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1. INTRODUCTION

We welcome you to use the services of Black Void Studios and its affiliates ("Black Void Studios", "we", "us", "our"). Black Void Studios provides mobile and online services, including but not limited to Black Void Studios game applications (the "Game(s)"), and the related website located at www.blackvoidstudios.com (the "Site"), (the Games, the Site and other online and mobile services provided by Black Void Studios collectively, the "Service").

These Terms of Use (collectively, the "Terms") set forth the legally binding terms and conditions which are applicable to your use of the Service, however installed, accessed and/or used, whether via personal computers, mobile devices or otherwise. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Service. It is important that you read and understand the Terms. By downloading, installing, accessing or using the Service (including Games) you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy <https://www.blackvoidstudios.com>, and that you agree to be bound by this agreement. Consequently, if you do not accept or understand the Terms, please do not use, download, access or register with the Service. If you do not agree to these Terms, you are not entitled to use the Service and you must promptly uninstall and delete all copies of any Games.

The terms "you" and "user" shall refer to all individuals and entities that access the Service. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms.

In addition to these Terms, you agree to abide by any supplemental policies of the Service, such as policies related to specific services (including without limitation forums, chats, contests or sweepstakes) as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference.

2. Modifications to these Terms of Use

From time to time, we may modify or amend these Terms. If we do so, we will post any such modifications or changes in the Service. You can tell when

changes have been made by referring to the "Last Updated" legend on top of this page. Please review these Terms regularly to ensure that you are aware of any changes.

If you continue to use the Service following such a posting of changes, you accept any such change or modification. If you have any questions about these Terms or our Privacy Policy, please see our contact information on the last page of these Terms.

3. Eligibility; User Accounts

Use of the Service is subject to your continued compliance with these Terms. The Service is intended solely for persons who are 13 years of age or older. Any access to or use of the Service by anyone under 13 is expressly prohibited. By accessing or using the Service you represent and warrant that you have reached the age of "majority" where you live and agree to be bound by these Terms, or, if you are still considered a minor, that you are at least 13 or older and have a parent's or guardian's permission to access and use the Service.

The Service is intended solely for your personal use. Moreover, you represent and warrant that you will use the Service in compliance with any and all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. You agree not to access or use the Service in such jurisdictions.

Certain parts of the Service may require or allow registration of a Black Void Studios user account ("User Account"). You agree not to provide inaccurate, misleading or false information in connection with your use of the Service and in particular when registering a User Account for the Service. If information you have provided to us subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. We reserve the right to require our prior or later acceptance for registration. We have a right to refuse the registration for any reason. Registration can be limited, for example, in terms of territory.

You agree to not share the User Account or any user credentials or password with any other party and not to let anyone else access your User Account or do anything else that might jeopardize the security of your User Account. You agree to notify us immediately if you suspect any breach of security in the Service. You are solely responsible for maintaining the confidentiality of your

User Account, and accept responsibility for all uses of the User Account, including any purchases, whether or not authorized by you.

We reserve the right to remove any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

4. Fees; Purchases; Virtual Items

Certain features of the Service may be subject to a fee. You may be required to pay for certain services, including an exchange for virtual currency, a purchase of certain virtual, in-game items, upgrades or participation in certain Game activities. Any applicable fees are displayed on the Service in connection with the respective feature of the Service. We may, from time to time, modify, amend, or supplement our fees and billing methods, and post those changes in these Terms or elsewhere on the Service.

In particular, Black Void Studios may license to you virtual, game currency or certain virtual goods such as in-game items (collectively, "Virtual Items") on a limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for non-commercial use. You may purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use Virtual Items from Black Void Studios using actual monetary instruments or using virtual currency if you are a legal adult in your country of residence. Any Virtual Items are licensed, not sold to you. Virtual Items (including game currency) may never be redeemed for actual monetary instruments, goods or other items of monetary value from Black Void Studios or any other party. Unless expressly authorized in the Service, you agree not to sell, redeem or otherwise transfer Virtual Items to any person or entity, including but not limited to another user or any third party.

You are responsible for all charges and usage on your User Account and all purchases made by you or anyone that uses your User Account, including applicable taxes. You may pay using the methods available for the particular services, which may include credit card, debit card, PayPal, or other similar accounts, and you agree to the terms and conditions applicable to each payment method you choose, including any additional payment processing fees which may be applicable. By providing us with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; and (ii) authorize us to charge you for the Service using your payment method. You must promptly update all billing information to keep it current,

complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your credit card is canceled, lost or stolen.

We may manage, regulate, modify, control or eliminate Virtual Items at any time in our sole discretion, with or without notice. If we exercise such rights, we will have no liability to you or any third party. Please note that Virtual Items are not transferable, and that we are not responsible for any Virtual Items that are lost, damaged, deleted or otherwise used inappropriately, or for game play interruptions or premature game termination, regardless of cause, that result in Virtual Items being spent.

Provision of Virtual Items is a service that Black Void Studios offers to you as a part of the Service. By paying the applicable fees you acknowledge and agree that our provision of the Virtual Items commences immediately upon you subscribing to or purchasing such service and therefore any right of withdrawal or right of cancellation or "cooling off" period does not apply.

You may also obtain a license to use Virtual Items by redeeming third party virtual currency such as Facebook Credits, in which case the terms and conditions applicable to such third party virtual currency apply in addition to these terms.

ANY APPLICABLE FEES AND OTHER CHARGES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. IN PARTICULAR, ANY PAYMENT FOR LICENSES FOR VIRTUAL ITEMS OR REDEMPTION OF THIRD PARTY VIRTUAL CURRENCY IS ALWAYS FINAL AND NON-REFUNDABLE.

You agree to pay all fees and applicable taxes incurred by you or anyone using your User Account. We reserve the right to change the pricing for the goods and services offered through the Service, including the Virtual Items, at any time. **SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT OBLIGATED TO PROVIDE ANY REFUNDS FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT BE ENTITLED TO RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS TERMINATED OR SUSPENDED FOR ANY REASON, REGARDLESS OF WHETHER SUCH TERMINATION OR SUSPENSION WAS VOLUNTARY OR INVOLUNTARY.**

You are solely responsible for any costs you incur to access the Service through any Internet, wireless or other communication service, such as any fees for web browsing, messaging, and data usage on an Internet provider's

or wireless carrier's network. Check with your carrier to determine the fees that apply.

5. Third Party Material

The Service contains links to websites and content owned and/or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party websites or content and do not have control over any materials made available therein. Our inclusion of a link to a third-party website or content in the Service does not in any way imply our endorsement, advertising, or promotion of such websites or content or any materials made available therein. By accessing a third-party website or content you accept that we do not exercise any control over such websites or content. We have no responsibility for such third-party websites or content. We encourage you to familiarize yourself with the terms of service applicable to any third-party website or content you may access.

We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party products, services, materials or websites. Please note that the applicable third party is fully responsible for all goods and services it provides to you and for any and all damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part.

6. Intellectual Property

These Terms confer only the right to use the Service, while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Service. All right, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property. Black Void Games retains all right, title and interest in and to the Service and any content available therein, including, but not limited to, any Games, titles, source and object codes, Game client and server software, other computer codes and software, User Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, files, images, graphics, the "look and feel" of the Service, documentation, gaming history and recording of game play, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications thereof.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE USER ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE USER ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF NEXT GAMES. YOU AGREE THAT YOU HAVE NO RIGHT OR TITLE IN OR TO ANY CONTENT THAT APPEARS IN THE SERVICE, INCLUDING WITHOUT LIMITATION THE VIRTUAL ITEMS (INCLUDING CURRENCY) APPEARING OR ORIGINATING IN ANY NEXT GAMES GAME, WHETHER EARNED IN A GAME OR PURCHASED FROM NEXT GAMES, OR ANY OTHER ATTRIBUTES ASSOCIATED WITH A USER ACCOUNT OR STORED ON THE SERVICE.

7. License Terms

Subject to your compliance with these Terms and without prejudice to any other terms set forth in these Terms, we grant you a limited, non-exclusive, revocable and non-assignable license, without the right to sublicense, to access, download and use the Service on any authorized device you own and control, solely for your personal, non-commercial entertainment use. We reserve all rights in the Service not expressly granted to you in these Terms.

The Service is licensed, not sold, to you. You agree that we and our licensors own all right, title and interest in and to the Service, including all intellectual property rights therein, and that we retain ownership of the Service even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service.

Except as expressly specified in these Terms, you agree not to: (a) reproduce the Service or any part thereof in any form or by any means; (b) copy or modify, or create derivative works of the Service or any part thereof (including but not limited to any software that forms part of the Service), including, without limitation, make adaptations or modifications to the Service; (c) sell, rent, lease, distribute, transfer, license, sublicense, lend or otherwise assign any rights to, or any part of, the Service to any third party; (d) exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity; (e) make the Service available to multiple users by any means, including without limitation by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be

used by multiple devices at the same time; (f) disassemble, decompile, reverse engineer, or attempt to derive the source code of the Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law; (g) misrepresent the source of ownership of the Service; (h) scrape, build databases or otherwise create permanent copies of any content derived from the Service; (i) commercially exploit the Service; (j) use the Service or any content that appears in the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; (k) use the Service or any content that appears in the Service to create within or outside the Service (e.g. in social media) abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You agree to comply with any technical restrictions in the Service that allow you to use the Service only in certain ways.

We are not obligated to maintain or support the Service, to provide all or any specific content through the Service, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to the Service, disable access to the Service for any period of time or permanently, and automatically update or upgrade the version of the Service that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Service.

The license to use the Service granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by destroying all copies of the Service in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Service and promptly delete and destroy all copies, full or partial, of the Service. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their

nature would be intended to be applicable following any such termination or expiration.

You represent and warrant that you will not use or otherwise transport, export or re-export (directly or indirectly) the Service into any country forbidden to receive the Service by any U.S. or other jurisdictions' export or technology laws or regulations or otherwise violate such laws or regulations, that may be amended from time to time. In particular, you represent and warrant that you will not use or otherwise transport, export or re-export the Service to a country that is subject to a U.S. Government embargo or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also represent and warrant that you are not located in any such country or on any such list.

8. User Content

(i) Responsibility for User Content

You are solely responsible for any text, communications, images, and other data, information and content that you submit in the Service, or transmit to other users of the Service (collectively, "User Content"). You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You will not provide inaccurate, misleading or false information to us or to any other user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. We may, in our sole discretion and without notice, review and delete any User Content, but are under no obligation to do so.

(ii) Content Screening

We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. We do not, and cannot, pre-screen or monitor all use of the Service or all User Content. Your use of the Service is at your own risk. By using the Service, you may be

exposed to User Content that is offensive or inaccurate. At our discretion, we may, but we have no obligation to, engage in monitoring and/or recording of your use of the Service, including any communications such as forum posts or chat messages. By accepting these Terms, you provide your irrevocable consent to such monitoring and recording.

You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation text or voice communications. For the avoidance of any doubt, regardless of whether we, in our sole discretion, choose to monitor the Service, we shall not be responsible for any User Content and assume no obligation to modify or remove any inappropriate User Content.

(iii) Rights to User Content

You acknowledge and agree, and you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to use, track, store, copy, distribute, broadcast, transmit, publicly display and perform, reproduce, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit: (i) your Game scores; (ii) your Game play sessions; (iii) your presence on the Service; (iv) the time that you spend on or within particular portions of the Service; (v) rankings, statistics, user profiles and avatars; (vi) any User Content that you may submit; and (vii) other Service usage information, in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. You further hereby grant to us the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content or your User Account, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

(iv) Prohibited Content

The following types of User Content are examples of User Content that is prohibited in the Service:

- User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harassing User Content;
- "Junk mail", "chain letters," or "spam";
- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; and
- User Content of commercial nature without authorization from us.

If you see any material in the Service that in your good faith belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at support (a) blackvoidstudios.com.

For instructions on how to report intellectual property issues, please see section XI ("Copyright Infringement") below.

(v) User Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Service ("Submissions") provided by you are non-confidential and shall become our sole property and you assign all rights in these Submissions to Black Void Studios. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

(vi) Interactions with Other Users

We wish to remind you that you are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Without prejudice to the above, we reserve the right to become involved in any way with these disputes, but are in no obligation for doing so. You will fully cooperate with us to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting us access to any password-protected portions of your User Account.

9. Prohibited Activities

The list below contains examples of behaviors that are prohibited in the Service: • Impersonating another person or entity; • Accessing or using the Service in an unlawful way or for any unlawful purpose; • Transmission to or from the Service of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful; • Transmission of viruses, malware, or other malicious code in the Service; • Modification, reverse-engineering, or other manipulation of the Service; and • Interfering with, or disrupting, the Service. In addition, you shall not access or use the Service if you are under the age of 13. You agree to deny access to children under the age of 13 to the Service and accept full responsibility for any unauthorized use of your User Account or credentials by minors. You are responsible for any use of your payment instruments (such as your credit card) by minors. You also acknowledge that some features of the Service, and some content available through the Service, may contain or expose users to material unsuitable for minors. You agree to supervise usage by minors whom you permit or enable to use the Service.

In order to ensure the integrity of the Service, we reserve the right at any time in our sole discretion to block users from certain IP addresses or with certain unique device identifiers from accessing the Service.

10. Copyright Infringement

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Service that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at support (a) blackvoidstudios . com and by inserting "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information: (i) the identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works that you claim have been infringed; (ii) a sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work; (iii) your contact information, including your full name, mailing address, telephone number, and email address, if available; (iv) a statement that you believe in good faith that the use of the allegedly

infringing content on the Service is not authorized by the copyright owner, its agent, or the law; and (v) this statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed"; and (vi) a physical or electronic signature of the copyright holder or a person authorized to act on their behalf.

11. Privacy and Security

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our Privacy Policy <https://www.blackvoidstudios.com> and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you. By using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with our Privacy Policy <http://www.alphabunker.ca> and applicable laws and regulations related to personal data.

The Service may include social media functionalities and/or plug-ins that enable you to share certain content (such as scores or communications) with other people. Please be careful when sharing content that includes personal data generally in the Service and in particular with other users of the Service.

In addition to what is stated in the Privacy Policy, you agree to:

- Respect the privacy of other users;
- Not engage in unauthorized collection of users' content or information, and/or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without an authorization from us;
- Not reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, photograph, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;
- Not utilize a username that is the name of another person and intending to impersonate that person; and
- Not provide any false personal data to us or create any User Account for anyone other than yourself without such person's permission. Moreover, please be reminded that you must protect any passwords or other

credentials associated with your User Account for the Service, and take full responsibility for any use of the User Account under your password.

12. NO WARRANTY; LIMITATION OF LIABILITY

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICE OR ANY CONTENT THEREON. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE. MOREOVER, YOU AGREE THAT WE DO NOT HAVE RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY MATERIAL OR CONTENT AND OTHER COMMUNICATIONS MAINTAINED IN THE SERVICE. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SERVICE OR OUR REPRESENTATIVES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS, ACCRUED BUT WASTED EXPENDITURE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY ANY ADVERTISERS OR AFFILIATE ADVERTISING NETWORKS WE COOPERATE WITH, OR ANY OTHER USERS OF THE SERVICE; (iii) ANY CONTENT AND/OR INFORMATION OBTAINED FROM THE SERVICE OR RELIANCE UPON THE SERVICE OR ANY PART THEREOF; AND (iv)

UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, NOTHING IN THESE TERMS REMOVES OR SUPERSEDES YOUR RIGHTS AS A CONSUMER BASED ON MANDATORY PROVISIONS OF LAW.

PLEASE BE REMINDED THAT WE ARE NOT UNDER ANY CIRCUMSTANCES LIABLE FOR ANY DAMAGES, CLAIMS, LIABILITIES OR COSTS THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH ANY CONTENT, PRODUCTS OR SERVICES OFFERED BY ANY THIRD PARTIES WE COOPERATE WITH. YOU WAIVE AND RELEASE NEXT GAMES AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF SUCH THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICE.

13. Indemnity

You agree to indemnify and hold Black Void Studios (and our subsidiaries, affiliates, partners, officers, directors, employees and agents) harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

14. Entire Agreement

These Terms, any applicable additional terms included in the Service, and any documents expressly incorporated by reference herein (including Black Void Studios Privacy Policy), contain the entire understanding of you and Black Void Studios, and supersede all prior understandings of the parties hereto relating to the subject matter hereof.

15. Waiver and Severability

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such

rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

16. Governing Law and Resolution of Disputes

The laws of Canada, without regard to or application of its conflict of law provisions, will govern these Terms and any claim, cause of action or dispute arising out of or relating to these Terms will be brought solely in the courts of Edmonton, Alberta, Canada. You hereby consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST Black Void Studios ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

17. Assignment

We may assign or delegate these Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorized assignment and delegation by you is ineffective.

18. Suspension of User Account; Termination

We reserve the right to discontinue offering the Service or any part thereof (such any particular Game) or to suspend, remove, modify or disable access to the Service at any time in our sole discretion and without notice.

Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Service and/or your User Account at any time. In no event will we be liable for the removal of or disabling of access to the Service or any part thereof. We may also impose limits on the use of or access to the Service, in any case and without notice or liability. Upon termination of the Service or a part thereof, your license to use the Service or a part thereof will be automatically terminated. In such event, Black Void Studios shall not be obligated to provide refunds or other compensation to users in connection with such discontinuation. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR ANY OTHER REMEDIES AVAILABLE TO US, WE MAY LIMIT, SUSPEND,

TERMINATE, MODIFY, OR DELETE YOUR USER ACCOUNT AND/OR ACCESS TO THE SERVICE IF YOU ARE, OR WE IN OUR SOLE DISCRETION SUSPECT THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS INCLUDED IN THESE TERMS OR WITH ANY LAWS OR REGULATIONS, OR IN ANY OTHER WAY HAVE USED THE SERVICE UNLAWFULLY OR IMPROPERLY OR ACTED INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THESE TERMS OR ANY BLACK VOID STUDIOS POLICIES. YOU CAN LOSE YOUR USER NAME AND GAMER PROFILE AS A RESULT OF SUCH TERMINATION OR SUSPENSION, AS WELL AS ANY VIRTUAL ITEMS OR BENEFITS OR PRIVILEGES. PLEASE NOTE THAT BLACK VOID STUDIOS IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES. WE RESERVE THE RIGHT TO TERMINATE ANY USER ACCOUNT THAT HAS BEEN INACTIVE FOR 100 DAYS.

19. Contact

The Service is operated and provided by Black Void Studios. If you have any questions about these Terms, please contact us at; support (a) blackvoidstudios . com or by mailing us at Black Void Studios, 2097 Redtail Common, Edmonton, Alberta, Canada T5S 0H4.