

BREAK STUFF VR End User License Agreement

Effective Date: February 23, 2023

1. General

1.1. This agreement is a contract between you and Single Step Games, LLC. (hereinafter "Single Step Games"), governing your use of BREAK STUFF VR.

1.2. For the purposes of this agreement, the term BREAK STUFF VR includes the software of the video game itself, all of its components (e.g., the source code) and content (e.g., graphical or musical content).

1.3. This agreement applies to BREAK STUFF VR and all of its future updates and expansions, unless the expansion is governed by a separate agreement. If an expansion to BREAK STUFF VR is governed by a separate agreement, you will be explicitly asked to agree to the separate agreement.

1.4. If you are a minor (below the legal age of majority in your country), please have the agreement reviewed and agreed to by your parent or legal guardian.

2. Application of a Distributor's Terms and Conditions

2.1. We generally use the services of a distributor to market BREAK STUFF VR. The distributor usually has its own terms and conditions governing your use of its services and the distribution of software via its services to you. If there is anything in the distributor's terms and conditions that overlaps with the legal matters regulated in this agreement, the distributor's terms and conditions take precedence unless they provide that this agreement between you and Single Step Games applies preferentially.

3. Health and Safety Warning

3.1. Breaking stuff, even in VR, can be physically challenging. Be mindful of your health. Get some rest. If you haven't got your health, you haven't got anything. If you have any doubts, consult a physician. Take breaks regularly and stay hydrated!

3.2. Be mindful of your surroundings when playing BREAK STUFF VR. Always make sure there is enough space for you to play safely and that there are no obstacles or dangerous objects around you.

3.3. If you are a minor (below the legal age of majority in your country), please have the health and safety concerns checked by your parent or another responsible adult person before you start to play BREAK STUFF VR.

3.4. Please note that you're responsible for your actions while you play BREAK STUFF VR. We don't take responsibility for any injury or damage caused by your actions while playing BREAK STUFF VR. Nothing in this clause will limit or exclude our liability for death or personal injury caused by our negligence in circumstances where such liability cannot be limited or excluded under applicable law.

4. License terms and ownership

4.1. We give you the right to use BREAK STUFF VR (a license) to the extent of downloading it, installing it, and playing it for your personal non-commercial enjoyment.

4.2. You may not do the following with BREAK STUFF VR:

- 4.2.1. use BREAK STUFF VR for commercial purpose (including e-sports and similar events) without our prior consent or unless specifically permitted in this agreement;
- 4.2.2. grant a sublicense to another person;
- 4.2.3. copy BREAK STUFF VR, apart from creating copies necessary to run BREAK STUFF VR on your gaming device;
- 4.2.4. sell, rent, lease, or otherwise distribute BREAK STUFF VR;
- 4.2.5. edit, merge, distribute, translate, reverse engineer, decompile, or disassemble BREAK STUFF VR unless specifically permitted in this agreement, by our prior consent, or by the mandatory rules of the applicable law;
- 4.2.6. cheat, willfully exploit bugs or glitches, willfully harass or grief other players, or utilize any software or other means to do any of the aforementioned activities in BREAK STUFF VR;
- 4.2.7. bypass or remove any measure preventing misuse of BREAK STUFF VR; or
- 4.2.8. misuse BREAK STUFF VR in any way contrary to the applicable law.

4.3. We retain all ownership rights to BREAK STUFF VR. No proprietary right is assigned to you via this agreement.

4.4. We reserve the right to provide or unilaterally deploy patches, updates, and other modifications to BREAK STUFF VR in order to remove or correct a bug, glitch, or other issue, to prevent misuse of the game or breach of this agreement, or to enhance the gameplay (e.g., provide you with additional content).

4.5. Be considerate and polite while using any online feature of BREAK STUFF VR, especially when communicating with other players. Don't choose a rude or offensive username or any username infringing rights of others, especially personal rights. If you do this, we reserve the right to take the appropriate measures, e.g., change your username, block your access to the online feature of BREAK STUFF VR, or suspend or block your access to BREAK STUFF VR.

5. Liability

5.1. We grant you all the rights under this agreement to BREAK STUFF VR "as is" and "as available". That means that, to the extent permissible by law, we do not grant you any guarantee that BREAK STUFF VR works without any bugs, glitches, or other issues. In as much as the applicable law permits, we don't take any responsibility or liability for BREAK STUFF VR having any bugs, glitches, or other issues.

5.2. We warrant to you that we have the right to conclude this agreement with you and that we have the right to grant you the rights under this agreement (namely the license to use BREAK STUFF VR).

6. Termination

6.1. If you materially breach this agreement, we have the right to terminate the agreement without any notice period. If it comes to this, you will lose all the rights granted by this agreement, namely the right to use BREAK STUFF VR, whereas we shall have no further obligations to you stemming from this agreement.

7. Governing law and dispute resolution

7.1. This agreement, your use of BREAK STUFF VR, and all claims based on, arising from, or related to this agreement or its execution, including rights and obligations regarding compensation of damages caused by a breach of this agreement or rights and obligations regarding any unjust enrichment incurred in relation to this agreement, shall be governed by and enforced in accordance with the law of the state of Ohio (excluding conflict-of-law rules), including its statutes of limitations. For the avoidance of doubt, in no case may the aforesaid governing law prejudice the level of consumer protection ensured by the laws of your country of residence.

7.2. Any dispute pertaining to this agreement shall be judged and resolved exclusively by the courts of the state of Ohio. IN SOME JURISDICTIONS THE PROVISIONS INCLUDED IN THIS SECTION ARE PROHIBITED. NO PROVISIONS IN THIS SECTION WILL THEREFORE BE BINDING ON YOU IN CIRCUMSTANCES WHERE THEY ARE PROHIBITED IN THE JURISDICTION IN WHICH YOU ARE A RESIDENT. IN SUCH CIRCUMSTANCES, WHERE YOU HAVE A LEGAL RIGHT TO DO SO, YOU MAY BRING A CLAIM TO ENFORCE YOUR CONSUMER RIGHTS IN CONNECTION WITH THESE TERMS BEFORE THE COURTS OF YOUR RESIDENT COUNTRY.

8. Changes and amendments

8.1. We reserve the right to make changes to this agreement. In such case, we will post the changes and amended text of the agreement online and take reasonable steps to draw your attention to it.

8.2. The changes shall come into effect (become legally binding) 10 days after we post the amended agreement online, unless a longer period is stipulated in the amendment. If you don't agree to the changes, you can terminate this agreement by simply ceasing to use BREAK STUFF VR (including deleting any copy installed on your gaming device). If you continue to use BREAK STUFF VR after the changes have come into effect, it shall be construed that you agree to the amended agreement in its entirety.

9. Other legal matters

9.1. You may not assign this agreement or any of the rights granted in the agreement to another person.

9.2. In as much as the applicable law permits, the provisions of this agreement shall be interpreted to the fullest extent expressed in this agreement. If any of the provisions of this agreement are deemed to be void, inapplicable, or unenforceable, the remaining provisions shall not be affected.

10. Contact

10.1. If you have any questions, comments, or feedback, you can contact us by email at Steve@SingleStepGames.com

10.2. Please contact us in case you have any complaints in regard to our performance of this agreement.

Last updated: February 23, 2023