

Terms of Service

2 months ago Updated

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Overview:

1. These are legally binding rules for The Witcher: Monster Slayer (TWMS) and related products.
2. You are given a personal, limited right to access and play TWMS (but SPOKKO owns TWMS).
3. There are rules regarding what you can/cannot do with TWMS (e.g. be safe, don't cheat, be nice, don't spoil the enjoyment of others).
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. SPOKKO's Privacy Policy explains what information is collected to provide you with access to TWMS and how it's protected. Our Fan Content Guidelines explain what stuff you can make regarding TWMS (e.g. fan art, community sites).

OK, that's done. Hello! We are SPOKKO and we are part of CD PROJEKT Capital Group. We have created these TWMS Terms of Service (or "Agreement" for short) to explain what you can (and cannot) do with TWMS. We put it together as simply as we legally can, with some informal short summaries to help you understand what it means. However, the full text wording is what is important/binding legally.

FULL TEXT	QUICK SUMMARY
1. ABOUT THIS AGREEMENT	
<p>1.1 This Agreement is a legally binding contract between you and SPOKKO sp. z o.o. (further: "SPOKKO" or "we"). We are seated at ul. Jagiellońska 74; 03-301, Warsaw, Poland. This Agreement applies to our video game, The Witcher: Monster Slayer (TWMS), any game key or code giving you access to it or any parts of it, TWMS Virtual Goods and Virtual Currency (defined below), plus any and all official products and services related to TWMS, including (but not limited to) user accounts, customer and technical support, plus official forums, wikis, blogs and social media services (we will refer to "TWMS" to cover all these things). This Agreement will be binding on you and us once you download, install or use TWMS. If you do not agree to it, please do not use TWMS.</p>	<p>This document explains what TWMS is and how you can use it. We have included a short, informal summary of these requirements to make it easier for you. However, it is the full version which is legally</p>

Important: please also make sure you read our Fan Content Guidelines and SPOKKO Privacy Policy, which are binding to you if you play TWMS.	<p>binding.</p> <p>This Agreement covers TWMS only and applies only to the users playing on mobile platforms.</p> <p>If you want to play TWMS, make sure you have read our Fan Content Guidelines and SPOKKO Privacy Policy (links opposite).</p>
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2. A SPECIAL NOTE ABOUT MINORS

<p>2.1 If you are over 18, then welcome to TWMS! If you are between 16 and 18 before we extend an equally warm welcome, please ask your parent(s) or guardian(s) to review and approve this Agreement on your behalf (because in some countries people under a certain age cannot legally enter fully into contracts like this Agreement), plus they should supervise your use of TWMS. TWMS has age ratings, which will be displayed when you purchase the game. We are sorry to say this, but if you are under 16 you are not allowed to download, play or otherwise access TWMS.</p>	<p>TWMS is a 16+ video game. If you are not yet 18 years old, first, you've got a lot to look forward to, but you'll need parental/guardian approval to use TWMS. We know it sounds kind of silly – no, it is not our own invention, but actually a legal requirement.</p>
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3. USING TWMS

<p>3.1 Although it may sound strange since TWMS is free to play, we need to give you permission to play it! Therefore, SPOKKO gives you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to display, view, download, install, play and use TWMS on authorized 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 TWMS.</p>	<p>You have the personal right to play TWMS. We would love for you to invite your friends to play too – but just remember they'll need to install TWMS on their own devices!</p>
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4. USER ACCOUNTS

<p>4.1 User accounts needed for some features. You do not need to create a user account in order to play TWMS. However please bear in mind that some features may be unavailable without a user account. In particular, you will need a user account to save your game progress in the cloud to play on other devices.</p>	<p>You don't need a user account to play TWMS, but you will need one if you want to save your game</p>
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Specific rules concerning playing on respective mobile platforms are described in point 18 below.

4.2 Protecting user accounts. You are responsible for protecting your user account and for your account activities. In particular, keep your password secure! In order to protect TWMS, TWMS users and ourselves, SPOKKO reserves the right if really necessary to reject any user account if it would breach this Agreement or other legal rules linked to in this document.

progress in the cloud and to play on other devices. So it's probably handy to set one up!

See point 18 below for special rules regarding your mobile platform.

5. MINIMUM REQUIREMENTS AND MONITORING

5.1 Minimum requirements. TWMS will have minimum requirements depending on your chosen platform, which you will be notified of. Please make sure you meet these requirements before downloading the game! To play TWMS you will need Internet access, too (which is your responsibility to obtain and maintain). There is no DRM of any kind in TWMS.

TWMS will have minimum requirements depending on the platform you use.

5.2 Monitoring. In order to prevent cheating and other things prohibited by Section 8 below and to protect the integrity of TWMS and enforce this Agreement, SPOKKO may deploy anti-cheat and/or other software tools that run in the background of your device or related devices/peripherals when you use TWMS.

To keep TWMS fun and fair we might need to implement some anti-cheat tools / software.

6. PATCHES, UPDATES AND CHANGES

6.1 We may patch, update or change TWMS over time (for example to add or remove features, to resolve software bugs or to balance the game or adjust the game economy), which will result in mandatory and/or automatic updates (older, updated versions may become unusable over time as a result). As part of these patches, updates or changes, we may need to impose limits on, or remove/restrict access to, certain game features (without notice or liability). We need these rights in order to keep TWMS running efficiently.

From time to time we may patch, update or change how TWMS works, in order to keep it running efficiently and fun to play! Keep an eye out!

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

7.1 TWMS ownership. TWMS, including (but not limited to) its 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 SPOKKO or we license them from CD PROJEKT S.A. (further: "CD PROJEKT RED") or other third parties. All rights in TWMS are reserved except as we have explained in this Agreement. You may not use or exploit any part of TWMS except as explained in this Agreement. TWMS and its Intellectual Property Rights are protected by copyright, trademark and other intellectual property laws worldwide.

TWMS is the owned/licensed property of SPOKKO. Enjoy it, but please behave and do not cause trouble.

7.2 "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.

7.3 Third party property. SPOKKO respects the intellectual property rights of others. If you believe that your work has been infringed in or via TWMS, please contact us via legal@spokko.com.

8. RULES FOR USING TWMS

There are some more rules to follow if you want to play TWMS, including (but not limited to) our Fan Content Guidelines. Please read the rules below and the Fan Content Guidelines 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 cancellation or suspension of your access to TWMS. In particularly serious cases we retain the right to prohibit your future access to the game.

Here are the rules:

1. Personal enjoyment. Only use TWMS for your personal enjoyment and not for any commercial or political purposes.
2. Responsible play. Be aware of your surroundings while playing TWMS, keep yourself and others safe and healthy. Do not use TWMS to violate any law, rule or regulation, in particular do not trespass, damage property, cause any distress to others or encourage others to do so, and do not engage in any activity that may result in injury, death, property damage or liability of any kind. Your use of TWMS is at your own risk; to the maximum extent permitted by applicable law, SPOKKO, its affiliates, partners and licensors disclaim all liability related to any injury, death or property damage that may occur during your use of TWMS.
3. Restricted access. Do not attempt to copy, rent, sell, lend, lease, sublicense, distribute, publish or publicly display TWMS, Virtual Currency, Virtual Goods or your user account or any of your rights under this Agreement to any other party in any way not expressly authorized under this Agreement.
4. Technical misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble TWMS unless you are specifically allowed by applicable law.
5. Hacking/griefing. Do not hack, harm, grief, harass, threaten or misuse TWMS, other TWMS users, SPOKKO or CD PROJEKT RED products, games, services, community members or staff.
6. 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 TWMS in any way (including, without limitation, any unauthorized third party programs that intercept, emulate, or redirect any communication between SPOKKO or its

TWMS is here for your personal enjoyment – please use it for this purpose only. Please don't hack the game. Being nice and kind to each other while we game together is the right thing to do!

partners and TWMS and/or any unauthorized third party programs that collect information about TWMS by reading areas of memory used by TWMS to store information). Do not cause or take deliberate and repetitive advantage of bugs. We remind you of the serious consequences of cheating (see section 8 above).

7. Account misuse. Do not share, 'buy', 'sell', transfer, gift, lend, steal or misappropriate user accounts or TWMS access keys/codes (all of which is our property). If you are concerned that any of this has happened to you, contact SPOKKO customer support at

8. Power-lelling. Do not request/perform in-game services for others like power-lelling or boosting, whether or not in exchange for payment (real money or otherwise) from others.

9. No advertising. Do not communicate or facilitate any commercial advertisement, promotion, spam or unsolicited messages through TWMS.

10. SPOKKO or CD PROJEKT RED services. Do not deliberately or maliciously interrupt or interfere with SPOKKO or CD PROJEKT RED services like customer or technical support or impersonate the staff.

11. Interfering with servers. Do not interfere with or disrupt SPOKKO, CD PROJEKT RED, or third party network software or servers, including via tunneling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with SPOKKO or CD PROJEKT RED software, through protocol emulation, or through creation or use of private servers or any analogous services regarding TWMS.

12. Accessing servers. Do not access or attempt to access areas of TWMS or TWMS servers that have not been made available to the public.

13. Data mining. Do not intercept, mine or otherwise collect data or information from TWMS using unauthorized third-party software.

14. Accounts and virtual content. Only use user accounts, Virtual Goods or Virtual Currency (defined below) for their intended purpose.

15. Broadcast/events. You can broadcast, publicly perform or stream TWMS or run any events, competitions, tournaments or leagues regarding TWMS or host TWMS games as long as it is permitted by our Fan Content Guidelines (which as a quick reminder permits non-commercial activities – see the link for more details).

16. Names/trademarks. Do not use "SPOKKO", "CD PROJEKT RED", "THE WITCHER" or other CD PROJEKT Group names or logos or trademarks for any unauthorized purposes.

17. Infringing Content. We ask you not to do anything in connection with TWMS that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others.

18. 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 TWMS.

19. Geographic/regional restrictions. We ask you to follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding TWMS.

20. Be nice! 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 applies especially in any communications between users. Do not spoil the experience of other players by unsportsmanlike or otherwise inadequate behaviour. Be nice to each other and play fair, please!

9. SHARED USER CONTENT AND COMMUNITY TWMS CONTENT

9.1 Shared User Content. TWMS may give you the ability to share content in-game (for example to share text, photos or links with users) – we will call this “Shared User Content”. Note this is different to stuff which you can make using TWMS assets (see our “Fan Content” section for more about that). If you do share Shared User Content, then it is at your responsibility and risk. SPOKKO has the right (but not the obligation) to check and remove any inappropriate or illegal Shared User Content. But to be clear: SPOKKO does not assume any responsibility or liability for Shared User Content. As far as we and you are concerned, you own any Shared User Content you created, but we need you to give us certain rights over it so that we can actually transmit it via TWMS. So, when you make your Shared User Content available through TWMS 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 Shared User Content in connection with TWMS.

9.2 Fan Content. Please refer to our Fan Content Guidelines for information on how you can make community-generated TWMS content and do related TWMS stuff like make fan art or websites or blogs, create videos/streams/Let’s Plays or run TWMS events.

If you share content in-game via TWMS (e.g. sending links), it’s your responsibility. So keep it clean.

See our fan content guidelines to learn how you can help make cool stuff using TWMS assets (like community sites or Let’s Plays).

10. VIRTUAL CURRENCY AND GOODS

10.1 How to use Virtual Goods and Virtual Currency. TWMS allows you to purchase virtual, in-game digital items and content including but not limited to cosmetic and in-game enhancements, campaigns and other downloadable content (“Virtual Goods”). You may at our discretion be able to buy certain Virtual Goods with “real world” money, or virtual currencies such as ‘ingredients’ (which you can earn by playing the game), ‘items’ (which you can earn through the TWMS in-game crafting system and/or also by playing the game) or ‘Gold’ (which you can purchase with “real world” money (we will refer to them together as “Virtual Currency”). Only TWMS users can use Virtual Goods and Virtual Currency.

10.2 Payments. As SPOKKO is the entity which provides you with TWMS, but you access the game through a specific platform, any content purchased in an in-game store will be purchased from SPOKKO through your platform’s operator and may be subject to legal documents presented to you by the respective operator. You agree to the pricing, payment and billing policies applicable to them, as notified to you at the time of purchase. All prices are visible in the in-game store. They’re inclusive of legally applicable sales taxes/VAT. You can pay using payment methods supported by your chosen platform. You are responsible for ensuring that you have authorization to use any chosen payment method, which includes obtaining account-holder/parent/guardian approval if applicable. You are responsible for ensuring that this authorization is maintained at all material times. Keep your payment details secure. 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.

You can buy cool stuff like in-game enhancements and new campaign content. There are some legal rules for them. Although very shiny and valuable in-game, none of these things have a “real world” monetary value – please do not try to buy or sell this stuff to other players!

There are a number of rules regarding virtual items/currency use, which we are required to have for our protection and for yours (see opposite).

10.3 Legal requirements. 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 TWMS). 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-sublicensable, revocable licence to use such Virtual Goods and Virtual Currency solely for your personal entertainment and non-commercial use in TWMS only. You have no property interest or right or title in any Virtual Goods or Virtual Currency, which remain SPOKKO's property. SPOKKO reserves the right to reverse, change or amend Virtual Goods or Virtual Currency transactions or other matters if necessary to protect TWMS or to enforce this Agreement.

10.4 Limits. In order to protect TWMS, TWMS users and to stop fraud, SPOKKO may impose limits on use of Virtual Goods and Virtual Currency (including transaction limits and balance amounts).

10.5 Expiry. 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.

10.6 Virtual Goods/Currency may 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 TWMS 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 endeavor where possible to give you reasonable notice of any such changes and to explain the reasons why.

10.7
Refund rights.

If you are resident in the European Union:

You have the right to withdraw from a purchase of TWMS, Virtual Currency and/or Virtual Goods 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 Virtual Goods and/or Virtual Currency. You agree that the supply of Virtual Goods and/or Virtual Currency and the performance of services begins immediately after you complete your purchase. Therefore, once access to the Virtual Goods and/or Virtual Currency has been enabled on your account, the contract has been fully performed by SPOKKO.

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

All purchases are final and no refunds will be made or returns accepted, except where required by statutory laws.

<p>Neither this nor any other part of this User Agreement affects your statutory rights. In other words, your local laws, such as acts on protection of consumer rights, may provide you with additional rights that cannot be limited or waived by this User Agreement.</p> <p>In particular:</p> <p>a) For Australian Users: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.</p> <p>b) For New Zealand Users: Neither this nor any other part of this User Agreement excludes, restricts or modifies the application of any right or remedy that cannot be so excluded, restricted or modified including those conferred by the New Zealand Consumer Guarantees Act 1993. Under this Act are guarantees which include that goods and services are of acceptable quality. If this guarantee is not met there are entitlements to have the software remedied (which may include repair, replacement or refund). If a remedy cannot be provided or the failure is of a substantial character, the act provides for a refund.</p>	
11. FEEDBACK OR SUGGESTIONS	
<p>11.1 TWMS is a game inspired by player feedback, and we would love to hear from you about your experience - just contact the support team via [•]. However, we wouldn't be the legal department, if we hadn't included a disclaimer, would we? While writing to us, please remember that we may choose not to use or accept player suggestions and, should we do somehow incorporate a suggestion into the game, we are not in any way obliged to reimburse you financially (or in any other fashion).</p> <p>Moreover, if sometimes something goes wrong with the game, SPOKKO may ask you to send a crash log report in order to improve the game code for future use. These reports may include some personal data (for more information, please see our Privacy Policy).</p>	<p>It's cool to send us feedback and suggestions about TWMS. Thank you! However please don't be disappointed if we don't use them or reward you for them. This does not mean we do not appreciate it.</p> <p>If something does not work in the game (hopefully not!) we may ask you to send us a crash log report</p>

so we can improve the game for the future. These are super helpful to see, so send away!

12. THIRD PARTY CONTENT AND EXTERNAL SERVICES

12.1 You might get links from us to third party websites or content through TWMS. You may also access TWMS through different platforms and devices. Using them is up to you – we cannot promise they will work, what they will be like or if they are free. Our partner platforms may be subject to their own legal terms, compliance with which is your sole responsibility. They may also offer complementary features to TWMS (such as digital money wallets) – again, this is a matter solely for you and them.

If you click on a link that takes you outside of our little kingdom = we cannot look after you anymore. Your devices, your responsibility. All we can offer are our best wishes!

13. WARRANTIES AND LIABILITY

13.1 Our warranties. We warrant that: (i) we have the right to enter into this Agreement and to grant you the licence to use TWMS in section 3; (ii) we will take reasonable care with TWMS and your use of it and (iii) we will use reasonable endeavors to comply with applicable laws in performing our obligations to you under this Agreement.

We make binding promises (called 'warranties') about TWMS, for example that we will take reasonable care regarding your use of TWMS. We also explain a bit further how we are legally responsible to each other.

13.2 Your representations and warranties. You represent and warrant that you have the full power and ability to enter into this Licence Agreement and will follow fully its terms. You also represent and warrant that any Shared User Content, which you transmit via TWMS does not infringe upon the intellectual property rights of any third party. You further represent and warrant that you will not use or contribute Shared User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful or racist.

If you are outside the EU: We are not responsible to you for how TWMS works and we do not make any legally binding promises to you about them generally. We also limit our liability to you and ask you to "indemnify" us (which basically means to financially compensate us) if you breach the Agreement.

13.3 Limitation of liability

This 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, SPOKKO and our affiliates, partners and licensors disclaim any implied or express warranties or representations regarding TWMS. 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. TWMS is 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 TWMS, 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

These provisions do not apply if you live in the EU or other applicable countries.

warranties as to the accuracy, LEGALITY, reliability or quality of any content or information contained within TWMS. We do not warrant that TWMS 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, SPOKKO, 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 TWMS. SPOKKO, 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 TWMS (either temporarily or permanently). None of the above will be affected in any way even if SPOKKO 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 TWMS 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 SPOKKO, 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 TWMS by you or any person on your behalf; (3) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPERTY OF SPOKKO OR CD PROJEKT RED; and/or (4) YOUR SHARED USER 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."

14. TERMINATION

14.1 Your termination rights. You can terminate this Agreement by permanently stopping use of TWMS at any time. Termination will not

You can terminate this Agreement

<p>affect already existing rights or obligations of us or you.</p> <p>14.2 Our termination rights. SPOKKO may cancel or suspend your access to TWMS if you materially 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 TWMS, TWMS users, SPOKKO, CD PROJEKT RED or other matters governed under this Agreement. In particular, it applies to the TWMS rules we specify in section 8 above (for example, no cheating or account misuse). If SPOKKO cancels or suspends your account in this way, SPOKKO will try reasonably to contact you 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 SPOKKO cancels or suspends your account under this section, then we will not have any obligations or liabilities to you at all.</p> <p>14.3 Stopping TWMS. It seems very unlikely, but if SPOKKO has to stop providing access to TWMS permanently (not because of any breach by you), SPOKKO will try to give you at least one hundred and twenty (120) days advance notice by posting a note on [•]. In this case, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).</p>	<p>simply by stopping playing TWMS for good.</p> <p>If you seriously breach this Agreement you may lose access to TWMS (temporarily or permanently).</p> <p>If in the very unlikely situation we have to stop running TWMS, we'll try to give you advance notice.</p>
<h2>15. FORCE MAJEURE</h2>	
<p>15.1 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.</p> <p>"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.</p>	<p>If unforeseen events beyond your or our control occur (war, earthquake, gigantic flood, alien attack, Godzilla, etc. – ok, the last two are jokes), then neither of us will be liable to the other for any obligations, which can't be performed.</p>
<h2>16. GOVERNING LAW</h2>	
<p>16.1 If you are resident in the European Union and elsewhere in the world (but not the USA):</p> <p>You and we agree that your use of TWMS, 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.</p> <p>If you are resident in the USA:</p> <p>To the extent not covered by the Dispute Resolution and Arbitration</p>	<p>Any legal questions / complaints / claims regarding this Agreement are under Polish law and jurisdiction for users all around the world except users resident in the USA, who are under California law and jurisdiction.</p>

language below, you and we agree that your use of TWMS, and this Agreement, and any issues arising out of them, will be deemed to be entered into in Los Angeles, 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 SPOKKO, to the extent not covered by the Dispute Resolution and Arbitration language below, will be made exclusively in state or federal court located in Los Angeles, 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 Los Angeles, 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.

17. DISPUTE RESOLUTION AND BINDING ARBITRATION

17.1 If you have concerns or issues with us, we hope we can resolve them quickly and amicably through TWMS support service accessible at [•] . However, we recognize 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.

17.2 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/.

(1) 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 SPOKKO, you should address it to:

"Legal Team, SPOKKO sp. z o.o., ul. Jagiellońska 74, 03-301, Warsaw, Poland" with a copy to legal@spokko.com;

(2) Dispute resolution next steps: if you live in the USA:

Arbitration:

We and you agree to resolve all disputes and claims between us in individual binding arbitration. This includes without limitation any claims arising from this Agreement, any part of the relationship between you and SPOKKO. 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

If you have any concerns or issues you can contact TWMS support. We hope we can resolve any complaints with you through informal dispute resolution.

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.

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.

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 us (SPOKKO) agree that any claim arising out of or related to TWMS 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 TWMS.

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 we may bring an arbitration at any reasonable AAA location within the United States that is convenient for you.

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 us. 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, SPOKKO 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. We agree not to seek our 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 us according to the AAA Commercial Arbitration Rules and the AAA's Supplementary Procedures for Consumer Related Disputes, if applicable.

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 unauthorized 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.

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 we 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.

18. PLATFORM SPECIFIC TERMS

18.1 Apple iOS.

The following terms apply only to users playing TWMS on iOS devices they own or control:

a) You acknowledge that this Agreement is concluded between you and SPOKKO, and not with Apple Inc., ("Apple"). SPOKKO, not Apple, is solely responsible for TWMS and the content thereof.

b) Your use of TWMS will be subject to the terms of this Agreement, which grants you a non-transferable, limited license to use TWMS on Apple-branded products you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service.

c) You acknowledge that Apple is not responsible for providing any maintenance and support services regarding TWMS.

d) You acknowledge and agree that SPOKKO, and not Apple, is responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed.

In case you are entitled to a warranty under laws applicable in your jurisdiction, then in the event of any failure of TWMS to conform to such warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid by you to Apple for TWMS. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to TWMS, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be sole responsibility of SPOKKO.

If you play TWMS on iOS, your use of TWMS will be subject to additional terms and conditions (see opposite).

In particular you confirm that Apple is not a party to this Agreement and is not responsible for TWMS, however, Apple is entitled to enforce this Agreement.

Please note, however, that to the extent permitted by law SPOKKO has disclaimed or limited warranties in accordance with provisions of Section 14 "Warranties and Liabilities" above,

e) You acknowledge that SPOKKO, not Apple, is responsible for addressing your or any third party claims relating to TWMS or your possession and/or use of TWMS, including, but not limited to: (i) product liability claims; (ii) any claim that the TWMS fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

f) You acknowledge that, in the event of any third party claim that TWMS or your possession and use of TWMS infringes that third that third party's intellectual property rights, SPOKKO, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property claims.

g) You acknowledge that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

h) You acknowledge and agree that Apple and Apple subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

18.2 Android

The following terms apply only to users playing TWMS on Android devices they own or control:

a) You acknowledge, that this Agreement is concluded between you and SPOKKO, and not with Google LLC, Google Ireland Limited, Google Commerce Limited or Google Asia Pacific Pte. Limited ("Google"). SPOKKO, not Google, is solely responsible for TWMS and the content thereof.

b) Your use of TWMS will be subject to the terms of this Agreement, which grants you a non-transferable, limited license to use TWMS on Android devices. In addition, your use of TWMS will also be subject to usage rules set forth by Google in the Google Play Terms of Service.

If you play TWMS on Android, your use of TWMS will be subject to additional terms and conditions (see opposite).

19. OTHER LEGAL STUFF

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

This section sets out a few additional, hopefully self-

19.2 This Agreement governs our relationship with you (and vice versa). It does not create any rights for anyone else.

19.3 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.

19.4 You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to TWMS or this Agreement.

19.5 We can assign, subcontract or transfer this Agreement to a third party or another member of our group if necessary for the support of TWMS, as part of any reorganization or merger or for other business reasons. We will notify you if this happens.

19.6 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.

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.

20. CHANGES TO THIS AGREEMENT

20.1 We may change this Agreement if we think it is necessary, e.g. for legal reasons or to reflect changes in TWMS. If so, we will make the changed Agreement available online and make reasonable efforts to tell you about it (by e.g. sending you a notice in the game and asking you to accept the change).

20.2 Once we change the Agreement, it will become legally binding on you 30 days after we post it online. During that period, you're welcome to contact us at legal@spokko.com if you have specific questions about the changes.

20.3 If you do not agree to those changes (regardless of whether you email us), then unfortunately we need to ask you to cease using TWMS. We are sorry we have to say that, but we hope you will appreciate that for TWMS to work properly we need to have everyone using it under the same rules instead of different people having different rules. That's why we encourage you to get in contact if you have queries or concerns.

We can change this Agreement but if we do we'll put the changed version online and normally it will take effect a reasonable time period afterwards.

If you have any questions with regards to the changes, you may contact us at legal@spokko.com.

And there we go! Congrats! Thanks for reading, and we hope you enjoy The Witcher: Monster Slayer!

ADDITIONAL LEGAL NOTICE

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