# END-USER LICENSE AGREEMENT (EULA) FOR MAGIC WORLD

## **INTRODUCTION**

**Last Updated: [February 25th, 2024]**

This End User License Agreement ("Agreement" or "EULA") is a legal contract between MAGIC WORLD ("Company," "We," "Us," or "Our") and You ("User," "Licensee," or "You"), governing your access to and use of MAGIC WORLD's game software, digital assets, AI-generated content, blockchain integrations, and related services (collectively, the "Software").

By downloading, installing or using the Software, you agree to be bound by this Agreement. If You do not agree, do not install, access, or use the Software.

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## **1. DEFINITIONS**

1. "Software" and “App” refers to the MAGIC WORLD game, including all related content, AI-generated materials and blockchain-based features.
2. "Digital Assets" include in-game tokens, NFTs, and any blockchain-based items that can be acquired or traded.
3. "AI-Generated Content" means text, images, or any other assets generated by artificial intelligence within the game.
4. "User Content" refers to any content created or uploaded by You within MAGIC WORLD.
5. "License" means the limited, non-exclusive, revocable permission granted to You to use the Software as per this EULA.

## **2. GRANT OF LICENSE**

MAGIC WORLD grants You a non-exclusive, non-transferable, revocable, limited license to download, install and use the Software for personal, non-commercial gaming purposes only.

License Restrictions: You may NOT:

1. Modify, distribute, sell, rent, sublicense, or create derivative works from the Software.
2. Reverse engineer, decompile, or disassemble any part of the Software.
3. Use the Software for commercial purposes without express written permission.
4. Circumvent security features or exploit the Software to gain unauthorized advantages.
5. Use cheats, automation tools, bots, or any unauthorized third-party software.

Violation of these restrictions may result in account suspension or termination.

## **3. COPYRIGHT INFRINGEMENT**

1. The Software and all related materials are protected by copyright laws and international treaties.
2. Any unauthorized use, reproduction, or distribution of the Software is a violation of intellectual property rights and may lead to legal action.
3. If You believe Your copyrighted material has been used improperly within MAGIC WORLD, You may file a complaint as per Our Copyright Infringement Policy.

## **4. BLOCKCHAIN & DIGITAL ASSETS POLICY**

This Software includes blockchain-based digital assets such as NFTs and in-game tokens. By using these features, you acknowledge and accept the following:

1. Ownership & Transactions: All blockchain transactions are final and irreversible. Ownership of NFTs and tokens is recorded on the blockchain and cannot be modified by MAGIC WORLD.
2. No Refunds: Purchases of in-game tokens, NFTs, or other digital assets are non-refundable.
3. Market Volatility: Digital assets may fluctuate in value. MAGIC WORLD does not guarantee the stability or future worth of any token or NFT.
4. Compliance Responsibility: You are responsible for adhering to all applicable laws, including tax and financial regulations related to digital assets.
5. No Liability for Losses: MAGIC WORLD is not responsible for lost, stolen, or inaccessible digital wallets or assets.

## **5. AI-GENERATED CONTENT POLICY**

The Software may generate AI-driven interactions, in-game assets, or recommendations. By using the Software, you acknowledge:

1. AI-generated content is provided "as is" and may not always be accurate or reliable.
2. MAGIC WORLD is not liable for decisions made based on AI outputs.
3. AI moderation tools may restrict or modify user-generated content that violates community guidelines.
4. MAGIC WORLD retains ownership of all AI-generated assets within the game.

## **6. INTELLECTUAL PROPERTY RIGHTS**

1. Ownership: MAGIC WORLD retains all rights, title, and interest in the Software, including all AI-generated content and blockchain-based game elements.
2. User Content: By creating or uploading content in the Software, You grant MAGIC WORLD a royalty-free, worldwide, perpetual license to use, modify, and distribute that content.
3. Third-Party Rights: You must ensure that Your content does not infringe upon any third-party intellectual property rights.

## **7. USE OF CELEBRITY LIKENESSES & FICTIONAL CHARACTERS**

1. Some in-game characters, features and designs may be inspired by real-life public figures, including celebrities, historical figures, and cultural icons.
2. Any resemblance to actual persons, living or deceased, is purely fictional and for entertainment purposes only.
3. The inclusion of such characters does not imply any endorsement, affiliation, or sponsorship by the real-life individuals or their estates.
4. Users are not permitted to claim ownership, distribute, or commercially exploit any in-game assets resembling public figures.
5. MAGIC WORLD reserves the right to modify or remove any content that may raise intellectual property concerns.
6. If You believe that Your likeness or intellectual property has been used improperly within MAGIC WORLD, You may contact Us for review and potential removal at support@magicworld.com.

## **8. WARRANTY DISCLAIMER**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. The Software is provided "as is" and "as available" without warranties of any kind.
2. MAGIC WORLD does not warrant that the Software will be uninterrupted, error-free or free from viruses.
3. You assume full responsibility for any risks associated with using the Software.

## **9. LIMITATION OF LIABILITY**

1. MAGIC WORLD shall not be liable for any indirect, incidental, or consequential damages arising from Your use of the Software.
2. In no event shall MAGIC WORLD's liability exceed the amount You paid for the Software, if any.
3. Some jurisdictions do not allow certain limitations on liability, so some restrictions may not apply.

## **10. THIRD-PARTY SERVICES & INTEGRATIONS**

1. The Software/Application may include integrations with blockchain networks, payment processors, and third-party AI tools.
2. MAGIC WORLD is not responsible for any disruptions, security breaches, or losses caused by third-party services.
3. You must comply with the terms of any third-party services used in connection with the Software.

## **11. UPDATES & MODIFICATIONS**

1. MAGIC WORLD reserves the right to release updates, patches, or modifications to improve functionality or security.
2. Some updates may add, remove, or modify existing features, including NFTs and in-game assets.
3. Continued use of the Software after an update constitutes acceptance of any modified terms.

## **12. ACCOUNT TERMINATION & SUSPENSION**

Your access to the Software may be suspended or terminated if You:

1. Violate this Agreement or any community guidelines.
2. Engage in fraudulent transactions, hacking, or cheating.
3. Exploit bugs, vulnerabilities, or security flaws within the Software.
4. Use the Software in a manner that harms other users or the integrity of the game.

Upon termination, You must cease all use of the Software, and Your digital assets may become unrecoverable.

## **13. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. MAGIC WORLD shall not be in any case, whatsoever, liable for any indirect, incidental, or consequential damages arising from Your use of the Software.
2. The Software is provided "as is" without warranties of any kind.
3. In no event shall MAGIC WORLD's liability exceed the amount You paid for the Software, if any.
4. Some jurisdictions do not allow certain limitations on liability, so some restrictions may not apply, you are requested to check with your respective jurisdiction.
5. MAGIC WORLD does not guarantee uninterrupted, error-free performance.
6. We are not responsible for indirect, incidental, or consequential damages arising from Your use of the Software.

If any liability applies, it is limited to the amount You paid for the Software, if any.

## **14. GOVERNING LAW & DISPUTE RESOLUTION**

1. This Agreement is governed by the laws of the United Kingdom jurisdiction, excluding conflict of law principles.
2. Any disputes shall first be attempted to be resolved through negotiation or mediation before pursuing legal action.
3. Any unresolved disputes shall be settled through binding arbitration, except where prohibited by law.

## **15. CHANGES TO THIS AGREEMENT**

MAGIC WORLD reserves the right to modify this Agreement at any time. If changes are significant, we will notify users via email or platform updates. Continued use of the Software after changes constitutes acceptance of the revised terms.

## **16. CONTACT INFORMATION**

For inquiries regarding this Agreement, contact us at:

Email: [support@magicworld.com]

Website: https://magicworld.com

Company Address: Provided upon legitimate request/Enter your address- its optional though but keeping your address gives transparency.

By clicking "I Agree" or continuing to use the Software, you confirm that You have read and understood this Agreement and agree to be bound by its terms.

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