# Terms of Service

**Effective Date: 22nd of FEB 2023**

EPSILON STUDIOS is a video game and software development company based in England. The Company provides game services, official website ( https://EpsilonStudios.uk ), and other game related services (Collectively, “Service”). “User” means the person who agrees to and consents to these Terms of Use (the “Terms”). By using the Services, you accept and agree to be bound and abide by these Terms of Service. If you do not want to agree to these terms and conditions, you must not use the Service. If your age is below 18 and choose to use the Service, we may ask consent from holder of your parental responsibility.

#### **1. Updating Services and Terms**

1) Terms of Service can be found at any time from the Company’s website.

2) The Company may change these Terms and Conditions at any time if necessary to the extent that is consistent to applicable laws and regulations.

3) You are responsible to check this page regularly to make note of any changes. Your continued use of the Services means that you accept and agree to the changes of Terms of Service.

#### **2. Prohibited Uses**

The Company provides Service to users only for personal, non-commercial and entertainment purposes. You agree not to violate terms and conditions set in this Term of Service. Violation of any criteria in this agreement may lead to temporary or permanent suspension of the service in accordance with the terms and conditions. You agree to only use the Service, or any part of it, in a manner that is consistent with this License and you SHALL NOT:

(a) without written permission from EPSILON STUDIOS Limited, use, advertise or exploit in any manner the Game or any of its parts commercially, including but not limited to use at a cyber (Internet) café, computer gaming center or any other location-based site;

(b) without a separate, additional license from EPSILON STUDIOS Limited, use the Game or permit the use of the Game, on more than one computer, game console, handheld device or PDA at the same time;

(c) use the Game, or permit use of the Game, in a network, multi-user arrangement or remote access arrangement, including any online use, except as otherwise explicitly permitted by EPSILON STUDIOS;

(d) make copies of the Game or any part thereof, except that you may make one (1) copy of the Game for backup or archival purposes, or make copies of the materials accompanying the Game for non-commercial backup and reference only;

(e) sell, rent, lease, license, distribute, upload to any Internet server or web site, or otherwise transfer any portion of this Game or any copies without the express prior written consent of EPSILON STUDIOS Limited. Notwithstanding the foregoing, you may permanently transfer all of your rights and obligations under the License to another person for non-commercial use by physically transferring the original Game media should this become available (e.g., the CD-ROM or DVD you purchased), all original packaging and all manuals or other documentation distributed with the Game; provided, however, that you permanently delete all copies and installations of the Game in your possession or control, and that the recipient agrees to the terms of this Agreement. You shall be solely responsible for any taxes, fees, duties, withholdings, charges and assessments that may be due in connection with such transfer;

(f) reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Game, in whole or in part (except as the applicable law expressly permits, in which case all and any lawful modifications, adaptations, improvements, etc., and all copyrights and morale rights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of EPSILON STUDIOS Limited and/or its licensors on creation, in any event);

(g) remove, disable or circumvent any security protections or any technical measures that control access to the Game;

(h) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Game;

(i) export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations;

(j) create data or executable programs that mimic data or functionality in the Game;

(k) steal and/or publish information from others (including but not limited to personal information, non-personal information and payment information);

(l) impersonate EPSILON STUDIOS Limited or our staff;

(m) harm reputation of the Company, our affiliates, our service providers and licensors as well as the Game;

(n) post, link to, advertise, promote, or transmit anything that is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, sexually explicit, obscene, hateful, or racially or ethnically offensive;

(o) take advantage by exploiting others in any way;

(p) use the Service as a manner that is related to gambling or any action that negatively impacts the delivery of the Service;

(q) exploit errors and bugs found while playing the game;

(r) access or use the Services for any purpose that is illegal or beyond the scope of the Services’ intended use (in Company’s sole judgment);

(s) use / develop / advertise / trade / distribute;

* **programs that intercept communication between a game and a game server;**
* **any unauthorized third party programs or hardware devices that may affect the game or normal game play, including but not limited to, mouse, hacks, cheats, helpers, bots,** scripts, trainers, automatic programs, automatic mouse, mouse with macro function, programs that collect or modify game data by reading the game memory.

(t) disrespect or use offensive words towards others based on their race, gender, nationality;

(u) create offensive nicknames or those that may provoke negative imagery;

(v) team kill, which interferes normal team gameplay;

(w) intentionally team up between players or other teams in ways that the system does not presuppose in each game mode;

(x) stalk other players from match to match;

(y) manipulate the results of the game in an unfair way;

Any action which is not defined in this Terms of Service that negatively impacts the delivery of EPSILON STUDIOS Limited’s services or negatively affects other players may be subject to warning and penalty through careful review of the circumstances.  
Furthermore, you agree that you shall abide by the safety information, maintenance instructions or other relevant notices contained in the manual that is included with the Game.

#### **3. Accessing the Service**

1) As a general rule, the service of the game is accessible for 24 hours a day throughout the whole year.

2) Notwithstanding the provision of paragraph 1, the Company will not be liable For any delay or failure to perform resulting from any cause outside the reasonable control of the Company, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, change of law or administrative rules, fire, floods, network infrastructure failures, cyber crimes, strikes, or shortages of transportation facilities, fuel, energy, labor or materials

3) We may amend the Service or restrict access (including cancellation, termination, modification or suspension of a user’s license) from all or specific users without notice and liability. Additionally, the Service may be unavailable depending on geographic location.

#### **4. Ownership**

1) You agree and acknowledge that all title, ownership rights, and intellectual property rights connected with the Game and any and all copies thereof (including but not limited to any derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, “applets” incorporated into the Game, and any related documentation) are owned by EPSILON STUDIOS Limited or its licensors.

Any and all Player Content submitted to The Company shall be deemed, and shall remain, the property of The Company from the moment such Player Content is created. The Company shall exclusively own all now known or hereafter existing copyrights and all other intellectual property rights to all Player Content of every kind and nature, in perpetuity throughout the world. To the extent that any of the above may be void or unenforceable, you agree that any and all Player Content is hereby irrevocably assigned to The Company, together with all intellectual property rights therein. To the extent any of the Player Content is not assignable, by submitting Player Content to The Company, you agree that The Company shall be irrevocably entitled, directly or indirectly throughout the world and in perpetuity, to modify, adapt, use, reproduce, license, publish, broadcast, perform, sell, translate, create derivative works from and distribute any Player Content for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to the provider or author of the Player Content. You also give up any claim that any use by The Company of any Player Content violates any of your rights, including but not limited to moral rights, rights of privacy, rights to publicity, proprietary or other rights, and/or rights to credit for the material or ideas set forth therein.

The Game is protected by the copyright laws of England and Australia, international copyright treaties and conventions, and other laws. All rights are reserved worldwide. The Game contains certain materials licensed by EPSILON STUDIOS Limited from others, and EPSILON STUDIOS Limited and its licensors may protect their rights in the event of any violation of this Agreement .

2) The Company has the ownership, licensing rights and all other rights to all content related to the game. You have the right to use in-game data (items, game currency, etc) or similar content in the game in accordance with Terms of Service. However, you do not own the copyrights and other rights about the in-game data you possess. You are not allowed to transfer, sell, donate, or attempt to trade virtual property outside of the game is not permitted except in the case of acquiring a written approval from the Company and any actions violating ownership may be subject to penalty in accordance with Terms of Service and Rules of Conduct.

#### **5. Disclaimers & Indemnifications**

By using the Service, you agree to defend, protect, indemnify and hold harmless to the Company from any claims, lawsuits, damages, losses, liabilities and expenses (including attorneys’ fees) arising out of or in conjunction to your use, misuse of the Service and violation of the Company’s policy. The Company reserve the right to assume exclusive defense and control over all matters subject to indemnification by users.

1) The Company shall be exempted from any liability for any interruption of the service, the use of the service, or termination of the contract due to user’s fault.

2) The Company shall be exempted from any liability if the telecommunications providers cease or fail to provide the telecommunication service. So users shall be liable for any damages incurred during failure of telecommunication service unless there are intentional or gross negligence from the Company.

3) The Company shall be exempted from liability of any unavoidable reasons that caused Service failure, such as maintenance, replacement, regular inspection, construction, etc. unless there are intentional or material negligence of the Company.

4) The Company is exempted from liability for any problems caused by the user’s computer or problems related to the network environment without any intention or serious negligence of the Company.

5) The Company shall be exempted from liability for the contents of the information, data, facts, reliability, accuracy, etc. posted or transmitted by the user or a third party in the service or on the website of the company, unless there are intentional or gross negligence of the company.

6) You are solely responsible for your interactions with other users and/or third parties when using the Service. We may, at our sole discretion, attempt to mediate disputes between users, but we are not obliged to become involved or become liable in any way with such disputes.

7) In the case of Service provided free of charge by the Company, the Company shall not be liable for damages unless there are intentional or material negligence of the Company.

8) Some of the services may be provided by other service providers, and the company is exempted from liability of the damages caused by other services providers, unless there are intentional or material negligence of the company.

9) The Company shall not be liable when users fail to receive expected result of the in-game items and the Company is not liable for any loss involved when making selection or using the Service, unless there are intentional or material negligence of the company.

10) The Company shall be exempted from liability for loss of in-game assets, items, BP, crates from the user, unless there are intentional or gross negligence of the Company.

11) The Company may limit the use of the service from users in accordance with the relevant laws, government policies, and will be exempted from any liability for the use of the service caused by such limitations.

#### **6. Disclaimer of Warranties**

THE GAME AND SERVICES AND CONTENT ARE PROVIDED ON AN “AS IS” BASIS AND AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EPSILON STUDIOS Limited HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting any of the foregoing, EPSILON STUDIOS Limited does not ensure continuous, error-free, secure or virus-free operation of EPSILON STUDIOS Limited Services or Your Account. Some states or countries do not allow the disclaimer of implied warranties, and the foregoing disclaimer may not be applicable to You. This warranty gives You specific legal rights, and You may also have other legal rights that vary from state to state or from country to country.

#### **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF DATA, LOSS OF BUSINESS RIGHTS, LOSS OF PROFITS) AND DAMAGE (INCLUDING BUT NOT LIMITED TO INTERRUPTION OF WORK OPERATION, HARDWARE MALFUNCTION, OR OTHER COMMERCIAL DAMAGE OR LOSS ARISING OUT OF YOUR USE OR MISMUSE OF THE SERVICE. THIS IS ALSO TRUE WHETHER OR NOT THE COMPANY ALREADY KNEW OR HAD TO KNOW ABOUT THE POSSBILITY OF THE DAMAGES.

COMPANY SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE, INCLUDING, BUT NOT LIMITED TO, ISP FAILURE, SOFTWARE OR HARDWARE FAILURE, OR ANY OTHER SITUATION THAT MAY RESULT IN DATA LOSS OR SERVICE INTERRUPTION. IN NO EVENT THE COMPANY BE LIABLE FOR ANY DAMAGES BEYOND THE AMOUNT PAID FOR THE PURCHASE OF THE GAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN SUCH COUNTRIES OR JURISDICTIONS.

#### **8. Period and Termination**

These Terms are effective unless and until terminated by either you or the Company. The Company and the user may terminate these terms at any time without prior notice. Termination by the Company will come into an effect immediately upon the termination or deletion of your account, which can occur at any time in the Company’s sole discretion. You may terminate Terms of Service by not using the Game, and you must stop using the Game and delete the Game immediately upon termination of Terms of Service. The game will not be refunded even if the user terminates the Terms.

#### **9. Transfer of Terms and Conditions**

The Company may assign any or all of these terms and conditions to any third party at any time. You shall not transfer these terms without the Company’s prior written consent, and any transfer without written consent from the Company will not count.

#### **10. Grievance Handling and Dispute Resolution**

1) The Company shall inform on the Company’s website about the ways that users can present their opinions or complaints considering the any of the inconveniences implied to the users. The Company operates as a dedicated organization to handle such users’ opinions and complaints.

2) If a dispute arises between the Company and the user and the Third Party Dispute Arbitration Body becomes involved in adjusting such grievance, the Company shall faithfully demonstrate the measures taken on the user, including restrictions of usage, and may comply with result of the arbitration.

#### **11. Governing Law**

These Terms shall be interpreted and governed by the laws England. All lawsuits related to these Terms and Conditions are subject to the jurisdiction of the courts pursuant to relevant laws such as the Code of Civil Procedure. Other laws may apply if you use the game outside England. In such event, the applicable local laws shall only affect these Terms to the extent required by the applicable jurisdiction, and these Terms shall be construed as to make their terms and conditions as effective as possible. You must comply with all local laws to the extent that applicable local law applies.

#### **12. Class Action Waiver**

You agree not to participate in, including but not limited to, a class or representative action, private attorney general action, or collective arbitration related to the Game or Service or this Agreement. You also agree not to seek to combine any action or arbitration related to the Game or Service or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

#### **13. Copyright Notice**

If you think any materials from EPSILON STUDIOS Limited and/or EPSILON STUDIOS Limited branded websites infringe your copyright-protected work under the copyright law, you may provide an infringement notice to the Company’s designated agent as set forth below. Also, to make your notice become effective, you must include the following information:

(a) Sufficient details to enable us to identify the work claimed to be infringed;

(b) Your contact information, including your address and email address;

(c) A statement that you have a good faith belief that the disputed is not authorized by the copyright owner, its agent, or the law;

(d) A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(e) Your physical or electronic signature;

The contact information of Company’s designated agent is as follows:

EPSILON STUDIOS Limited

England

or

Email: Epsilon.privacy@EpsilonStudios.uk

#### **14. Other policies**

1) The Company may use Player-created Content, Rules of Conduct and Privacy Policy to cover specific details that are not covered in Terms of Service in order to protect user interests and maintain order in the game.

2) By agreeing to conditions set in Terms of Service, you also agree to be bound by the terms and conditions set in Player-created Content, Rules of Conduct and Privacy Policy.

3) Player-created Content, Privacy Policy and Rules of Conduct can be found at any time from the Company’s website.