

## **Terms and Conditions**

These terms and conditions (the "**Terms**") apply to your use of Contenders Arena (the "**Game**"), developed and published by Contenders Universe (the "**Company**"). Please read these Terms carefully as by installing, accessing, or using the Game, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from installing, accessing, or using the Game.

### **License and Use of the Game:**

Subject to your compliance with these Terms, the Company grants you a non-exclusive, non-transferable, revocable license to use the Game solely for your personal, non-commercial entertainment purposes. This license does not grant you any ownership or rights to any aspect of the Game other than those expressly provided in these Terms.

You agree not to use the Game for any purpose other than its intended use. You shall not sublicense, rent, lease, sell, distribute, or exploit the Game or any of its components without the prior written consent of the Company.

### **Accessing the Game and Account Security**

To access the Game, you may be asked to provide registration details or other information, and in order to use such resources, all the information you provide must be correct, current, and complete.

You may need to create a user account to access and use the Game and/or certain features of it. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security.

We may cancel or amend the Game, and any related service or content, or restrict access (including by means of cancellation, termination, or modification, or suspension of a user account) to all or certain users at any time and without notice and without any liability to you in our reasonable discretion.

### **Age Restrictions:**

The Game may have age restrictions. You must ensure that you meet the minimum age requirement to use the Game in your jurisdiction and/or have obtained parental consent to use the Game.

### **User Content:**

The Game may allow you to create, upload, or share user-generated content ("**User Content**"). You retain ownership of your User Content, but you grant the Company a worldwide, royalty-free, non-exclusive

license to use, reproduce, modify, adapt, publish, translate, and distribute your User Content in connection with the Game.

You agree not to create, upload, or share any User Content that is offensive, infringing, or in violation of any applicable laws.

#### **Code of Conduct:**

You agree not to use the Game to engage in any abusive, offensive, illegal, or harmful activities. This includes, but is not limited to, harassment, bullying, cheating, hacking, or exploiting vulnerabilities. And you agree not to impersonate others or interfere with the enjoyment of the Game by other players. You also agree not to violate any applicable laws, regulations, or third-party rights while using the Game.

You must respect the privacy of other players and not share any personal information without their consent. Recording, streaming, or sharing in-game interactions must be done responsibly and with full respect for others' rights.

#### **Intellectual Property:**

All intellectual property rights in the Game, including but not limited to graphics, animations, characters, music, trademarks, gameplay mechanics and any related materials are exclusively and solely owned by the Company or its licensors. These rights are protected by copyright, trademark, trade secret, and other intellectual property laws and treaties. You agree not to use these assets for any purpose other than playing the Game.

You shall not reproduce, distribute, modify, adapt, translate, create derivative works of, publicly display, or publicly perform any of the intellectual property assets of the Game without the explicit written consent of the Company.

#### **Updates and Modifications:**

The Company reserves the right to update, modify, or discontinue the Game at any time. You understand that certain updates may be required to continue using the Game.

The Company may provide notice of updates through the Game's interface, website, or other communication channels. However, it is your responsibility to regularly check for updates and modifications.

Updates and modifications to the Game may affect your User Content, including compatibility and accessibility. The Company is not responsible for any loss or modification of User Content resulting from updates.

#### **Privacy Policy:**

Your use of the Game is subject to the

Privacy Policy, which outlines how your personal data is collected, used, and protected. By using the Game, you consent to the practices described in the Privacy Policy.

**Disclaimer of Warranty:**

The Game is provided "as is" without any warranties, express or implied. The Company does not guarantee the accuracy, reliability, or availability of the Game. You use the Game at your own risk. You acknowledge that your use of the Game is solely at your own risk. The Company does not warrant that the Game will be error-free, uninterrupted, or free of viruses or other harmful components.

The Company furthermore does not guarantee that the Game's functionality, features, or performance will meet your expectations or requirements. The Company does not warrant the accuracy, completeness, or reliability of any content within the Game. Any reliance on such content is at your own discretion.

The Company does not endorse or assume responsibility for any third-party links, content, advertisements, or services that may be accessed through the Game.

**Limitation of Liability:**

To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Game.

In no event shall the Company be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the Game, even if the Company has been advised of the possibility of such damages.

**Governing Law and Jurisdiction:**

These Terms and any dispute or claim by you arising out of or related to these Term shall be governed by and construed in accordance with the laws of [REDACTED] with the exclusive jurisdiction of the [REDACTED] courts, without regard to its conflict of law principles.

**Changes to Terms:**

The Company reserves the right to update or modify these Terms at any time. Any changes will be effective upon posting the updated Terms within the Game/website. You should check this page regularly to take notice of any changes. Your continued use of the Game following the posting of revised Terms means that you accept and agree to the changes.

**Termination:**

The Company may terminate your access to the Game for violation of these Terms or any other reason, without notice and without any liability.

**By using the Game, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree to these Terms, please refrain from using the Game.**

## Privacy Policy

### 1- Introduction

This Privacy Policy explains how we collect, use, and protect your personal information when you use the Game. By accessing or using the Game, you consent to the practices described in this Privacy Policy. We value your privacy, our Privacy Policy is designed to help you understand how we collect, use, process, and share your personal information, and to inform you of how to exercise your privacy rights.

### 2- The Information We Collect

- We collect personal information both from our website visitors and customers.
- We collect information that you provide to us, information we obtain automatically when you use the Game, and information from third-party services and organizations, as described in the following:
  - a) Information you provide directly to us: examples below:
    - *Account Information:* When you create an account, we collect your username and email address.
    - *Third Parties:* To access some functions of the Game or to enable certain features, you may have the option to link an account on a third-party website, application, or platform, such as a social media platform, Steam, PlayStation™ Network, Xbox, etc. (each a “**Third-Party Platform**”) with the Game. When you do so, we will receive information from that Third-Party Platform, such as your Platform ID or username and other usage statistics. Third-Party Platforms are not controlled by us and their collection and usage of personal data is subject to their respective privacy policies. We may obtain additional information about you from the Third-Party Platforms, depending on your privacy settings.
    - *Communications and Surveys:* We may collect personal information, such as your phone number, language, platform, or details about your issues when you request information about the Game, register for our email list, request customer or technical support, or otherwise communicate with us. Also, if you decide to participate in our surveys, you may be asked to provide certain information which may include personal information that we may collect.
    - *Purchases:* we may collect information related to billing provided by you and/or third-party stores when you purchase using/for the Game.
    - *Gameplay Data:* We collect data about your interactions with the Game, including your progress, achievements, gameplay patterns, and preferences.
    - *Device Information:* We collect information about the device you use to access the Game, such as device type, operating system, and unique identifiers.
  - b) Automatically Collected Information: we may collect certain information automatically when you use the Game, such as your Internet protocol (IP) address, user settings, cookies, pixel tag, etc.

- c) Information collected from third parties: we may obtain information about you from other sources, including through third-party services and organizations. For example, if you access the Game through a third-party (e.g., Steam, Facebook).

### **3- Use of Information**

We use the collected information for the following purposes:

- Providing and improving the Game's functionality, features, and content.
- Personalizing your experience, including recommendations and in-game content.
- Communicating with you about updates, promotions, and announcements.
- Analyzing and improving our services, security, and performance.
- Responding to your inquiries and providing customer support.
- Marketing and advertising the Game/the Company's products and services.
- Enforcing our Terms and preventing fraudulent or unauthorized activity.

### **4- Disclosure of the Information**

We may share your information with:

- a) Third-party service providers who assist in Game operations, analytics, and customer support such as: service providers, business partners, advertising partners, third-party Application Program Interfaces ("APIs") and Software Development Kits ("SDKs").
- b) Legal authorities if required by law or in response to legal requests.
- c) Your information may be transferred to and processed in countries outside of your own, where data protection laws may be different. By using the Game, you consent to the transfer of your information to such countries.

### **5- Data Security**

We take reasonable measures to protect your personal information from unauthorized access, disclosure, or destruction. However, no data transmission or storage is completely secure.

By using the Game or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Game. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Game, or by sending an email to you.

### **6- Your Choice and Control**

You may access, update, or delete certain personal information within the Game's settings. You can also manage your settings and your communication preferences and opt-out of certain communications.

## **7- Retention of the Information**

We store your personal information that we collect as described in this Privacy Policy for as long as you use the Game or as necessary to fulfill the purpose(s) for which it was collected.

## **8- Children's Privacy**

The Game is not intended for individuals under the applicable age limit. If you are a parent or guardian and believe your child provided personal information without your consent, please contact us to have the information removed.

## **9- Changes to Privacy Policy**

We may update or modify this Privacy Policy at any time. Any changes will be effective upon posting the updated Privacy Policy within the Game/website.

## **10- Contact us**

If you have questions or concerns about this Privacy Policy or your personal information, please contact us at  .

**By using the Game, you acknowledge and agree to the terms of this Privacy Policy. If you do not agree to these terms, please refrain from using the Game.**