who serves as a go-between and negotiator between the parties in an attempt to find common ground and a resolution to the dispute.

**“Arbitration”** means a consensual dispute resolution process where both sides present their case to a single neutral arbitrator (who is a retired judge). Arbitration is less formal than court litigation and it has fewer formal rules (which we talk about below). By choosing arbitration the parties are giving up the right to have any dispute between them heard in court (before a judge and/or jury). You agree that the provisions in this paragraph will survive any termination of your access to ES.

**How to start an arbitration:**

Any dispute, claim or controversy, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator who is a retired judge. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The parties shall each pay one-half of the arbitration fees. Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. Sections 1-16). No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by this Agreement or the applicable statute of limitations.

A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator’s appointment or decision on the merits of the dispute. Discovery in the arbitration shall be subject to the following terms: (i) the parties shall be limited to serving two sets of requests for documents; the initial set of document requests served by each party may contain no more than twenty (20) requests; the second set of document requests served by each party may contain no more than ten (10) requests; (ii) there shall be production of electronic documents only from sources used in the ordinary course of business; (iii) there shall be no interrogatories or requests to admit; (iv) each party may take four (4) discovery depositions, with each deposition to consume no more than seven (7) hours.

The evidentiary hearing on the merits is to commence within 150 days of the service of the arbitration demand. The arbitrator shall issue a reasoned decision. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including attorneys’ fees and costs. Judgment on the award may be entered in any court having jurisdiction, and the parties expressly consent to the jurisdiction of any state or federal court located in Los Angeles, California for entry of judgment on the award. The arbitration proceedings and arbitrator’s award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management.

If either party wants to commence arbitration, then the initiating party must send the other side a written notice setting out the basis of the claim and what remedy the initiating party is seeking 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 United Label, please send by mail to: United Label S.A., Marszałkowska 126/134, 00-008, Warsaw, Poland and by email to [contact@unitedlabelgames.com](mailto:contact@unitedlabelgames.com).

**15.6 Class Actions Waiver.** To the maximum extent permitted by the national or state law applicable, you and United Label 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 fullest extent permitted by law: (a) no arbitration shall be joined with any other; (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) 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 United Label 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.

## 16. MISCELLANEOUS

**16.1 Severability.** If any part of this Agreement is found not to be legally enforceable, this will not affect any other part of it.

**16.2 No Third Parties.** This Agreement governs the relationship between you and United Label (and vice versa). It does not create any rights for anyone else unless explicitly stated otherwise in this Agreement.

**16.3 Other Laws.** United Label S.A. is subject to various laws and thus may be required to comply with law enforcement or other legal requirements, including import/export controls. You and UL agree that the UN Convention on Contracts for the International Sale of Goods does not apply to ES or this Agreement.

**16.4 Transfer.** United Label S.A. can assign, subcontract or transfer this Agreement to a third party or another member of CI Games Capital Group if necessary for the support of ES, as part of any reorganisation or merger or for other business reasons. UL will notify you if this happens.

**16.5 Delay.** No failure or delay by you or United Label 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, unless explicitly stated otherwise in this Agreement. No single or partial exercise of such right or remedy by you or UL will preclude or restrict the further exercise of that or any other right or remedy.

**16.6 Entire Agreement.** This Agreement, together with the other documents referred to within it, constitutes the entire agreement between you and United Label regarding this Agreement and supersede any earlier oral or written agreements.

## 17. AMENDMENTS TO THIS AGREEMENT

**17.1 Changes.** United Label S.A. may change this Agreement if it is necessary in UL's opinion (e.g., for legal reasons or to reflect changes in ES). If so, UL will make the amended Agreement available online and make reasonable efforts to tell you about it.

**17.2 Binding Date.** Once the Agreement is amended, it will become legally binding on you thirty (30) days after it is posted online. During that period, you may always contact United Label at [contact@unitedlabelgames.com](mailto:contact@unitedlabelgames.com) if you have specific questions about the amendments. If you do not



agree to those changes (regardless of whether you email UL), then United Label will have to ask you to cease using ES.

Last updated 27th August, 2021