

WORLD BOSS END USER LICENCE AGREEMENT

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PLEASE READ CAREFULLY

This World Boss End User Licence Agreement ("**Agreement**") is a legal agreement between you and PlaySide Studios Ltd ABN 73 154 789 554 of 75 Crockford St, Port Melbourne, Victoria, Australia 3207 ("**PlaySide**") relating to PlaySide's video game World Boss ("**Game**") and the software programs of the Game including any add-ons, variations, expansions packs, virtual content, virtual currency, updates, upgrades, patches or other modifications made to the software programs from time to time (collectively referred to as "**Software**").

In this Agreement you, the user of the Software, are referred to as "you" "your", "yours" and we are referred to as " PlaySide", "we", "us" or "our".

We license use of the Software to you on the basis of this Agreement. We do not sell the Software to you and we remain the owners of the Software at all times.

IMPORTANT NOTICE TO ALL USERS:

This Agreement governs the terms on which the Software is made available to you and the permitted use by you. By downloading or accessing the Software in any way (whether as part of the creation of an Account (defined below) or not and whether on any PlaySide or third-party platform), you confirm that you are aged 18 years old or over and have read and accept the terms of this Agreement, or if you are aged between 13 and 18, your parent or legal guardian has read and accepted the terms of this Agreement. We may immediately terminate this Agreement and stop your access to the Software if we are not satisfied that such acceptance by the parent or legal guardian has been given. You and your parent(s) or legal guardian(s) must review the terms of this Agreement together. Parents and legal guardians are responsible for the acts of children under 18 years of age when using the Software.

* BY CLICKING ON THE "YES" OR "INSTALL" BUTTON, OR BY ACCESSING, DOWNLOADING OR INSTALLING THE SOFTWARE OR OTHERWISE USING THE SOFTWARE OR RELATED GAME IN ANY WAY, YOU AGREE TO THE TERMS OF THIS AGREEMENT (AND ALL TERMS INCORPORATED BY REFERENCE) AND ACKNOWLEDGE THAT SUCH AGREEMENT TERMS ARE LEGALLY BINDING ON YOU.

* IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK THE "NO" OR "EXIT" BUTTON AND/OR DO NOT USE THE SOFTWARE IN ANY WAY. IN SUCH CIRCUMSTANCES WE WILL NOT LICENSE THE SOFTWARE TO YOU AND YOU WILL NOT BE PERMITTED TO INSTALL, DOWNLOAD, ACCESS, COPY OR USE THE SOFTWARE IN

ANY WAY WHATSOEVER. YOUR CONTINUED USE OF THE SOFTWARE IN ANY WAY (INCLUDING INSTALLATION OF THE SOFTWARE), WILL INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

In addition to the terms of this Agreement, any and all uses of the Software are subject to our privacy policy located at <https://www.worldboss.io> ("**Privacy Policy**") which is incorporated into this Agreement by reference. By agreeing to this Agreement, you agree to be legally bound by the Privacy Policy.

You understand and agree that we may add to or change the terms of this Agreement at any time. We may change the terms of this Agreement to reflect: (a) changes in Applicable Law; (b) regulatory or security requirements; (c) relevant guidance or codes of practice; (d) technical alterations; (e) to improve clarity and consistency; (f) to reflect changes to our users' needs and our business priorities, or (g) for any other reason.

Any change to the terms of this Agreement shall be effective immediately and your continued use of the Software in any way (whether on any PlaySide or third-party platform) shall constitute on-going acceptance of the updated terms of this Agreement, as updated or varied from time to time. We therefore recommend that you check the terms and conditions of this Agreement regularly. The current Agreement is available at the link below.

Link: <https://www.worldboss.io>

1 GRANT AND SCOPE OF LICENCE

- 1.1 Subject to you complying with this Agreement, we grant you a limited, revocable, royalty-free, non-exclusive, non-transferable, non-sub-licensable licence to use the Software, solely for your personal and non-commercial use ("**Licence**"). To be clear, we consider the creation of an Account (defined below in section 4) to access the Software in order to understand, analyze, decompile, reflect, alter, adapt, vary, reverse engineer, copy, reproduce, or transmit such authorized Software or do anything similar or equivalent, falls outside the scope of "personal and non-commercial use" and constitutes a material breach of the terms of this Agreement.
- 1.2 When downloading and accessing the Software, or uploading content from the Software, standard network and/or broadband charges may apply. You may incur additional data charges from your network operator according to your contract with your relevant internet provider which you are solely responsible for.

2 RESTRICTIONS

- 2.1 Except as expressly set out in this Agreement you undertake that you will not (and will not permit or encourage or procure others directly or indirectly to):
 - a. in whole or in part, copy, reproduce, disassemble, decompile, reverse-engineer or create derivative works of the Software (or any part of it), except where such copying is incidental to normal use of the Software;

- b. rent, sell, lease, sub-license, loan, publish, display, distribute or otherwise transfer to a third party the Software, any copy thereof, in whole or in part;
 - c. reflect, translate, alter, modify, merge, adapt, vary or make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - d. combine, associate, wrap-around, integrate, or align, any third-party software, components or add-on features with the Software or any part of it, in any manner whatsoever;
 - e. exploit or otherwise make available the Software or any of its parts for any purpose including any commercial purpose;
 - f. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such things, except to the extent that such actions cannot be prohibited by law; and
 - g. bypass or seek to bypass any security or technical measures (including de-obfuscating any code) relating to the Software, including by the adoption of techniques and technologies now known or hereafter developed.
- 2.2 You must not use in connection with the Software any third-party software (including any game client which has not been developed by PlaySide or licensed under this Agreement) which undertakes or enables any of the restricted activities specified at Section 2.1 above in relation to the Software.
- 2.3 Any use of the Software not expressly authorized by the terms of this Agreement is expressly prohibited. Any use of the Software in violation of the Agreement and restrictions will be regarded both as a breach of the terms of this Agreement and/or as an infringement of our intellectual property rights in and to the Software (as detailed below).

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge, accept and agree that all title, ownership rights and intellectual property rights in and to the Software and all copies thereof (including without limitation any titles, computer code, themes, objects, characters, storylines, catch phrases, locations, concepts, artwork, landscape designs, animations, sounds, musical compositions, recordings and audio-visual effects) anywhere in the world belong to us and/or our third-party licensors.
- 3.2 You acknowledge that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Agreement.
- 3.3 You acknowledge that you have no right in or have access to the Software in source code format unless otherwise as expressly provided within this Agreement.
- 3.4 In no event will the Software be deemed to be "open-source" or "publicly available" software.

- 3.5 You understand and agree that PlaySide may use any feedback or information You provide in relation to the Software (“**Feedback**”) and You hereby grant PlaySide a perpetual, worldwide and irrevocable licence to use all such Feedback for any purpose without compensation to You, provided that PlaySide shall not publicly reference Your name in connection therewith. You represent and warrant that such Feedback will not include any proprietary or confidential information of You or any third party and that You have full authority to grant the foregoing licence.

4 **CONFIDENTIALITY**

- 4.1 This section applies to You unless PlaySide has released the Software to the general public without any obligation of confidentiality.
- 4.2 The Software and all embodied concepts, accompanying documentation and materials, product features, test and evaluation results, benchmark results, target dates, and all other related information are proprietary and confidential information of PlaySide and its suppliers and are referred to herein as “**Confidential Information**”.
- 4.3 By accepting this Agreement, You agree:
- (a) not to disclose or provide any Confidential Information to any third party or use the Confidential Information for any purpose other than providing feedback to PlaySide, unless otherwise approved by PlaySide;
 - (b) if provided with access to the Software, not to share the access with any third party; and
 - (c) to notify PlaySide in writing immediately if You have reason to believe that any person who has had access to the Confidential Information has violated or intends to violate the terms of this Agreement or otherwise disclose any of the Confidential Information in violation of the terms hereof.
- 4.4 Your obligations of confidentiality shall survive termination of this Agreement until the date PlaySide makes such information publicly available.

5 **ACCOUNTS AND ANALYTICS**

- 5.1 In order to access and use the Software (and this could be via a PlaySide platform or a third-party platform), you may be asked to register and open an account (“**Account**”) and provide certain personal information such as, for example, your name and email address (“**Registration**”). Our Privacy Policy explains how such information may be collected and used.
- 5.2 We are constantly striving to improve the products we develop and/or publish. To help us achieve this we sometimes collect data relating to how you play the game, including what actions you take or selections you make, how long you play for and the performance of the online connectivity of our games/systems when you connect, (including technical information about the device and connection you are using to access the games/systems). This data is handled in compliance with applicable data protection laws and regulations, is anonymised and/or aggregated, and only kept for a reasonable period for analysis. For

more information about how we approach data privacy, please see: <https://www.worldboss.io>

6 OTHER THIRD-PARTY SERVICES INTEGRATION AND THIRD-PARTY SOFTWARE ACKNOWLEDGMENTS

- 6.1 From time to time the Software may integrate with other third-party services or platforms.
- 6.2 These third-party services or platforms may generally require you to agree to the terms and conditions of such third-party suppliers and set up a separate Account or register with the third-party supplier in order to receive the third-party services or platform(s). The terms on which those third-party services or platforms engage with you and share information or data with the Software or us, are specific to each third-party provider. You should make yourself aware of the terms and conditions of the third-party provider before agreeing to receive such third-party services or platforms.
- 6.3 The Software may use or include third-party software ("**Third-Party Software**"). We do not provide any warranties in relation to any Third-Party Software. Any such Third-Party Software are provided on an 'as is" basis. Any warranty service for Third-Party Software is provided by the product licensor in accordance with the applicable licensor warranty.

7 SUBSCRIPTIONS AND CANCELLATIONS

- 7.1 You may need a subscription and/or make payments to access and use certain features of the Software. Subscriptions and payments with any refund and cancellations are governed strictly in accordance with the terms of this Agreement.

8 DISCLAIMER OF WARRANTIES

- 8.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITH ALL FAULTS, WITHOUT WARRANTY, PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, QUALITY, SATISFACTION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOUR USE IS AT YOUR SOLE RISK. PLAYSIDE DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, OR THAT THE SOFTWARE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- 8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SOFTWARE. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SOFTWARE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT WE WILL HAVE ADEQUATE CAPACITY FOR THE SOFTWARE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

- 8.3 YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SOFTWARE MEETS YOUR REQUIREMENTS.

9 EARLY STAGE VERSION

- 9.1 This section 9 applies to the extent that the Software that we license to you on the terms of this Agreement relations to an early stage or pre-launch version of the Game (including but not limited to any Beta or Early Access versions of the Game) ("**Early Stage Version**").
- 9.2 PlaySide does not guarantee that a commercial version of the Software will become generally available to the public, that target dates will be met, or that associated products will be released. If such commercial version is released, PlaySide has no obligation to make the Software available for play without charge for any period of time.
- 9.3 By accepting this Agreement, You acknowledge and agree that:
- (a) the Software is an early stage or pre-launch version and has not been fully tested and may contain errors and omissions;
 - (b) the Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. It is Your responsibility to back up Your system and take other measures to prevent any loss of files or data;
 - (c) when playing the Game using the Software, You may accumulate points, equipment, or other value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular Software build, patch or update completes the testing phase; and
 - (d) PlaySide has no obligation to make the Software available for play without charge for any period of time, nor to make them available at all.

10 LIMITATION OF LIABILITY

- 10.1 SUBJECT TO SECTION 10.3, PLAYSIDE SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SOFTWARE OR ANY USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, PLAYSIDE SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO DIGITAL ASSETS SUCH AS CHARACTERS, VIRTUAL GOODS OR CURRENCY IN THE GAME, ACCOUNTS OR STATISTICS. PLAYSIDE SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL PLAYSIDE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- 10.2 To the maximum extent permissible by the Applicable Law our total liability, whether arising in contract, tort, strict liability or otherwise and including liability for losses, costs, expenses

or damages shall not exceed (in the aggregate) the actual amount paid by you to PlaySide during the six (6) months prior to the date of the cause of action first arising.

- 10.3 Nothing in this Agreement shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by the Applicable Law.

11 TERMINATION

- 11.1 We may terminate this Agreement and any user Account in the Game immediately if you commit a breach of this Agreement.
- 11.2 Upon termination for any reason: (a) all rights granted to you under this Agreement shall immediately cease; (b) you must immediately cease all activities authorized by this Agreement; (c) you must immediately delete or remove the Software from all computer equipment in your possession, (d) your access to and use of the Software will immediately cease and be terminated; and (e) you will not be entitled to any refund nor will any credits or in-game items (e.g. points in an online game) be credited to you or converted to cash or other form of reimbursement.

12 GENERAL

- 12.1 Each of the warranties and conditions (or rights and obligations) of this Agreement operates separately.
- 12.2 If any provision, or part provision, of this Agreement, including each of the warranties and conditions (or rights and obligations) is found to be illegal, invalid or unenforceable by any court or competent authority, the legality, validity and enforceability of the remaining provisions, including the warranties and conditions of this Agreement will not be affected.
- 12.3 We may transfer our rights and obligations under this Agreement to another organization, but this will not affect your rights or our obligations under this Agreement. You may not transfer or assign your rights and obligations under this Agreement to a third party.
- 12.4 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 12.5 This Agreement, its subject matter and its formation, are governed by the laws of Victoria, Australia ("**Applicable Law**"). You and we both agree that the courts of that state and any courts which may hear appeals from those courts will have exclusive jurisdiction in relation to any dispute connected with this Agreement or the Software.
- 12.6 This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof, provided, however, that this Agreement shall co-exist with, and shall not supersede the Privacy Policy.

12.7 This Agreement is drafted in the English language and may be translated into other languages. The English language version of this Agreement shall prevail if there is a conflict or inconsistency or clarification required with other language versions.