

## **TERM OF USE**

### **Accepting the Terms**

These Terms of Use («Terms») published by Atomic Play Apps team, apply to access and use of the Swords Hero: Survivor Application, and all other products (hereinafter referred to «App», «Game» ) and services providing by us(the “Atomic Play Apps”, “Company”, “us”, “we”). By downloading, using, registering, viewing, submitting, playing content or using other access and/or using our products, you agree to the Terms below. You may only use our products if you have read, understood and accepted the Terms and the Privacy Policy.

### **Eligibility**

The Game is designed for use by people who are at least 13 years old. If you are not yet 13, then you can't use the Game. If you are 13 or older, you promise to us that you have never been suspended from the Game, and promise that your use of the Game won't break any laws or regulations. If you are using the Game on behalf of a company, organization, or other kind of entity, you represent to us that you have authority to bind the organization to these Terms on its behalf.

### **Amendments to this Agreement**

These Terms of Use may be amended by us from time to time and we reserve the right to do so at any time. When we amend these Terms of Use, we will provide notice to you. We may provide you notice of amended Terms of Use by sending an email to the email address associated with your user account (if you have chosen to provide an email address) or by otherwise providing notice through our Game. Any amendments to the Terms of Use will be posted here and the date indicated on the top of the Terms of Use will state the date the Terms of Use were last revised.

Continued use of the app after any amendments to the Terms of Use and after we have provided you notice of the amended Terms of Use constitutes your acceptance of the new Terms of Use. If you do not agree to the Terms of Use, you may not access or use the Game and should therefore immediately cease any use of the Game.

### **Force Majeure**

In the event either party is unable to perform its obligations under the terms of this Agreement due to an event, occurrence, or contingency beyond its reasonable control, including but not limited to: acts of God, earthquakes, strikes, pandemics, riots, war, or governmental requirements, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

### **Severability**

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### **Non-Waiver**

You agree that if we do not exercise or enforce any legal right or remedy which is contained in the Terms or is otherwise entitled to will not constitute a formal waiver of our rights and that those rights or remedies will still be available to us.

### **Advertising.**

We allow third parties to display their advertisements within the App to show you offers, and other sponsored content to help you discover content, products, and services that are offered by the many businesses and organizations. Third-party advertisements may be textual, graphical, visual, audiovisual and in any other forms applied. Third-party advertisements may be limited by time or by action.

You are able to skip third-party advertisements limited by action after the compulsory time of advertisement displaying has left by clicking the skip button. Compulsory time of advertisement displaying may vary depending on the agreement between Company and third party. Skip buttons may be located in any place on or near the advertisement. The Skip button may be named "Skip" or have any other relative name. You are not able to skip the third-party advertisements limited by time. Third-party advertisements limited by time end after the advertisement displaying time is over. All third-party advertisements are displayed permanently and you cannot fully disable the third-party advertisements from the App.

Third-party advertisements may be displayed every time during your use or after you have used any of the App's options. Several third-party advertisements may be displayed in a row.

Third-party advertisements shall not constitute, contain or promote:

- Illegal or unsafe products, services or activities or products, services, or content that exploit, mislead, or exert undue pressure on the age groups targeted;
- discrimination against people based on race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition;
- tobacco products and related paraphernalia;
- sale or use of illegal, prescription, or recreational drugs;
- sale or use of weapons, ammunition, explosives or weapon modification accessories;
- sale or use of adult products or services, except for ads for family planning and contraception targeted to people 18 years or older;
- nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative;
- content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights;
- shocking, sensational, inflammatory or excessively violent content;
- content that asserts or implies personal attributes;
- products or services that are designed to enable a user to engage in cheating or deceitful practices;
- profanity or unappropriated slang;
- deceptive, false, or misleading claims;
- sale of human body parts or fluids.

Third parties are responsible to ensure the advertisements comply with the requirements provided hereinabove. Company has no responsibility for the content or availability of third-party advertisements. You hereby agree to waive claims, demands or lawsuits arising out of, related to or connected with the third-party advertisements displayed within the App.

**Privacy and your Personal Information**

We take your privacy very seriously. We share your personal information only on a few rare occasions explained in our Privacy Policy. For example, we might need to share your data with law enforcement authorities. By playing on our Game, you agree to the collection and use of

information about you and your use of the Game in accordance with our Privacy Policy link to: [vf.nsapps.services/privacy-policy](http://vf.nsapps.services/privacy-policy).

#### Description of the Game

This vehicle factory car racing game is the funniest race you ever played. Draw your car legs and move it from idle to a racer. Hold and press your screen to move on.

#### Ownership.

As between us and you, the App and Games, including any specific functionalities of our Games (including past, present and future versions) are owned and controlled by us and their Content is protected by the laws of the Ukraine and international copyright, trademark, trade dress, patent, and other intellectual property rights and laws to the fullest extent possible.

“Content” means all text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, artwork, and computer code displayed on or available through the Games and the design, structure, selection, coordination, expression, and arrangement of such materials including, without limitation:

materials and other items relating to us and our products and services, including, without limitation, all activities, games, lesson plans, teacher trainings, printables, characters, photographs, audio clips, sounds, pictures, videos, and animation; trademarks, logos, trade names, service marks, and trade identities of various parties, including ours (“Trademarks”); and other forms of intellectual property.

#### Contact Us

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at [atomicplayapps@gmail.com](mailto:atomicplayapps@gmail.com)

#### Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. The term "including" in this Agreement means "including but not limited to."

#### LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ATOMIC PLAY APPS ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH ATOMIC PLAY APP OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ATOMIC PLAY APPS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS

ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

#### WARRANTY DISCLAIMER

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