

## TERMS OF USE

WELCOME TO THE BULLET LEAGUE VIDEOGAME PROVIDED TO YOU BY FUNDAY FACTORY APS. BEFORE ACCESSING AND PLAYING THE GAME, USING THE RELATED SERVICES OR ACCESSING ANY GAME RELATED WEBSITES, ETC. (THE GAME, RELATED SERVICES AND THE WEBSITES HEREINAFTER THE “GAME”), PLEASE READ THIS AGREEMENT CAREFULLY. PLEASE NOTE THAT BY ACCESSING AND PLAYING THE GAME YOU AGREE TO ABIDE BY THESE TERMS OF USE AND A LEGALLY BINDING AGREEMENT IS CREATED BETWEEN FUNDAY FACTORY APS AND YOU WHETHER OR NOT YOU ARE A REGISTERED PLAYER OF THE GAME. IF YOU ARE AN END USER BASED IN THE UNITED STATES CERTAIN PROVISIONS OF THE AGREEMENT SPECIFICALLY APPLIES TO YOU, FOR EXAMPLE SECTIONS 23 AND 24, UNDER WHICH YOU AGREE TO ARBITRATE CERTAIN CLAIMS INSTEAD OF GOING TO COURT AND AGREE NOT TO BRING CLASS ACTIONS CLAIMS. IF YOU DO NOT AGREE TO THE TERMS OF USE, PLEASE DO NOT ACCESS AND PLAY THE GAME. FUNDAY FACTORY APS RESERVES THE RIGHT TO TEMPORARILY OR PERMANENTLY DISABLE ACCESS TO THE GAME FOR ANYONE WHO VIOLATES THESE TERMS OF USE. FUNDAY FACTORY APS MAY DISABLE ACCESS TO THE GAME AT ITS DISCRETION AND MAY DO SO WITHOUT NOTICE.

### **1. Acceptance**

This document (“Terms of Use”) is a legal agreement between you (“You”, “End User” or “user”) and Funday Factory ApS, a Danish corporation, with registered and business offices at Søndergade 4, 8000 Aarhus, Denmark (“Funday Factory”) and governs your use of the Game, whether or not you are a registered End User of the Game.

PLEASE NOTE THAT BY ACCESSING AND/OR PLAYING THE GAME YOU AGREE TO ABIDE BY AND BE BOUND BY THESE TERMS OF USE. FUNDAY FACTORY OWNS ALL INTELLECTUAL PROPERTY RIGHTS IN AND TO THE GAME AND PERMITS YOU TO PLAY THE GAME ONLY IN ACCORDANCE WITH THESE TERMS. YOUR PLAYING OF THE GAME CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, PLEASE DO NOT ACCESS AND PLAY THE GAME.

### **2. The Game**

Bullet League is a free to play (“F2P”) videogame provided to you by Funday Factory ApS. The Game takes the beauty of a simple 2D platformer and combines it with action-packed gunplay in a dramatic scenery. The result is a fast-paced Battle Royale experience developed specifically for mobile platforms.

### **3. Access to the Game**

To access and play the Game you must have a current generation smart mobile phone (“smart phone”) or tablet etc. and Internet access. You must register an account with a platform/service provider (Apple App Store (Apple), Google Play (Google) etc.), unless the Game is expressly provided in a form and venue where an account is not required. However, you may be required to provide a user name or screen name in order to access and play the Game. You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable others or to access your account. Funday Factory reserves the right to disable or block accounts without notice. You are not permitted to transfer your account, any in game currency, characters etc. to another person or entity, unless specifically permitted in writing by Funday Factory. Further, you must be 13 years or older to be entitled to access and play the Game. This Game is not intended for children under the age of 13. Children under the age of 13 may not access and play the Game. If you are at least 13 years old but

under 18 years of age you need parental consent to access and play the Game and any activities in the Game must be under the legal responsibility of the parents. Any registration by, use of or access to the Game by anyone under 13, or by anyone who is under 18 acting without parental consent, is unauthorized, unlicensed and in violation of these Terms of Use.

#### **4. Third Party Accounts**

If enabled by Funday Factory in its sole discretion, you may establish an account with account data provided to Funday Factory by a third party such as a gaming platform, social networking service etc. in which case you may have a separate, additional account relationship with such third party.

#### **5. Registration and warranties**

You acknowledge and agree that you will (a) provide to Funday Factory or the platform/service providers as applicable true, accurate, current, and complete information as requested when registering an account and (b) maintain and update this registration information to keep it true, accurate, current, and complete. 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) you are not listed on any U.S. Government list of prohibited or restricted parties. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to any computer, smart phone, tablet etc. that you use for accessing the Game and you hereby accept sole responsibility for all activities that occur under your account or password. Funday Factory, its affiliates and service providers reserve the right to restrict or terminate access to the Game, refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion for any reason whatsoever, including, without limitation, if you provide registration information which is false, inaccurate, not current, or incomplete.

For information regarding how Funday Factory handle the information you transmit through the Game please see the [Privacy Policy](#). Please note that your access to and playing of the Game constitutes your acceptance of the Privacy Policy.

#### **6. Products and services**

FUNDAY FACTORY RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE/CANCEL THE GAME, INCLUDING YOUR ACCESS TO THE GAME AT ANY TIME. FUNDAY FACTORY MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE GAME NOR DOES IT REPRESENT OR WARRANT THAT THE GAME WILL BE AVAILABLE AT ALL TIMES OR AT ANY TIME. THE GAME MAY BE INCOMPLETE, MAY CONTAIN ERRORS ETC. FUNDAY FACTORY MAKES NO COMMITMENT AND EXPRESSLY DISCLAIMS ANY DUTY TO FIX ANY ERRORS OR LACK OF FUNCTIONALITY IN THE GAME. THE GAME IS PROVIDED ON AN “AS IS” BASIS WITHOUT ANY EXPRESS WARRANTIES.

#### **7. Payment**

Certain versions of the Game may be provided as a “free-to-play game” where you can access and play certain parts of the Game or Game versions without paying any fees. However other versions of the Game or certain Game levels and features are “premium features” where you must pay a fee or purchase in-game material or access to play such levels and features etc. Where applicable, You agree to fully pay for the Game, features, levels, versions, in-game purchases, products and services that you have ordered in the Game. You are responsible for providing Funday Factory and/or the platform/service providers with valid credit card information to secure payment. Funday Factory and/or the platform/service providers reserves the right to cancel any order if the credit card information you provide is not valid. Payment may be processed in cooperation with third party payment service providers, like PayPal etc. Funday Factory or the platform/service providers confirm

all subscriptions, purchases and send all initial login or activation information by email once Funday Factory or the platform/service provider have had the opportunity to confirm your purchase.

## **8. Payment terms**

In order to access and play certain versions of the Game or certain Game levels in the Game, access certain additional content, premium services etc. you are required to pay certain fees (certain Game versions and the premium services and access to additional content are provided to paying users only). You can find the current fees and payment terms at the platform/service provider's Game access pages etc. Funday Factory may also offer other products and services in the Game etc., either for free, for one-time fees or for recurring fees. Funday Factory and/or the platform/service provider may amend the fees and payment terms at any time. If any fees are subject to any type of applicable taxes, Funday Factory or the platform/service provider may charge you for any such taxes, in addition to any fees.

**ALL FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART.**

However, a remaining portion of the payment may be credited in Funday Factory's and/or the platform/service provider sole discretion should you decide to upgrade your services. When you purchase the Game and any product or service in the Game or in relation to the Game you authorize Funday Factory or the platform/service provider to automatically charge your credit card the fees in accordance with the payment terms. You are responsible for paying all applicable taxes (including those Funday Factory or the platform/service provider are not required to collect) and for all hardware, software, mobile/handheld, Internet access and other costs you incur to access and play the Game. It is your personal responsibility to monitor your data consumption and related costs. Funday Factory and/or the platform/service provider reserves the right to change the fees and availability of the Game at any time without notice; provided, however, such price change will not affect your purchase price for orders that Funday Factory or the platform/service provider has already actually received from you and processed, unless expressly stated otherwise in your payment terms. You are responsible for reviewing the Game for changes in the fees or payment terms.

## **9. Access**

In consideration of the payment of any applicable fees and subject to your registering for an account and compliance with the terms contained herein, Funday Factory or the platform/service provider will, upon receipt of your payment if applicable, provide you with a limited, non-exclusive, revocable license to access the Game and enable you to access and play the Game subject to the other applicable provisions, limitations and restrictions in these Terms of Use. You may not upload or republish the Game or Game Content on any Internet, Intranet or Extranet sites or incorporate the information in any other database or compilation, and any other use of the Game or Game Content is strictly prohibited. However, you may upload recordings of yourself playing the Game on channels like Twitch.com and YouTube.com etc, provided that such use is done in good taste and does not infringe on the intellectual property rights of Funday Factory or reflect negative on Funday Factory or the Game. If you do upload recordings of yourself playing the Game you must insert disclaimers stating that you are posting the material without any affiliation with Funday Factory or the Game. For example: "This content is not approved, sponsored, paid for, affiliated with or endorsed by Funday Factory, affiliates, platform/service providers etc. Funday Factory, affiliates, platform/service providers etc. have no responsibility for my posting, claims, opinions etc. If Funday Factory or the platform/service provider is unable to process your payment at any time, your access to certain services, content etc. may be suspended or terminated at Funday Factory's or the platform/service provider's discretion.

## **10. Delivery of products and services, Updates and New Releases**

FUNDAY FACTORY PROVIDES THE GAME ON AN “AS IS” BASIS. FUNDAY FACTORY OR THE PLATFORM/SERVICE PROVIDER SHALL ENDEAVOR TO DELIVER THE GAME THAT YOU HAVE ORDERED TO YOU WITHIN A REASONABLE AMOUNT OF TIME. HOWEVER, TECHNICAL PROBLEMS MAY DELAY OR PREVENT DELIVERY AND EXCEPT AS SET FORTH IN THE NEXT SENTENCE, FUNDAY FACTORY OR THE PLATFORM/SERVICE PROVIDER SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO DELAYS OR DELIVERY PROBLEMS. YOUR SOLE REMEDY WITH RESPECT TO THE GAME, A PURCHASED PRODUCT OR SERVICE THAT IS NOT DELIVERED WITHIN A REASONABLE AMOUNT OF TIME AFTER ORDERING IS TO EITHER RECEIVE A REPLACEMENT OF THE GAME, PRODUCT OR SERVICE, OR A REFUND OF THE PURCHASE PRICE PAID FOR THE GAME, PRODUCT OR SERVICE, AS DETERMINED BY FUNDAY FACTORY OR THE PLATFORM/SERVICE PROVIDER IN THEIR SOLE DISCRETION.

FUNDAY FACTORY MAY FROM TIME TO TIME UPDATE OR OTHERWISE MODIFY THE GAME ELECTRONICALLY, OR REQUIRE THE USER TO INSTALL UPDATES, PATCHES OR FIXES TO THE GAME (“UPDATES”). UPDATES MAY CHANGE THE GAME’S TERMS, CONDITIONS, FEATURES, ITEMS, MECHANICS, OR ANY OTHER ELEMENT OF THE GAME. YOU MUST INSTALL SUCH UPDATES BEFORE YOU WILL BE ALLOWED TO PROCEED TO PLAY THE GAME. IF YOU FAIL TO INSTALL THE NEW RELEASE WHEN REQUIRED, FUNDAY FACTORY WILL NOT BE RESPONSIBLE IN ANY WAY FOR YOUR INABILITY TO PLAY THE GAME, AND YOU SHALL NOT BE ENTITLED TO RECEIVE A REFUND OF ANY PREPAID FEES OR ANY OTHER FORM OF COMPENSATION.

YOU ARE NOT ENTITLED TO RECEIVE ANY NEW RELEASES OF THE GAME, OR ANY EXPANSION PACKS, UPDATES, UPGRADES OR SIMILAR PRODUCTS UNDER THIS AGREEMENT, BUT FUNDAY FACTORY MAY, IN ITS SOLE DISCRETION, BUT IS NOT OBLIGATED TO OFFER ANY OR ALL OF THE FOREGOING TO YOU. FUNDAY FACTORY MAY PROVIDE NEW RELEASES OR OTHERWISE ENHANCE THE GAME AT ANY TIME, IN ITS SOLE DISCRETION, WITHOUT OBLIGATION TO YOU. ANY SUCH NEW RELEASE OR OTHER ENHANCEMENT OF THE GAME MAY CHANGE THE GAME’S TERMS, CONDITIONS, FEATURES, ITEMS, MECHANICS, OR ANY OTHER ELEMENT OF THE GAME. PERIODICALLY, FUNDAY FACTORY WILL REQUIRE ALL USERS TO MIGRATE TO NEW RELEASES OF THE GAME IN ORDER TO CONTINUE TO PLAY IT. IF YOU FAIL TO UPDATE THE GAME AND INSTALL THE NEW RELEASE WHEN REQUIRED, FUNDAY FACTORY WILL NOT BE RESPONSIBLE IN ANY WAY FOR YOUR INABILITY TO PLAY THE GAME, AND YOU SHALL NOT BE ENTITLED TO RECEIVE A REFUND OF ANY PREPAID FEES OR ANY OTHER FORM OF COMPENSATION.

#### **11. Links to other Games etc.**

The Game, platforms etc. may contain advertising and links to other games, websites, services etc. Funday Factory does not review or evaluate any adverts or games, websites, services etc. linked to in the Game or the platforms and is not responsible for the accuracy, copyright compliance, legality, decency, or appropriateness of the adverts, content on these games, websites, services etc. nor is it responsible for the advertising, products, or other materials that may appear in or are offered by such adverts, games, websites, services, the platforms etc. You should carefully review the adverts and respective conditions of use for each of these games, websites, services etc. Under no circumstances shall Funday Factory be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by your use of or reliance on any advertising, content, products, goods, or services etc. available on such games, websites, services, platforms etc.

#### **12. Indemnification**

Your access to and/or playing of the Game constitutes your agreement to defend, indemnify, and hold harmless Funday Factory, its parents and affiliates, licensors and partners, the platform/service providers and their respective members, employees, contractors, officers, and directors, from and against any actions, claims, demands, liability and expenses, including reasonable attorneys' fees, arising out of your use or misuse of the Game including related services by a third party with the use of your account.

### **13. Termination**

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### **14. Disclaimers and limitations of liability**

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WITHOUT LIMITING THE FOREGOING, FUNDAY FACTORY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE GAME, THE INFORMATION, CONTENT, MATERIALS ETC. INCLUDED THEREIN; (II) THAT THE GAME WILL BE FUNCTIONING CONTINUOUSLY, UNINTERRUPTED, SECURELY OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, PRODUCTS AND SERVICES PROVIDED; OR (IV) THAT THE GAME, SERVERS, PLATFORMS, OR E-MAILS SENT FROM OR ON BEHALF OF FUNDAY FACTORY, ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS. ALTHOUGH FUNDAY FACTORY PROVIDE RULES FOR USER CONDUCT AND POSTINGS, FUNDAY FACTORY DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT OR SHARE IN THE GAME AND IS NOT RESPONSIBLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL OR OTHERWISE OBJECTIONABLE CONTENT YOU MAY ENCOUNTER IN THE GAME OR THE PLATFORMS OR IN CONNECTION WITH ANY THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT. FUNDAY FACTORY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY PLAYER OF THE GAME.

THE OPERATION AND FUNCTIONS OF THE GAME MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF FUNDAY FACTORY, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL FUNDAY FACTORY, ITS PARENTS, AFFILIATES, LICENSEES, LICENSORS, PARTNERS AND/OR PLATFORM/SERVICE PROVIDERS (COLLECTIVELY "FUNDAY FACTORY" FOR PURPOSES OF THIS SECTION 14 AND THE FOLLOWING SECTION 15) BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE OR PLAY THE GAME, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE GAME OR OTHERWISE FROM FUNDAY FACTORY OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, BLOGS, CHATS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO FUNDAY FACTORY'S RECORDS, PROGRAMS, OR GAMES ETC. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE IN OR IN RELATION TO THE GAME. FUNDAY FACTORY TAKES NO RESPONSIBILITY FOR THE ACCURACY, SAFE DELIVERIES, AND FUNCTIONALITY OF SMS/TEXTING SERVICES ETC. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL FUNDAY FACTORY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE GAME OR THE PURCHASE OF ANY PRODUCT OR SERVICE THEREIN, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FUNDAY FACTORY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE GAME DURING THE CALENDAR YEAR WHEN THE CLAIM IS MADE.

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CONNECTION WITH THE GAME, THAT THE FUNCTIONS CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GAME, PRODUCTS AND SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR-FREE, OR THAT DEFECTS IN THE GAME, OR PRODUCTS AND SERVICES YOU HAVE PURCHASED OR USE IN OR IN CONNECTION WITH THE GAME WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FUNDAY FACTORY OR A FUNDAY FACTORY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE GAME, OR PRODUCTS AND SERVICES YOU HAVE PURCHASED OR USE IN OR IN CONNECTION WITH THE GAME PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IF NEEDED.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FUNDAY FACTORY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS (HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) ARISING OUT OF THE POSSESSION OF, USE OF OR INABILITY TO USE THE GAME, OR PRODUCTS AND SERVICES YOU HAVE PURCHASED OR USE IN OR IN CONNECTION WITH THE GAME, OR DEFECT IN OR CAUSED BY THE GAME, OR PRODUCTS AND SERVICES YOU HAVE PURCHASED OR USE IN OR IN CONNECTION WITH THE GAME, INCLUDING BUT NOT LIMITED TO COMPROMISING THE SECURITY OF YOUR COMPUTER, OPERATING SYSTEM OR FILES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FUNDAY FACTORY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE GAME, PRODUCTS AND SERVICES DURING THE CALENDAR YEAR WHEN THE CLAIM IS MADE.

**16. Seizure warning, motion sickness etc.**

In rare instances, some users may experience seizures when exposed to certain light patterns or flashing lights in the Game and/or advertising related to the Game. Exposure to certain light patterns or backgrounds on a video monitor or virtual reality/augmented reality headset/glasses/equipment may induce an epileptic seizure, motion sickness even in persons who have no history of prior seizures or epilepsy. Funday Factory takes no responsibility for such effects in the Game and advertising related to the Game and end results thereof and you are accessing and playing the Game and seeing the advertising on your own risk. Nor does Funday Factory take any responsibility for motion sickness, any balance problem etc. that may occur from the playing of the Game or seeing the advertising etc.

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#### **19. Prohibited use**

You agree to abide by all applicable laws and regulations when playing the Game. Your continued access to the Game and right to play the Game is subject to proper conduct. Without limiting Funday Factory's rights to control the Game's environment, and the conduct of the End Users within that environment, Funday Factory prohibits the following practices that Funday Factory has determined detract from the overall user experience and you are strictly prohibited from:

- 1) Taking any action that imposes an unreasonable or disproportionately large load on the System of the Game;
- 2) Use of your own or third-party software to modify any content appearing within the Game, its environment or change how the Game is played or services used;
- 3) Use of your own or third-party software, the Game or any information accessible through the System, to bypass or modify any System login architecture or create or provide any other means through which any System may be accessed and/or the Game may be used by others in ways other than those intended by Funday Factory;

- 4) Disrespecting the rights of others and their rights to play and enjoy the Game. You may not defraud, harass, threaten, or cause distress and/or unwanted attention to other players;
- 5) When naming any character, team, guild or clan you may not use sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive language;
- 6) You may not post or communicate any player's real world information (name, address, account name, etc.) in the Game, on the Websites or in any other forum or media, or make public anyone's identification documents or sensitive financial information or posting such information in the Game or other permitted websites;
- 7) You may not harvest or collect email addresses or other contact information of other users from the Game by electronic or other means, for example for the purposes of sending unsolicited emails or other unsolicited communications;
- 8) You may not solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- 9) You may not use sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive language or images;
- 10) You may not post material that includes graphic depictions of gratuitous or excessive violence, includes profane or obscene language or gestures, advocates intoxication or substance abuse, promotes gender, political or religious stereotypes, makes negative or disrespectful comments etc. about religions or reflects adversely on the name, reputation or goodwill of Funday Factory;
- 11) You may not post, upload or link to any sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive imagery or content;
- 12) You may not impersonate any Funday Factory representative, employee, consultant, partner etc;
- 13) You may not impersonate another person, misrepresenting your affiliation with an entity or person, hiding or attempting to hide your identity or otherwise conducting fraud;
- 14) You may not violate or encourage others to violate any local, state, national, or international laws or regulations;
- 15) You may not market, promote, advertise, or solicit products or services in the Game;
- 16) You may not modify any part of the Game, or Clients, Servers etc;
- 17) You may not advertise the intent to or commit the act of buying, selling, trading, sharing, or transferring access to the Game;
- 18) You may not advertise the intent to or commit the act of buying or selling items for cash or trading items in the Game;
- 19) You may not use the Game for any illegal purpose, arrange for the exchange or transfer of any pirated or illegal software in the Game;
- 20) You will follow the instructions of authorized personnel in or related to the Game;

- 21) You may not organize nor be a member of any pledges or groups within the Game that are based on or espouse any racist, sexist, anti-religious, anti-ethnic, anti-gay, or other hate mongering philosophies;
- 22) You may not provide false information or intentionally hide any information when registering for your account in the Game;
- 23) You will not attempt to interfere with, hack into, or decipher any transmissions to or from the servers or platforms running the Game;
- 24) You will not exploit any bug in the Game and you will not communicate the existence of any such exploitable bug (bugs that grant the user unnatural or unintended benefits) either directly or through public posting, to any other user of the Game. Bugs should be promptly reported to [support@bulletleague.com](mailto:support@bulletleague.com)
- 25) You will not attempt to play the Game on any server or platform that is not controlled or authorized by Funday Factory, its designees or platform/service providers;
- 26) You will not create, use, or provide any server emulator or other site where the Game may be played, and you will not post or distribute any utilities, emulators or other software tools related to the Game without the express written permission of Funday Factory;
- 27) You will not register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- 28) Using Funday Factory' copyrights or trademarks or any confusingly similar marks;
- 29) Uploading invalid data, viruses, worms, or other software agents to the Game;
- 30) Collecting information from other End Users without obtaining their consent; or
- 31) You may not use any own or any third-party software, macros or other stored rapid keystrokes or other patterns of play that facilitate gameplay, including progress and/or acquisition of items, rank or status when compared with ordinary Game play. You may not rewrite or modify the user interface or otherwise manipulate data in any way to acquire items, character attributes or beneficial actions not actually acquired or achieved in the Game.
- 32) Otherwise use the Game in any manner that breaches the terms and conditions of the Terms of Use or the Privacy Policy.

If you post recordings of your playing of the Game on platforms/channels/sites such as, but not limited to Twitch.com, YouTube.com etc. you shall refer to the name of the Game and give Funday Factory credit as the developer of the Game. Such recordings and postings shall be done in good taste.

Funday Factory and the platform/service providers can close down your account and stop your access to the Game for any reason, at any time, without notice, including, but not limited to if we believe that You violate these Terms of Use, the Privacy Policy, our policies.

## **20. Communication and Feedback**

Funday Factory may from time to time contact you by any appropriate information channel to keep you up to date with news about for example the Game, new products and services, updates, campaigns, promotions, faults, issues relating to technical aspects and/or the usability of the Game, payment methods etc. Funday Factory may occasionally ask you to provide information on your experiences of playing the Game etc. which will be used to improve the quality and provision of the Game etc. You are not required to provide any ideas, feedback or suggestions (collectively, "Feedback") to Funday Factory. Any and all information which is submitted by you is submitted voluntarily. To the extent you do provide any Feedback to Funday Factory, you agree to assign and hereby do assign and/or exclusively licenses all right, title and interest in and to such Feedback to Funday Factory and acknowledge that Funday Factory may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you. You can stop the delivery of promotional messages from Funday Factory by following the specific instructions in promotional messages or by our customer support at [contact@fundayfactory.com](mailto:contact@fundayfactory.com). These communication choices do not apply to mandatory service communications that are considered part of the Game. which you may receive periodically.

## **21. Electronic communications**

When you play the Game or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically and communicate with us electronically. We will communicate with you by e-mail or by posting notices in the Game or by any other means Funday Factory finds suitable. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically (whether by email, posting notice in the Game or otherwise) satisfy any legal requirement that such communications be in writing.

## **22. Disputes**

### Disputes between you and Funday Factory

OUR GOAL IS TO RESOLVE DISPUTES FAIRLY AND QUICKLY. FOR ALL DISPUTES AGAINST FUNDAY FACTORY, YOU AGREE TO FIRST CONTACT FUNDAY FACTORY AND TRY TO RESOLVE THE DISPUTE INFORMALLY BY SENDING A WRITTEN NOTICE OF THE CLAIM ("NOTICE") TO FUNDAY FACTORY. THE NOTICE TO FUNDAY FACTORY MUST BE SENT VIA REGISTERED LETTER TO THE ADDRESS LISTED IN SECTION 30 BELOW OR BY EMAIL WITH CONFIRMATION OF RECEIPT. THE NOTICE MUST (A) INCLUDE YOUR NAME, YOUR RESIDENTIAL ADDRESS AND E-MAIL ADDRESS AND / OR MOBILE PHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT; (B) DESCRIBE THE TYPE AND REASON FOR THE CLAIM; AND (C) SPECIFY THE SPECIFIC COMPENSATION SOUGHT. IF YOU AND FUNDAY FACTORY CANNOT AGREE ON A SOLUTION TO THE DISPUTE WITHIN 60 DAYS OF RECEIVING SUCH A NOTICE, EITHER PARTY MAY INITIATE LEGAL PROCEEDINGS IN ACCORDANCE WITH SECTIONS 23-26.

### User disputes

You are solely responsible for your interactions with other users of the Game. We reserve the right, but have no obligation, to monitor disputes between you and other users.

## **23. Arbitration**

If you are located within the United States of America, the following applies to you: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online

at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

The right to refrain from arbitration. You may choose to waive this arbitration term. Then neither you nor Funday Factory can demand that the other party take part in arbitration proceedings. In order to refrain, you must inform Funday Factory in writing about this within 30 days of obtaining notice of this Arbitration section. You must provide the name and address, the e-mail address associated with your Game account (if you have one) and a clear wording that you want to waive the arbitration terms. All requests to refrain from arbitration must be sent to: Funday Factory ApS, Søndergade 4, 8000 Aarhus, Denmark and marked "Waiver of Arbitration". If you do not waive this arbitration section it will continue to apply to you.

#### **24. Class action waiver**

YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 23 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### **25. Claims**

YOU AND FUNDAY FACTORY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### **26. Governing law**

(a) If you are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Denmark, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Denmark, with the Aarhus County Court (Retten i Aarhus) as first venue, to resolve any disputes arising out of or relating to this Agreement.

(b) If you are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to these Terms of Use that is not subject to mandatory arbitration as set forth above in section 23 shall be filed only in the state or federal courts in and for New York County, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

(c) Notwithstanding anything to the contrary, Funday Factory may apply to any court of competent jurisdiction for injunctive or other equitable relief.

#### **27. Severability**

If for any reason any provision of the Terms of Use shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective only to

the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

### **28. Modification**

Funday Factory reserves the right, at its discretion, to update or revise the Terms of Use at any time. Funday Factory will post such changes in the Game and or forums etc. related to the Game and these additional or revised terms will become part of the Terms of Use. Please check this Terms of Use document periodically for changes. Your continued playing of the Game constitutes your binding acceptance of the Terms of Use, including any changes or modifications made by Funday Factory as permitted above.

### **29. Entire agreement, Assignment**

These Terms of Use constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. Funday Factory may assign its rights under the Terms of Use without notice to you. You may not assign Your rights under the Terms of Use.

### **30. Disclosure**

The Game and related products and services hereunder are offered by Funday Factory ApS, a Danish corporation, with registered and business offices at Søndergade 4, 8000 Aarhus, Denmark. If you have questions or concerns about these Terms or Use, contact us at:

email: [contact@fundayfactory.com](mailto:contact@fundayfactory.com)

Telephone: +45 28 77 77 20

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