

EULA

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Your use of the Game is subject to this end user license agreement (the “**Agreement**”) and the terms set forth below. For the purposes of this Agreement, all references to the “**Game**” include *Heart of the Emberstone: Coliseum* and all related software, the accompanying manual(s), related packaging and other written, files, electronic or online materials or documentation, any and all copies of the the same, including any updates thereto. By opening the Game, installing, and/or using the game and any of the related software and materials, you hereby accept the terms of this Agreement with Cloudhead Games Ltd. (“**Licensor**”).

NOTICE TO MINORS AND PARENTS:

IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU MUST MAKE SURE THAT YOUR PARENT OR GUARDIAN READS AND ACCEPTS THIS AGREEMENT AND OUR PRIVACY POLICY ON YOUR BEHALF PRIOR TO YOUR USE OF THE GAME. <http://www.cloudheadgames.com/privacy-policy>

1. Licensing and Ownership of Intellectual Property

1. Grant of License

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2. Ownership

Licensor retains all right, title and interest to the Game, including, but not limited to, all copyrights, trade-marks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, moral rights and all other intellectual property rights. The Game is protected by Canadian copyright and trade-mark law and applicable laws and treaties throughout the world. The Game may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing or distributing all or any portion of the Game in any manner or medium will be willfully violating the copyright laws and the terms of this Agreement and may be subject to civil and criminal penalties in Canada or their local jurisdictions. The Game contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted to you herein are reserved by the Licensor.

3. Conditions

You agree not to:

1. Commercially exploit the Game;
2. Distribute, lease, license, sell, rent or otherwise transfer or assign the Game, or any copies of the Game, without the express prior written consent of Licensor or as set forth in this Agreement;
3. Make a copy of the Game or any part thereof (other than as set forth herein);
4. Making a copy of the Game available on a network for use or download by multiple users;
5. Except as otherwise specifically provided by the Game or this Agreement, use or install the Game (or permit others to do same) on a network, for online use, or on more than one computer or gaming unit at the same time;
6. Use or copy the Game at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate site license agreement to make the Game available for commercial use;
7. Reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the Game, in whole or in part;
8. Remove or modify any proprietary notices, marks or labels contained on or within the Game;
9. Use the Game to in any way transmit any file that contains a virus, corrupted data, Trojan horse, keystroke logger, worm, time bomb, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, date or personal information;
10. Use the Game to in any way transmit content or data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, racially, ethnically or otherwise objectionable or that may be invasive of another's right of privacy or publicity;

11. Use the Game or any related content, items or data contained therein to develop a competitive game; or
12. Transport, export or re-export (directly or indirectly) into any country forbidden to receive such Game by any Canadian or U.S. export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time.

The Game is intended for private non-commercial use only.

4. Technical Protections

The Game may include measures to control access to the Game, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. If the Game permits access to additional online features, only one copy of the Game may access those features at one time (unless otherwise provided in the Game documentation). Additional terms and registration may be required to access online services and to download updates and patches to the Game. Only copies of the Game subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Game will not function properly.

5. User Content

The Game may allow you to create content, including but not limited to a gameplay map, a scenario, screenshot of game play or a video of your game play. In exchange for use of the Game, and to the extent that your contributions through use of the Game give rise to any copyright or other intellectual property interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Game and related goods and services, including the rights to reproduce, copy,

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6. Suggestions and Feedback

Any and all creative suggestions, ideas, notes, drawings, concepts, feedback or other information that you provide to the Licensor (collectively, "**Submissions**") are deemed to be the property of the Licensor and the Licensor will own all now known or hereafter existing copyrights and all other intellectual property rights to all Submissions of every kind and nature, worldwide and in perpetuity, and you hereby assign to the Licensor all such intellectual property rights to the extent owned by you.

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You agree, at the Licensor's request, to execute such further documents and do such further acts as may be necessary or desirable to document or enforce the Licensor's ownership of the Submissions, including, without limitation, execution of a copyright assignment in a form provided by the Licensor in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint the Licensor as your attorney in

fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file any such documents as may be necessary or desirable.

7. Internet Connection

The Game may require an internet connection to access internet-based features, authenticate the Game, provide updates or patches from time to time, or perform other functions. In order for certain features of the Game to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the Game documentation, including but not limited to the HTC Viveport, Oculus, or Steam, Licensor or a Licensor affiliate. If you do not maintain such accounts, then certain features of the Game may not operate or may cease to function properly, either in whole or in part.

8. Updates and Evolution of Game

From time to time, without prior notice, Licensor may in its sole discretion add new features to the Game, remove existing features from the Game, provide patches, updates or otherwise modify the Game. We may provide updates that must be install on your computer or gaming system in order for you to access and use the Game. You hereby consent to the Licensor remotely installing updates to the Game on your computer or gaming system, without further notice.

You understand that the Game, and the system specifications necessary to play the Game, may continuously evolve over time as the result of patches and updates to the Game. The Licensor reserves the right to modify or increase the system specifications necessary to play the Game at any time and without notice. You are responsible for purchasing any necessary additional technology, systems or services in order to access and play the Game.

2. Information Collection & Usage

By installing and using the Game, you consent to these information collection and usage terms, including (where applicable) transfer of data to Licensor and affiliated companies into a country outside of your home jurisdiction and consent to and accept the terms of the Licensor's Privacy Policy

<http://www.cloudheadgames.com/privacy-policy>. If you connect to the Internet when using the Game, Licensor may receive information from hardware manufacturers or platform hosts (such as HTC, Valve, Oculus, Humble, Licensor or a Licensor affiliate) and may automatically collect certain information from your computer or gaming unit. This information may include, but is not limited to, user IDs (such as gamer tags and screen names), game scores, game achievements, game performance, locations visited, hardware MAC address, internet protocol address, and your usage of various game features. All information collected by Licensor is intended to be anonymous information that does not disclose your identity or constitute personal information, however, if you include personal information (such as your real name) in your user ID used with our platform hosts, then such personal information may automatically be transmitted to Licensor and used as described herein.

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3. Limitations of Liability

1. Disclaimer of Liability

NONE OF LICENSOR, LICENSOR'S THIRD PARTY SERVICE PROVIDERS, NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY CONTENT OR SERVICES CONTAINED IN THE GAME, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "**LICENSOR PARTIES**") MAKE ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT THE GAME WILL BE UNINTERRUPTED OR ERROR FREE, AS TO THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF ANY INFORMATION OR MATERIALS INCLUDED IN THE GAME OR IN RESPECT OF THE GAMES FITNESS FOR ANY INTENDED PURPOSE.

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IN NO EVENT WILL ANY LICENSOR PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE GAME, INCLUDING BUT NOT LIMITED TO,

DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GAME, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT ANY LICENSOR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE GAME.

BECAUSE SOME PROVINCES/STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

4. Health and Safety Precautions

The below should be reviewed before use of the Game. If the Game will be used by children, this information should be read and explained to them by an adult. Failing to review the below health and safety precautions may cause damage to property, injury or death.

1. Children

The Game should not be used by children under the age of 13, as this is a critical period in visual development. Adults should monitor children (age 13 and older) who are using or have used the Game for any of the symptoms described above, and should limit the time children spend using the Game and ensure that they take breaks during use.

Prolonged use should be avoided, as it could negatively impact hand-eye coordination,

balance, and multi-tasking ability. Adults should monitor children closely during and after use of the Game for any decrease in these abilities.

2. Epileptic Seizure Warning

Please note that certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns, even if they have never experienced epileptic symptoms or been previously diagnosed with epilepsy. Such people may have a seizure while watching certain images on screens, including virtual reality headsets, or playing certain video games, including the Game. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness in particular) when exposed to flashing lights, you should consult your doctor prior to playing the Game. Parents and guardians should watch their children while playing the Game. Stop playing the Game and consult a doctor if you or your child has any of the following symptoms:

- Convulsions;
- Eye or muscle twitching;
- Loss of consciousness or awareness;
- Altered vision;
- Involuntary movements; or
- Disorientation.

The Licensor is not liable for any death, injury or health complications resulting from any epileptic symptoms or conditions which may occur during or as a result of your use of the Game. To reduce the likelihood of a seizure or epileptic symptoms do not play the Game when tired or need sleep and take 10 or 15 minute breaks every 30 minutes while playing the Game.

3. Motion Sickness

Playing video games (especially virtual reality games), including the Game, may cause motion sickness in some players. If you or your child feels dizzy or nauseous when

playing the Game, stop playing and rest. Do not drive, operate heavy machinery or engage in other demanding or strenuous activity until you feel better. To limit the risk of motion sickness while playing the Game, do not use the Game when you are tired, need sleep, are under the influence of alcohol or drugs, are hung-over, have digestive problems, are under emotional stress or anxiety, or when suffering from cold, flu, headaches, migraines, or earaches or other health issues which may increase your susceptibility to adverse symptoms.

4. Repetitive Motion Injuries and Eye Strain

Playing video games, including the Game, can make your muscles, joints, skin or eyes hurt. To avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play;
- Adults should monitor children for appropriate play;
- Take a 10 to 15 minute break every 30 minutes while playing the Game;
- If your hands, wrists, arms, eyes or other parts of your body become tired or sore while playing, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before playing again; and
- If you continue to have any of the above symptoms or other discomfort during or after playing the Game, stop playing and consult a doctor.

5. Play Area Precautions

Give yourself plenty of room to play the Game. **Always be aware of your surroundings when playing the Game.** While playing the Game you will be moving around the play area and using your hands to gesture and control gameplay. Make sure the play area is clear of furniture, objects and other people that could be bumped into during game play. Please ensure that you are not near other people, objects, stairs, balconies, windows, walls furniture or other objects that may pose a danger to you or could be damaged during or immediately after using the Game. All objects that may

pose tripping hazards, could cause injury or could be damaged as the result of your contact with them while playing the Game should be removed from the play area prior to your or your family members playing the Game. A minimum 6ft by 6ft unobstructed play area is recommended for Users safe enjoyment of the Game. Never handle sharp or dangerous objects while playing the Game.

As the Game is an immersive virtual reality experience, you may not be able to fully see or hear your surroundings while playing the Game, so necessary precautions should be taken to ensure the safety of yourself and those around you while you or your family members are using the Game. Before playing the Game, please take a moment to ensure that the play area and surrounding space is safe and free of potential hazards. Due to the immersive nature of the Game, sound volumes should be kept at low enough levels that you are able to maintain awareness of your surroundings while playing the Game and so as not to damage your hearing. Users should not use the Game if their awareness of your surroundings is impaired by lack of sleep, drugs, alcohol, the effects of a hangover, stress, anxiety or when suffering from a cold, flu, headaches, migraines or other illnesses.

The Licensor is not liable for any damage to property, injury or death that may occur as the result of the interactions between you or your family members and people or objects in or around the play area during your use of the Game.

5. Termination

This Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Game and all of its component parts. You can also end this Agreement by destroying the Game and all copies and reproductions of the Game and deleting and permanently purging the Game from any client server or computer on which it has been installed.

6. Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

7. Indemnity

You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Game pursuant to the terms of the Agreement.

8. General

1. Miscellaneous

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended, modified or deleted by the Licensor at any time in accordance with the terms hereof. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

2. Governing Law

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the provincial and federal courts located in Vancouver, British Columbia, Canada. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by applicable British Columbia or Canadian federal. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

3. Complaints or Notices

If you ever have any questions, concerns or complaints regarding this Agreement or the Game, please contact:

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