

# END USER LICENSE AGREEMENT

## 1. ABOUT THIS END USER LICENSE AGREEMENT

1.1 This End-User License Agreement (hereinafter referred to as "**EULA**") governs the relationship between You and StarWell Ltd, Smetanova 6, 678 01 Blansko, Czech Republic (hereinafter referred to as "**StarWell**")

1.2 This EULA incorporates the rules and guidelines that apply to Your use of the Game (hereinafter referred to as the "**Game Rules**"). The Game Rules are set out at [www.starwellgames.com](http://www.starwellgames.com)

and form part of this EULA.

You must also accept and comply with all rules of external platforms applicable to specific game, including but not limited to Apple Appstore and Game Center rules, and Google Play™ rules. Any breach of any rules of the external platforms shall also be regarded as a fundamental breach of the Terms of Service by You.

This EULA together with the rules that you accept and other documents of third parties set out how we expect You to behave when playing the Game. Please review them carefully before playing the Game.

## 2. THIS EULA AND YOU

2.1 If you are under 18 years of age, please ask your parent or guardian to review and approve this EULA on your behalf. If you are under the aforesaid age, you must not use or access the Game without a parent or legal guardian supervising you.

2.2 You confirm your agreement to this EULA including the Game Rules as part of the installation process of the Game (if applicable) or by using the Game. **If you do not agree to this EULA or the Game Rules, please do not attempt to install or use the Game.**

## 3. TERMS OF SERVICE AND PRIVACY POLICY

You confirm that as part of the process of creating a StarWell account (hereinafter referred to as the "**Account**") you read and agreed with our Terms of Service and our Privacy Policy.

## 4. AMENDMENTS TO THIS EULA AND THE GAME RULES

4.1 From time to time, we may need to amend this EULA for serious reasons, for example to reflect new features and functionality in the Game or because of changes in applicable the law. If we make a change to this EULA, we will inform you in advance via e-mail no later than thirty (30) calendar days before such changes come into force and that you shall be deemed to have accepted these changes (i) unless you have notified us of your objection to such changes within thirty (30) calendar days from the moment of receipt the e-mail notification from us, or (ii) if you use the license granted by this EULA after the changes have entered into force. In the e-mail notification, we will inform you of your right to terminate this EULA in accordance with its provisions, and the legal consequences of a failure to make such a notification. The latest version of this EULA will always be available on the StarWell websites (the "**Sites**"). Please make sure you check for updates to this EULA each time you

use the Game. Changes to this EULA shall not affect your accrued rights and shall not have retroactive effect.

4.2 From time to time we may also need to amend the Game Rules for serious reasons, for example to address issue that may arise in the Game or the way that the Game is being played and to ensure that the Game continues to be enjoyable for all users. If we make a change to these Game Rules, we will inform you via email in advance of such changes within thirty (30) calendar days from before such changes enter into force and of your right not to accept them. Changes to the Game Rules shall not affect your accrued rights and shall not have retroactive effect.

## 5. USING THE GAME

5.1 In return for your acceptance of this EULA, we give you the personal right (known as a "**license**") during the time this EULA is in force between you and us to download, install and play the Game.

5.2 This license is:

- **'non-exclusive'** (meaning that we can grant the same and similar licenses to other people as well);
- **'revocable'** (meaning that we can terminate this license in certain circumstances, which are explained further below);
- **'personal'** (meaning that you may not use the Game for any commercial purpose);
- **'non-transferable'** (meaning that the license is only for your benefit and you may not transfer or sub-license any of the rights that we grant to you to any other person);
- **'limited'** (meaning that you can only use the Game for the purposes we set out in this EULA); and
- conditional on your compliance with this EULA.

## 6. TECHNICAL REQUIREMENTS

For using the Game, you need certain hardware, software and capability (including a suitable connection to the Internet).

## 7. PATCHES, UPDATES AND CHANGES

From time to time, we may need to provide patches and updates, add additional content or provide other modifications to the Game (for example to enhance online gameplay, to add new features or to update them or to resolve software bugs). You hereby accept, recognize and understand that we constantly work on further development of the Game and Services, we improve, upgrade and update graphics, features, gameplay and any other Content of the Game in order to make the gameplay enjoyable for you.

## 8. INTELLECTUAL PROPERTY

8.1 The Game, including the code, graphics, game play, user interface, audio and other content, contain proprietary information and material that is protected by copyright and other laws including

but not limited to intellectual property. You agree that we own all of this proprietary information and material or we have license for them, and that you may not use or exploit any of it without our permission.

## **9. GAME RULES**

9.1 The Game Rules set out how we expect you to behave when playing the Game. Please review the Game Rules carefully before playing the Game. Please note that "role-playing" is not an excuse for contravening the Game Rules.

9.2 If you are in material breach with the Game Rules, then we may, at our reasonably discretion depending on the seriousness of the breach take some or all of the following actions:

- suspend your access to the "game chat" functionality in the Game for a short period of time;
- suspend Your access to the "game chat" functionality in the Game for a longer period of time; and
- suspend or close your Account as provided in the Terms of Service.

If the breach is your first breach, if it is not flagrant, if it is capable of cure, and if the circumstances allow us to do so, then we shall send you a written notice of the impending Account closure and provide to you 14 (fourteen) calendar days' period to cure Your breach during such time period. If we suspend your Account, then during the period of that suspension You will not be able to access your Account or use any of the Services. If we close Your Account, then You will never be able to access Your Account and we may also prohibit You from accessing or using the Services in future.

9.3 If we suspend your access to the 'game chat' functionality in the Game, then during the period of that suspension you will be able to play the Game and read the 'game chat' of other players, but will not be able to participate in it.

9.4 If you encounter another user who is contravening any of the Game Rules, please report this activity to StarWell via email as [support@starwellgames.com](mailto:support@starwellgames.com).

## **10. EPILEPSY WARNING**

Certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns in everyday life. Such people may have a seizure while watching certain monitor images or playing certain video games. This may happen even if the person has no medical history of epilepsy or has never had any epileptic seizures. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness) when exposed to flashing lights, consult your doctor prior to playing. We advise that parents should monitor the use of video games by their children. If you or your child experience any of the following symptoms: dizziness, blurred vision, eye or muscle twitches, loss of consciousness, disorientation, any involuntary movement or convulsion, while playing a video game, IMMEDIATELY discontinue use of the video game and consult your doctor. Please also note that when using a video game you should take certain standard health and safety precautions, including avoiding playing the game when tired

and not had much sleep, taking 10 to 15 minute breaks every hour, sitting a reasonable distance from the screen, and playing the game in a well-lit environment.

## **11. WARRANTIES AND LIABILITY REGARDING THE GAME**

11.1 We warrant that we have the right to enter this EULA and to grant you the license to use the Game, as set out in section 5 ("USING THE GAME");

11.2 We shall be liable for damages only if such damage is intentional damages caused by us, our representatives, employees or our agents or in cases according to the cogent applicable law.

11.3 With respect to virtual goods, virtual time that are purchased by you, we shall be liable in addition to article 2 of the present section 11 for damages that arise from the lack of a guaranteed characteristic or gross negligence of us, our representatives, or agents.

11.4 And further liability of us shall be waived.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This EULA and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the Czech Republic, unless otherwise required by the law of the country where the user has his habitual residence.

12.2 All the aforementioned disputes shall be submitted to the jurisdiction of the courts of the country whose laws are applicable subject to article 12.1.

## **13. GENERAL**

13.1 The EULA governs our relationship with You. It does not create any rights for any other person, unless otherwise expressly stated in this EULA.

13.2 If any part of this EULA is held to be unenforceable, then it will not affect the enforceability of any other part of this EULA. Also, we and you agree to interpret the rest of this EULA in such a way as to reflect your and our intentions in this EULA as far as possible.

13.3 If you or we fail to exercise (or delay exercising) any right which you or we may have under this EULA, that failure or delay does not mean that we or you lose that right. If we or you only partially exercise a right or only exercise it once, that will not stop you or us from exercising it again in the future.

## **14. NO RESTRICTION OF CONSUMERS RIGHTS**

The provisions of this EULA do not exclude, limit or otherwise restrict the rights vested with the consumers upon relevant provisions of applicable law nor may be construed by anyone in this way.

## **15. CONTACT US**

If you have any questions, complaints, or comments regarding this EULA, please contact us at [support@starwellgames.com](mailto:support@starwellgames.com).