



***TERMS OF  
SERVICE***

SEPT 2025



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# TERMS OF SERVICE

## TERMS OF SERVICE

### Company

UNREAL KINGDOMS (“UK” or the “**Company**”) is a brand name of EIGHT GALAXIES LIMITED, a Company incorporated in Cyprus under Registration no. HE 438664 and having its Registered Office at Avlonos 1, MARIA HOUSE, 1075 Nicosia, Cyprus and has established compliance measures commensurate with its services and products that are reasonably designed to deter and detect illicit activity on its platform. Such measures include onboarding and compliance screenings of its customers and transaction action-based controls.

### Policy Statement

These terms and conditions of use as set out below (these “**Terms**”) exempt Unreal Kingdoms (referred to as “**Unreal Kingdoms**”, “**we**”, “**us**” or “**our**”) and its affiliates from liability and limit our and their liability and contain other important provisions that apply to your use of the Service (as defined below). Please read these Terms carefully before using our web site and the Unreal Kingdoms engine and platform or accepting any services or products made available by Unreal Kingdoms in connection thereto (collectively, the “**Service**”). These Terms govern your access to and use of the Service, including the messages, information, data, text, software, images and other materials or elements that make up the Service (the “**Content**,” which content is part of the Service).

#### 1. Terms of Use

**If you wish to access and use our Service, you must accept and agree to be bound by and comply with these Terms. If you do not agree to these Terms, then you may not access or use our Service.**

You agree that these Terms, and any related information, communications and agreements between you and us, may be made available or occur electronically. These Terms were last updated on the “Updated” date indicated above. We reserve the right, at our sole discretion, to modify these Terms at any time. Such modifications shall become effective immediately upon the posting

thereof. You must review these Terms on a regular basis to keep yourself apprised of any changes. You also acknowledge that you have read and understand our privacy policy available at <https://UnrealKingdoms.com/privacy/> (the “**Privacy Policy**”).

## **2. Eligibility to Use the Service**

You hereby represent and warrant that, and you will use our Service only if, at the time of use, you: (a) are 14 years of age or older; and (b) can lawfully enter and form contracts in accordance with applicable local laws.

If you are using this Service in any capacity, you also acknowledge and agree, at all times when using this Service or engaging in any activity based on any information made available to you on this Service, that: (i) your reliance on such information is at your sole risk; and (ii) you will conduct your activities on, through or in connection with this Service and your relationship with Unreal Kingdoms in compliance with all applicable legislation, regulations and professional standards.

## **3. Privacy Policy**

When you interact with this Service, you agree that information about you and your use of this Service, including but not limited to, the type of device, your mobile carrier, your internet access provider, your physical location, and/or web pages containing plugins that load in your browser, may be collected and used by us pursuant to the information provided in our Privacy Policy.

## **4. Limited License to Use**

Unreal Kingdoms grants you (as a permitted user) a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to access our Service for your own personal use, and in compliance with all applicable laws. Use of our Service beyond the scope of authorized access granted to you by these Terms immediately terminates that license. You are solely responsible for ensuring that your use of the Service follows the laws of your specific jurisdiction.

The license granted to you is subject to the following restrictions, as well as others listed in these Terms:

- a. You may not, nor may you cause or assist another to:
  - i. modify, reverse engineer, decompile, create derivative works from, or disassemble this Service for any reason whatsoever, including for the purpose of creating competitive products or services.
  - ii. resell any Content or include any Content in or with any product that you create or distribute.
  - iii. copy any Content onto your own or any other web site or into a database or mobile application.

- iv. use this Service in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, this Service or any other services, system resources, accounts, servers, networks, affiliated or linked sites connected to or accessible through this Service (including without limitation uploading, posting or otherwise transmitting on this Service any computer viruses, trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the infrastructure of this Service);
  - v. use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this Service or the Content in whole or in part.
  - vi. use this Service in any manner that may dilute or depreciate our name or reputation, trade names or trademarks or those of our affiliates or associates; or
  - vii. interfere with any other persons' use and enjoyment of this Service or of the Internet generally.
- b. Your Application (as defined in Section 10) may not be a Specialized Application or among the list of Prohibited Activities set out in Section 5

**“Specialized Application”** means a Unreal Kingdoms -enabled Application which is: (i) for use with a system, machine or device (other than a PC, Console, mobile phone or VR/AR headset), priced at more than US\$700 (or \$240/year if on a subscription or similar basis); (ii) used for or designed for use with industrial, military, commercial or medical equipment or computer aided design; or (iii) the development of any other commercial product or service other than the Unreal Kingdoms -enabled Application itself where the annual revenue in aggregate for the product or service exceeds \$5,000,000.

If you choose to use the Service with other third-party technology, (1) you assume all risk that use of the Service and/or such other technology causes any harm or loss, including to any of your end users or to third parties, (2) you hereby waive, on behalf of yourself and your end users, all claims against Unreal Kingdoms and its affiliates related to such use, harm or loss (including, but not limited to, any claim the Service or other Unreal Kingdoms services or products are defective), and (3) you agree to indemnify, defend and hold harmless Unreal Kingdoms and its affiliates from such claims.

## 5. Prohibited Activities

You may not offer goods or services, or post, share, submit or upload content (including User-Generated Content), that:

- a. exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner.
- b. harass, bully, defame or threaten any person, or promote self-harm.

- c. harasses, degrades, intimidates, is hateful toward, promotes or condones hate or violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition, veteran status or other forms of discriminatory intolerance, or promote or support organizations, platforms or people that: (i) promote or condone such hate; or (ii) threaten or condone violence to further a cause;
- d. contravene or that facilitate or promote activities that contravene the laws of the jurisdictions in which you operate or do business, including infringing any patent, trademark, trade secret, copyright or other proprietary rights of others.
- e. contains or transmits malware, viruses or host phishing pages, harms or disrupt the operation of the Service or other infrastructure of Unreal Kingdoms or others or use the Service for deceptive commercial practices or any other deceptive activities.
- f. employs misleading information, such as email addresses, or forged headers or otherwise manipulated identifiers to disguise the origin of content transmitted through our Service.
- g. contain personally identifiable information, sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or to collect, store, or process any protected health information.
- h. market for sale goods that are, or appear to be, related to illegal firearms or illegal firearms parts.
- i. transmit unsolicited commercial electronic messages.
- j. that imply or promote support or funding of, or membership in, a terrorist organization.
- k. we consider to be a High-Risk Use, as defined in Section 6;
- l. relate to COVID-19 without first obtaining Unreal Kingdoms 's written consent to do so (we do this in order to forestall price gouging, deceptive pricing practices, unsound medical or scientific claims, unauthorized sale of regulated products, etc.).
- m. has a high likelihood of triggering epileptic seizures (for more information, consult [W3C Guideline 2.3: Seizures and Physical Reactions](#)); or
- n. we, in our sole discretion, believe is illegal, abusive, defamatory, pornographic or harmful or risks personal injury or death, property damage, or other losses.

Notwithstanding anything else contained herein, we reserve the right to refuse to provide access to our Service to anyone at any time for any reason, without any notice or liability. To the extent you are in breach of your obligations under these Terms, we may investigate occurrences which may involve violations of such laws and co-operate with law enforcement authorities in prosecuting users who are involved in such violations. We always reserve the right to disclose any information (including without limitation your personal information or your identity) regarding your usage of this Service (including any perceived violations of applicable law), in each case as may be permitted by or required to satisfy applicable law.

## 6. No High-Risk Use

Notwithstanding anything in these Terms, you are not licensed to, and you agree not to, use, copy, sell, offer for sale, or distribute the Service (whether compiled with, incorporated into, or packaged with your software or otherwise), for or in connection with uses where failure or fault of the Service or your software could lead to (a) death or serious bodily injury of any person, (b) property damage, or (c) to severe physical or environmental damage (each, a **“High Risk Use”**). ANY SUCH USE IS STRICTLY PROHIBITED.

## 7. Transaction Terms

- a. Your use of certain services provided within the Service is contingent upon your payment of fees, as such fees are set out in the Service and as amended from time to time.
- b. Unreal Kingdoms (or a third-party payment processor on our behalf) will invoice you on a per transaction basis for all fees due with respect to the Service, as well as any processing fee charged to Unreal Kingdoms by our third party payment processor, if applicable.
- c. Payments may be processed on behalf of Unreal Kingdoms by a third-party payment processor using their secure site. Upon submitting your order your information will be sent to the third-party payment processor. Personal information that you submit during the payment process is subject to our Privacy Policy.
- d. You are responsible for and agree to pay promptly all charges to your account, including applicable taxes on use by you or anyone you allow to use your account and password to access this Service. You agree and accept responsibility for keeping all your account information current, including, if applicable, your address, payment information, telephone number, and email address.
- e. Unreal Kingdoms reserves the right to change the prices, fees and charges associated with the Service at any time and from time to time without any notice or any liability to you or any other person. Unreal Kingdoms reserves the right to limit the Service provided to any user. Unreal Kingdoms also reserves the right at any time to reject, cancel or terminate any transaction.

## 8. License to User Content

You are solely responsible for the content of, and for any harm resulting from, any content that you post, upload, link to or otherwise make available via the Service (your **“User-Generated Content”**), regardless of the form of that Content. We are not responsible for any public display or misuse of your or any other user’s User-Generated Content. You represent and warrant to us that you own, or you have obtained all licenses or permissions from any necessary parties, to use User-Generated Content that you submit to Unreal Kingdoms and that the User-Generated Content violate no intellectual property or personal right of

others or any applicable law or regulation. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with your User-Generated Content.

We do not pre-screen User-Generated Content, but we have the right (though not the obligation) to refuse or remove any User-Generated Content that, in our sole discretion, violates any of our terms or policies.

Although Unreal Kingdoms does not claim ownership of content that its users post on our Service, by posting content to any area of our Service that is accessible to all users, you automatically grant, and you represent and warrant that you have the right to grant, to Unreal Kingdoms an irrevocable, perpetual, non-exclusive, transferable, sublicensable, royalty free, fully paid up, worldwide license to use, copy, reproduce, adapt, modify, publish, perform, display, store, distribute, translate, communicate and make available to the public, and otherwise use in connection with the operation or use of the Service, your User-Generated Content, and create compilations and derivative works from such content, as part of our Service or otherwise.

You agree that this license includes the right for Unreal Kingdoms to make your User-Generated Content available to other users, companies, organizations, business partners, or individuals who collaborate with Unreal Kingdoms for the syndication, broadcast, communication and making available to the public, distribution or publication of your User-Generated Content on the Service or through other media or distribution methods. This license also includes the right for other users of the Service to use, copy, reproduce, adapt, modify, create derivative works from, publish, transmit, display, and distribute, translate, communicate and make available to the public your User-Generated Content, subject to these Terms.

You acknowledge and agree that Unreal Kingdoms may preserve your User-Generated Content and may also disclose your User-Generated Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any of your User-Generated Content violate the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Unreal Kingdoms , its end users, or the public.

## **9. Links to the Service**

We welcome you to link to this Service. However, you agree that if you link to this Service your website shall not (a) alter the visual presentation of this Service; (b) imply that Unreal Kingdoms is endorsing you or any other person, or your or such other person's products or services; (c) imply an affiliation between you or any other person, or your or such other person's products or services, and Unreal Kingdoms without the prior written consent of Unreal Kingdoms ; (d) misrepresent the relationship of you or



any other person with Unreal Kingdoms or present false, misleading or otherwise damaging information or impressions about Unreal Kingdoms or any of its products or services; or (e) contain materials that may be illegal or interpreted as distasteful, harmful, offensive, or inaccurate.

You acknowledge and agree that in no event will Unreal Kingdoms provide any form of remuneration for any links you may make to this Service.

By accessing or using Unreal Kingdoms, you agree to the terms and conditions outlined on this Terms of Use Agreement (“Agreement”) related to our site (“Site”). This Agreement is entirely and solely an agreement between us and you and replaces any prior or current agreements, statements, assurances, and understandings regarding the Site, Content, Product, or Service provided by or through the Site, and the subject matter of this agreement.

The agreement may be modified from time to time without prior notice to you. The latest version of the agreement will be posted on the Site, and you will have to review the Agreement carefully before using the Site.

If you are a User coming from a certain company, the use of the Service will be regulated by the Service Agreement between your company and Unreal Kingdoms. Please read the whole agreement thoroughly to understand your rights and obligations.

By accessing or using the Service, you agree to the terms of use, conditions, and all applicable laws. If you do not agree to these terms, then do not use the Service. Alternatively, you can also delete or deactivate the Service on your device software.

### **Account Uses & Behaviors**

To access our Service’s features, you must create an Unreal Kingdoms Account. Unreal Kingdoms provides 2 (two) account choices that you can use on our Service including:

a. Internal Users

An account that already owns a place inside Unreal Kingdoms.

b. External Users

A visitor account on Unreal Kingdoms.

You are not allowed to use other people's accounts without any permission. When creating an account, you have to provide accurate and thorough information. You will have to be responsible for any activities happening on your account and secure your password to avoid any disadvantage or legal consequences due to your negligence or mistakes.

If there's any security breach or unauthorized use of your account, please let us know; including any changes to the information you provided when registering by updating your personal information, so we can communicate effectively.

Although Unreal Kingdoms will not be held responsible for losses caused by unauthorized use of your account, you may be responsible for losses from Unreal Kingdoms or others due to such unauthorized use.

Unreal Kingdoms Services are not intended to be used for minor Users which have been ruled according to the jurisdiction. Minor Users who use the Unreal Kingdoms Services will be the responsibility of parents/guardians of the Users.

If you provide incorrect, unclear, inaccurate, or incomplete statements and guarantees, information, or personal data, Unreal Kingdoms has the right to reject your Unreal Kingdoms Account application and suspend or stop half of or entire Unreal Kingdoms Services provided to you.

### **Intellectual Property Rights**

The intellectual property rights related to Unreal Kingdoms Services are owned by Unreal Kingdoms and its affiliates, which are obtained in a legal way and do not violate any applicable laws and regulations. There's no right or permission allowed, be it directly or indirectly, to Users or any parties to access the site to use or multiply any intellectual property, and there's no party that can claim the rights of ownership or interest in it. You are not allowed to modify the copy in the form of paper or digital from any material. If you happen to find any violation of our Intellectual Property Rights, please report it to us by reaching out to our contact person.

### **Purchasing and Selling Assets in Unreal Kingdoms**

If you purchase and/or sell Assets in Unreal Kingdoms, you can only use these 2 (two) networks for every financial transaction:

- a. Payment with direct transfer or digital payment method provided in the platform, which can be used by internal or external users in Unreal Kingdoms through Credit Cards.

#### b. Purchasing UK Credits on Unreal Kingdoms, which can only be used by internal users in Unreal Kingdoms

Every transaction of purchase or sale that happens on Unreal Kingdoms will be charged with an additional fee that has to be paid by the buyer to Unreal Kingdoms. The fee will be applied automatically as a part of the sales transaction.

### **Ownership of Unreal Kingdoms Content**

All Unreal Kingdoms Content is owned by Unreal Kingdoms or its licensors and is protected by the laws. Your use of the Service does not give you any ownership in Unreal Kingdoms Content and except for the limited license we give you under this Agreement, your use of the Service does not give you any license or permission under copyright, trademark, or intellectual property of the other property rights of Unreal Kingdoms or its affiliates. We have all rights not expressly granted to you in this Agreement.

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services provided by us, which have been regulated in the Terms—except when it's allowed and stated in the Terms.

You may not reproduce, distribute, adapt, modify, translate, publish, prepare derivative works, or make use of our Services or Unreal Kingdoms Content for any purpose without written consent from Unreal Kingdoms or the appropriate copyright owner in the works. Any kind of commercial exploitation over our Services or Unreal Kingdoms Content without any prior written consent from us or the right holder is strictly prohibited.

Every software that acts as a service related to the Services (“Software”) is entirely owned by Unreal Kingdoms, except if it's needed to proceed with prior licensing, any kinds of use, redistribution, selling, decompilation, reverse engineering, demolition, translation, or software reduction in a readable form for humans is strictly prohibited. You agree that Unreal Kingdoms can renew the Software without any prior notice anytime and at our sole discretion and that this Term will apply in accordance with the latest version of the Software.

### **ASSET OWNERSHIP**

During the operation of the Services, you can upload certain Assets that you have created to Unreal Kingdoms according to this Term. You will always be the owner of your Assets every time, and Unreal Kingdoms does not claim any ownership over your Assets, except if it's stated the other way in this Term. The Term will apply to all Assets that you import to any Unreal Kingdoms site.

You are fully responsible to ensure that every Asset you upload to our Services abides by the laws and any third party, including but not limited to intellectual property rights, privacy rights, and publicity rights. You agree that every information included in your Assets can be used according to Privacy Policies. Unreal Kingdoms will always have the right, at its sole discretion, to accept or reject any Assets.

By using our Services, you grant Unreal Kingdoms the right and license that applies worldwide, non-exclusive, continuous, uncanceled, sublicensable (in different levels), transferable, and license to use, reproduce, distribute, reformat, and publicly display to develop, distribute, provide, increase, and promote Services, our activities, and Assets that you share publicly. You further grant Unreal Kingdoms to use your name and brand, if there's any, related to our uses over your Assets which will be shared publicly.

You can make your Assets available to purchase on Unreal Kingdoms. When you upload the Assets and make them available on our marketplace, you maintain ownership over all intellectual property rights related to the Assets. However, you agree to create a certain number of Assets to be available for sale.

### **The Use of Websites. Personal and Non-Commercial Usage Restrictions**

Unreal Kingdoms website can be used for personal uses, be it for your commercial or non-commercial purposes, except if it's stated in these Terms.

#### **a. Unreal Kingdoms Commercial Uses**

If you want to use our Product for any commercial purposes, you must create a business account and agree to our Service Business Terms. You can use Unreal Kingdoms for the sake of business purposes by setting up your business account in Unreal Kingdoms.

#### **b. Unreal Kingdoms Non-Commercial Uses**

You can display and follow any strict limits stated which are related to a certain material, electronically copy, and download. Users are fully responsible to choose the appropriate license, if there's any, in which the Content is available to download. By downloading the User Content provided by other Users, you will have to agree to obey the applicable license terms when downloading.

### **Pricing and Payment**

Unreal Kingdoms is free to use.

## **UK Credits**

We provide UK Credits for any account and landowner in Unreal Kingdoms. UK Credits are digital credit that can be used for internal account owners to proceed with any selling or purchasing transactions within Unreal Kingdoms. The value of the credit could change from metaverse to metaverse.

## **Prohibition and Limitations of Liability**

No one is allowed to try and/or activities that can be considered as trying to collect, process, and/or reveal Data contained in the Unreal Kingdoms electrical system with purposes that violate legislation. No one is also allowed to use the Unreal Kingdoms website to violate the network, computer, communication system, software application, or computational devices' security or integrity ("System").

The violated acts include accessing or using any System without permission, such as trying to inspect, scan, or test the durability of our System or violating any security or authentication acts that are used in a System.

Unreal Kingdoms and its affiliates are not responsible for the gathering, processing, and/or revealing that are done out of Unreal Kingdoms' electronic system.

## **10. Trademarks and Marketing**

You may indicate that your application, technology or feature developed or distributed by you that incorporates the Service (an "**Application**") is "built with Unreal Kingdoms <sup>TM</sup>" or "Unreal Kingdoms <sup>TM</sup> powered". However, unless provided in an agreement between you and Unreal Kingdoms, you may not otherwise use "Unreal Kingdoms" or any other trademark of Unreal Kingdoms in connection with your application or company, or in any URL, product, service, name field or logos created by you.

## **11. Disclaimer Regarding Third Party Content**

Our Service may offer access to third party websites and content available over the Internet. Unreal Kingdoms generally exercises no control over such third-party websites and content. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are

responsible for viewing, accepting and abiding by the Terms and privacy policies posted at these third-party websites. Inclusion of a link to third party content does not imply endorsement by Unreal Kingdoms of such content. You further agree that Unreal Kingdoms shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred because of, or in connection with your use of, or reliance on, any third-party websites or content.

## **12. Termination**

**If you breach any provision of these Terms, then you may no longer use this Service. We, in our sole discretion, shall determine whether these Terms have been violated. You agree that we may, in our sole discretion, modify, change, cancel, terminate or suspend your account with or without notice.**

**Upon termination or suspension of your account, regardless of the reasons therefore, your right to use this Service immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Service. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection with such termination or suspension.**

## **13. Disclaimer of Warranties and Liability**

Access and use of our Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Unreal Kingdoms is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of our Service for any reason.

**THE SERVICE (INCLUDING ITS CONTENT AND ANY USER-GENERATED CONTENT) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND UNREAL KINGDOMS AND ITS AFFILIATES DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THIS SERVICE (INCLUDING THE CONTENT AND ANY USER-GENERATED CONTENT). FOR GREATER CERTAINTY, UNREAL KINGDOMS DOES NOT WARRANT THAT THIS SERVICE WILL (i) MEET YOUR REQUIREMENTS, (ii) BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE OR ANY RELATED EQUIPMENT, (iii) BE RELIABLE,**

ACCURATE, AUTHENTIC, CURRENT OR COMPLETE, (iv) CONTINUE TO OPERATE, (v) OPERATE WITHOUT INTERRUPTIONS, OR (vi) BE ERROR-FREE.

Unreal Kingdoms does not warrant the accuracy or completeness of the Content or the User-Generated Content. Unreal Kingdoms and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents and service providers, shall not be liable for any (1) direct damages; or (2) special, indirect, incidental, or consequential damages, including lost revenues or lost profits, which may result from the use of the Content, the User-Generated Content or our Service. As noted above, Unreal Kingdoms may make changes to our Service at any time without notice. However, Unreal Kingdoms makes no commitment to update the information contained herein.

#### **14. Indemnity**

You agree to indemnify and hold Unreal Kingdoms and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents and service providers harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of content you submit, post or make available through our Service (including your User-Generated Content), your use of our Service (including its Content and any User-Generated Content), your violation of these Terms, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

#### **15. Unsolicited Submissions**

If you submit ideas, drawings, recipes, suggestions, comments, or similar information to Unreal Kingdoms, whether through our Service or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions.

You agree that the content of your submissions will immediately become the property of Unreal Kingdoms. You also recognize that your submissions may be used or developed by or on behalf of Unreal Kingdoms or its affiliates without any obligation to you.

#### **16. Independent Relationship**

Nothing in these Terms shall be construed as forming a partnership or joint venture between Unreal Kingdoms and you. Neither party to these Terms will have the authority to bind the other by contract or otherwise or make any representations on behalf of

the other. You acknowledge that Unreal Kingdoms is acting independently from you, and that Unreal Kingdoms will not be deemed, under any circumstances, to be your employee or agent for any purpose.

## 17. General Matters

These Terms constitute the entire agreement between you and Unreal Kingdoms regarding your use of our Service, superseding any prior agreements between you and Unreal Kingdoms. These Terms and the relationship between you and Unreal Kingdoms shall be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein) without regard to its conflict of law provisions. You and Unreal Kingdoms agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of Unreal Kingdoms to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. In these Terms the word "including" or "includes", or any variation thereof means including, without limitation and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. You may not assign any of your rights and obligations under these Terms; Unreal Kingdoms may assign any of its rights or obligations under these Terms at any time without notice to you. These Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

The address for notice to Unreal Kingdoms under these Terms is:

Avlonos 1, MARIA HOUSE, 1075 Nicosia, Cyprus

Unreal Kingdoms may provide you notice under these Terms by email or other electronic communication or by posting communications to its development community on the Unreal Kingdoms website. You consent to receive such notices in any of the foregoing manners and agree that any such notices by Unreal Kingdoms will satisfy any legal communication requirements.

## 18. Arbitration

Unless otherwise agreed to in writing by the parties, all disputes relating to or arising under these Terms in which the aggregate amount sought in the dispute by all related parties exceeds USD \$25,000 shall be subject to final and binding arbitration under the international standard for *Arbitration* (the "**Arbitration**"), varied as follows:



- a. Either party may refer a dispute to Arbitration by giving notice of same to the other party (a “**Notice to Arbitrate**”).
- b. The Notice to Arbitrate shall set out a concise description of the dispute to be submitted to Arbitration. The Arbitration, including the rendering of the award or decision, shall take place in Toronto, Ontario, which shall be the seat of the proceedings.
- c. The arbitral tribunal for the Arbitration shall be composed of one arbitrator (the “**Arbitrator**”). The party that delivers a Notice to Arbitrate (the “**Applicant**”) shall, in the Notice to Arbitrate, nominate an individual to act as the Arbitrator. Within five (5) business days of the date of receipt of the Notice to Arbitrate (the “**Response Date**”), the other party (the “**Respondent**”) shall, by notice to the Applicant in writing, either signify its acceptance of the Applicant’s nominee or, in the alternative, propose an alternative to act as the Arbitrator. If the Respondent fails to provide such notice by the Response Date, the Respondent shall be deemed to have accepted the Applicant’s nominee for Arbitrator. If the Applicant and the Respondent do not agree within five (5) business days of the Response Date as to who shall act as Arbitrator, then the parties shall request the International ADR Agency to nominate the Arbitrator and shall accept any such nomination as the Arbitrator.
- d. The costs of the Arbitration shall be split evenly between the parties.
- e. The parties acknowledge and agree that the decision of the Arbitrator in the Arbitration shall be final and binding, and there will be no appeal of any such award or determination on any grounds.

## 19. Apple Terms and Conditions

If you have downloaded a version of the Service for use on the iOS platform, the additional provisions set out in this Section apply to your use of such version of the Service. When we say “Apple” in this Section we mean “Apple Inc.”.

The parties acknowledge that these terms are concluded between the parties only and not with Apple, and we, not Apple, are solely responsible for the Service and the content thereof. If these terms provide for usage rules for the Service that are less restrictive than the Usage Rules set forth for the Service in, or otherwise conflict with, the App Store Terms of Service as of the effective date of these terms, such usage rules for the Service will not be in force to the minimal extent of such inconsistency.

The Service license is limited to a non-transferable license to use the Service on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Service may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

The parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service.

To the extent any warranty is imposed upon the Service pursuant to any applicable law, in the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Service to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such warranty will be our sole responsibility.

The parties acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection, privacy or similar legislation.

The parties acknowledge that, in the event of any third-party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights, you, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

You must comply with applicable third-party terms of agreement when using the Service.

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these terms in respect of the Service, and that, upon your acceptance of these terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms in respect of the Service against you as a third-party beneficiary thereof.

## **20. Language**

The parties have required that this agreement and all documents relating thereto be drawn up in English.

## Contact Details

Eight Galaxies B.V.

Email: [compliance@unrealkingdoms.com](mailto:compliance@unrealkingdoms.com)

END OF DOCUMENT