

## **DEFENSE OF ALAMOS**

### **GAMES UNITED END USER LICENSE AND SERVICE AGREEMENT**

Welcome to apply to use Games United's Game Services.

Please read these This **Games United** User License and Service Agreement (hereinafter referred to as "this Agreement") before using Games United's Game Services. This Agreement set out the terms and conditions that apply when you use our Game Services (described below). When you use our Games United's Game Services you agree to be bound by these terms and conditions. If you don't agree to all the terms and conditions, you must not use our Services.

This Agreement is entered into by and between you and the Games United and this Agreement is legally binding. To safeguard your lawful rights and interests, please read this Agreement carefully and fully understand the contents of each clause hereof, in particular the clauses with respect to exemption or limitation of liabilities, and any separate agreement for activating or using some specific services.

You are deemed to have read and understood all contents of this Agreement and agree to comply with the terms of this Agreement once you click "Agree", "Login", or other buttons online, indicating your access to Games United Game Service. Unless you have read and accepted each and all clauses of this Agreement, you will not be allowed to use Games United Game Service.

If you are under the age of 18, please read this Agreement along with your legal guardian and pay special attention to the clauses regarding use by minors.

If there is any change to this Agreement, such change will be published on the homepage of Games United's website (<https://www.gamesunited.co/>). Any updated terms of service, once published on the website listed above, will constitute a valid substitute for the original ones, and users will not be notified separately of the same. If you do not agree to any changes made, please immediately stop using or voluntarily cancel related services; otherwise, if you login, view, or conduct other actions in relation to related services, it will be deemed as your understanding and acceptance of related updated terms of service. The developer and the user agree, understand, and comply with the following clauses. These clauses shall be applicable to not only Games United Game Service but also to other related services involving similar or related circumstances provided by the developer, and they are legally binding.

#### **1. Definitions**

Unless otherwise specifically stipulated, the following terms and phrases used in this Agreement shall have the same meaning:

**"Games United,"** or **"we,"** **"our,"** or **"us"** in this Agreement means Games United Yazılım Eğitim Sanayi Ticaret Anonim Şirketi. Games United Yazılım Eğitim Sanayi Ticaret Anonim Şirketi is located at Esentepe Mah. Yüzbaşı Kaya Aldoğan Sk. Pardus Plaza Blok No: 4 İç Kapi No: 4 Şişli-Istanbul/Turkey. In all cases, "Games United," "we," "our," or "us" includes agents, consultants, employees, officers, and directors.

“**Agreement**” refers to the text of this Agreement, Game Rules, and their revisions, which constitute an integral part of this Agreement after they are officially published.

“**Game Rules**” refers to Defense of Alamos Game's user codes, player regulations, game announcements, notifications, and other content, which are issued and revised by Games United from time to time.

“**Games United's Game(s)**” refers to all the games operated by Games United, including client-based mobile application games and other types of games.

“**Games United Game Service**” refers to all the online operation services related to the games provided by Games United to you.

“**You**”, also referred to as “player” or “user”, refers to any natural person who is authorized to use Games United products and services.

“**Game Data and Technical Data**” refers to all types of data generated during your use of Games United Game Service or the data that is provided by you/ your device while you play the game and recorded on the servers, including but not limited to game logs, information on the country of play the game, security logs, and other data. Details of the data obtained while playing the game can be found in the [Defense of Alamos Privacy Policy](#) and [Defense of Alamos Children's Privacy Guide](#).

“**Illegal Top-up**” refers to any top-up realized through any channel (*only available for download from AppStore and GoogleStore*) other than official payment channels on the official version of “Games United's Game(s).

“Virtual Items” includes but not limited to virtual currency, game items, game equipment, game materials, etc. included in Games United's Game(s).

## **2. Statement on Intellectual Property Rights**

Games United owns all the intellectual property rights of Games United's Game(s). All copyrights, trademarks, patents, trade secrets, and other intellectual property rights of Games United's Game(s), as well as all information and contents related to Games United's Game(s) (*including texts, images, audios, videos, graphics, interface designs, layout frameworks, related data, or electronic documents, and so forth*) are protected by the relevant laws, regulations, and international treaties. Games United owns the aforesaid intellectual property rights, with the exception of the rights enjoyed by the relevant right owners, in accordance with law.

All intellectual property rights in relation to the Game Data arising from your use of Games United Game Service are owned by Games United, and Games United has the right to handle such Game Data as appropriate.

Games United hereby grants you a personal, non-transferrable, and non-exclusive license to use Games United's Game(s) under this Agreement. You may upload, download, install, log in, and use the game on a single terminal device only for non-commercial purposes. Any forms of unauthorized installation, use, access, display, operation, or transfer will be deemed as a violation of this

Agreement. Without prejudice to users' normal acceptance of services, the game developer has the right to decide whether to retain all or part of the data saved on the servers.

Games United's Game(s) may involve third-party intellectual property rights, and if such third parties have requirements on your use of such intellectual property rights in Games United's Game(s) based on this Agreement, Games United will inform you of the said requirement in an appropriate manner, and you shall comply with such requirement as well.

### **3. Collection, Use, and Protection of User Information**

**3.1** You agree and authorize Games United to collect your user information for the purposes of fulfilling this Agreement, including IDFA (identifier for Advertisers), AAID (Google Advertising ID) Game Data and other information you have provided during the use of Games United's Game Service and the information collected by Games United for the sake of information security and user experience optimization, etc. Games United will collect your user information pursuant to this Agreement and relevant laws and regulations.

**3.2** Games United will not collect your personal data.

Please be careful not to disclose any type of your property account, bank card, credit card, corresponding password, or other important data during your use of Games United's Game Services; otherwise, you shall be liable for any loss arising therefrom.

### **4. Games United's Game Services**

**4.1** Subject to your compliance with this Agreement and relevant laws and regulations, Games United hereby grants you a personal, non-transferable, and non-exclusive license to use Games United's Game Service. You shall use Games United's Game Service only for non-commercial purposes, including:

**4.1.1** Receiving, downloading, installing, starting, upgrading, logging in, displaying, running of Games United's Game(s).

**4.1.2** Creating a game character, setting online name, viewing Game Rules, user profiles and game battle results, setting game parameters, purchasing, using, or gifting Virtual Item via legal channels in Games United's Game(s), etc.

**4.1.3** Using one or several other functions supported and granted by Games United's Game(s).

**4.2** During your use of Games United's Game Service, you shall not record or share with others the contents of Games United's Game(s) in any way without obtaining the permission of Games United, including but not limited to webcasting Games United's Game(s) through any third-party software.

**4.3** In the event that Games United's Game(s) is provided in the form of software, you shall also comply with the provisions of this Agreement regarding software license when using Games United's Game Service.

**4.4** All other rights that are not expressly authorized in this Clause 4 or other clauses of this Agreement are reserved by Games United. You must obtain Games United's additional written approval before exercising these rights.

**4.5** If Games United finds or receives any report or complaint from others against you of any violation of this Agreement, Games United has the right to remove relevant contents at any time without notice, impose punishment depending on the circumstances of your conduct, including but not limited to warning, restriction, or prohibition of the use of all or part of the functions, ban or cancel the game data, and announce the results of such measures.

**4.6** You fully understand and agree that Games United has the right to reasonably judge the user's violation of relevant laws and regulations or the provisions of this Agreement, punish and take appropriate legal actions against any user who violates laws and regulations, and store and report relevant information to relevant competent authorities in accordance with the laws and regulations. The user shall be solely liable for all the legal consequences arising therefrom.

**4.7** You fully understand and agree that you shall be solely liable for any claims, demands, or losses claimed by any third party resulting from your violation of any provisions of this Agreement or other related terms of service; and you shall indemnify Games United for any loss arising therefrom, if any.

**4.8** You fully understand and agree that Virtual Items and other items are part of Games United's Game Service, and Games United hereby grants you the right to use them under this Agreement. Your purchase and use of Virtual Items and other game items shall comply with the requirements of this Agreement and the specific rules concerning the game. In addition, Virtual Items and other game items may expire after a certain validity period even if you have never used them within the validity period. Except in the case of force majeure or any other reasons attributable to Games United, Virtual Items and other game items will automatically expire at the end of the validity period.

**4.9** You fully understand and agree that in order to create a fair and healthy gaming environment, during your use of Games United's Game Service, Games United has the right to have access to the random-access memory ("RAM") of your terminal device and other relevant programs running in parallel with Games United's Game(s) through technical means. Upon discovery of any unauthorized or harmful program that hinders the normal operation of Games United's Game Service, Games United will collect all the relevant information and take reasonable measures against such program.

**4.10** You fully understand and agree that you shall, when using any paid function of Games United's Game(s), make the corresponding payments pursuant to the requirements of Games United. Moreover, Games United possesses the operation autonomy and reserves the right to change its business model at any time, i.e., change its charging rate criteria, functions of paid software and objects, time of payment, etc. At the same time, Games United also reserves the right to upgrade, revise, add, delete, modify, and change its functions or change Game Rules. If you do not accept any such changes, you should immediately stop using the program. It is deemed that you have accepted the updated business model if you continue to use the program.

**4.11** You fully understand and agree that to ensure the game's speed for you and other users, Games United has the right to transfer or clear, on a regular basis, some obsolete Game Data stored in Games United game server.

**4.12** You fully understand and agree that your use of Games United's Game Service involves internet service and may be affected by unstable factors in the different links of the internet service. Thus, this game service is subject to the risk of service interruption or failure to satisfy the user's requirements due to force majeure, viruses or hacker attacks, unstable system, the user's location, device shutdown by the user, or by any other technical, internet, or communication issues.

In view of the above, to the maximum extent permitted by applicable laws, Games United does not guarantee that the game service it provides will definitely satisfy your requirements; that the game service provided will not be interrupted; that the game service provided is timely, safe or encounters no error; and that the information can be correctly, promptly, and smoothly transmitted.

**4.13** You fully understand and agree that you shall, when using Games United's Game Service, bear the risks of encountering any threatening, defamatory, offensive, or illegal content or conduct from any other person or any anonymous or counterfeit information that constitutes infringement upon the rights, including intellectual property rights, of any other person. Games United does not provide any type of guarantee, express or implied, including implicit guarantees and conditions on the authenticity, merchantability, suitability for a specific purpose, ownership, and non-infringement of the information. Games United assumes no liability for any direct, indirect, incidental, special, or subsequent damages caused by your improper or illegal use of the service.

**4.14** You fully understand and agree to the following:

**4.14.1** Games United may, from time to time, update the application by releasing software update packages or software patches or through online update, etc. Games United may, during the update process and retrieve the game's software version on the client terminal, game data, and other relevant data, and automatically replace, modify, delete and/or supplement such data. Such action is a necessary operation or step for software update. If you do not agree to such operation by Games United, please do not update the application. Your continual use shall be deemed as your consent to such operation by Games United.

**4.14.2** Some of the game updates may be software version updates. If you do not update it, you will not be able to log into the application. Additionally, any such kind of update may cause the original software version you have used on your terminal to be completely replaced by a new version.

**4.14.3** Various risks may be involved in obtaining Virtual Items such as game coins, game items, game equipment, and so on from third parties. You are not allowed to obtain the above-mentioned Virtual Items from a third party. If you insist on obtaining such Virtual Items from a third party, you shall bear the corresponding risks. In this case, Games United has the right to directly recover, delete, or otherwise dispose of such Virtual Items.

**4.14.4** You may fail to continue to use any Virtual Item in your Game Data subject to a validity period due to the expiry of such validity period resulting from the measures taken by Games United against

your violation of this Agreement or any law or regulation. In such a case, you are liable for any losses you incur. The duration for the above measures taken by Games United is included in the term of use in relation to the Virtual Item subject to a validity period. Upon termination of the implementation of such measures, such term of use in relation to the Virtual Item will not be extended accordingly.

**4.15** Commercial advertisements or other advertisements for promotional purposes may be published on the Games United's Game(s). Such content is created by advertisers or goods or service providers, and Games United only provides a medium for publishing such content. With respect to goods or services you purchase through the Games United website or its linked websites, the transactions are only conducted between you and the goods or service providers and are not related to Games United. Games United assumes no legal liability for the transaction conducted between you and any of the goods or service providers.

**4.16** Games United may provide you with customer services such as descriptions of Game Rules, bug or plug-in complaints, retrieval of game items, locking or unlocking of game items, user complaints, via the application's website, customer service hotline, game administrator, or other channels. You shall:

**4.16.1** Learn about the contents, requirements, and charges in relation to these customer services via the Games United website or other channels provided by Games United, carefully choose whether to enjoy the corresponding customer services, and express your needs to Games United in a true and accurate manner.

**4.16.2** Agree and accept the special agreements or terms of Games United regarding such customer services.

**4.16.3** Provide, at the request of Games United, your real personal information, including your valid identity information and game information, as well as the information of other users or web games you are aware of, for example, your account and personal data under such account, login of web games and game item status, bugs and plug-ins in the application, as well as the use of bugs or plugs-in by other players you are aware of.

**4.17** If any of the following circumstances occurs, Games United has the right to stop or suspend the service provided by the game server. Games United will not be liable to the user or any third party for any inconvenience or damage so caused:

**4.17.1** Regular inspections, development or software and hardware updates, in which case, Games United has the right to suspend the service, but will complete maintenance and update as soon as possible.

**4.17.2** The server is unable to work normally as it is damaged.

**4.17.3** Unexpected failure of any software, hardware, or electronic communication device.

**4.17.4** Fault with the network provider's line or any other fault.

**4.17.5** For the sake of maintaining national security or personal security of other users and third parties in case of an emergency.

**4.17.6** Occurrence of force majeure events and other reasons attributable to third parties.

**4.18** In accordance with relevant laws and regulations and this Agreement, Games United will take effective measures to protect the legitimate rights and interests of minors during their use of Games United's Game Service, including taking possible technical measures to prohibit minors from engaging in inappropriate games or game functions, to limit minors' gaming time, and to prevent minors from internet addiction. As part of the Game Rules, Games United will also publish Games United's Game(s) User Guidelines and warning instructions in a proper place, including the game content introductions, proper ways to use the game, and ways to prevent harm. All minors should read and follow these guidelines and instructions carefully under the guidance of their legal guardians. Other players should avoid publishing or generating any content that may harm the physical or mental health of minors during the use of Games United's Game Service, so as to create a healthy gaming environment.

## **5. Users' Code of Conduct**

**5.1** You fully understand and agree that you shall be responsible for all your actions undertaken in the while playing Games United's Game(s), including any content you post and the consequences arising therefrom. You should make your own judgment on the contents of Games United's Game(s) and bear all risks arising from the use of Games United's Game Service, including but not limited to those resulting from reliance on the correctness, integrity, or practicability of the contents of Games United's Game(s). Games United's Game(s) cannot and will not be liable for any losses or damages incurred due to the above-mentioned risks.

**5.2** Aside from using Games United's Game Service pursuant to this Agreement, you shall not engage in any activity that infringes the intellectual property rights of Games United's Game(s) or engage in any activity that is harmful to the legitimate interests of Games United or any other third parties.

**5.3** Unless permitted by laws or with the written consent of Games United, when using Games United's Game Service, you shall not engage in any of the following behaviour including but not limited to:

**5.3.1** Delete the copyright information and content of the Game or its copies.

**5.3.2** Reverse engineer, reverse assemble, reverse compile the game software, or make any other attempt to obtain the software source code and other confidential content.

**5.3.3** Scan, explore and test the game software in order to detect, discover, and identify possible bugs or vulnerability therein.

**5.3.4** Copy, modify, add, delete, mount, or create any derivative work from the game software or the data transferred to the RAM of any terminal device when the software is being used, or the interactive data between the client terminal and the server terminal when the software is being used, or the system data necessary to run the software, in such ways including but not limited to using any plug-in, cheating tool, or unauthorized third-party tool/service to access the software or any related system.

**5.3.5** Modify or forge any instructions and data when the software is being used, add, delete, or change the function or operation result of the software, or operate and propagate the relevant software or method that can be used to achieve the above-mentioned function, irrespective of whether the above actions are conducted for commercial purposes.

**5.3.6** Use Games United's Game(s) and Games United's Game Service through any third-party software, plug-in, cheating tool, or system that is neither developed nor authorized by Games United, or create, publish, and propagate any third-party software, plug-in, cheating tool, and system that is not developed nor authorized by Games United.

**5.3.7** Use, lease, lend, copy, modify, link, forward, assemble, publish, issue, or establish any mirror site for the content in the game whose intellectual property rights are owned by Games United, establish any mirror site related to Games United's Game(s), or take snapshot of the relevant webpage (web site), or setup servers to provide any service identical or similar to Games United's Game Service.

**5.3.8** Isolate any part of Games United's Game(s) from its main body to use it independently or use Games United's Game(s) in other ways that breaches the provisions of this Agreement.

**5.3.9** Use, modify, or cover the name, trademark, or any other intellectual property right of Games United's Game(s).

**5.3.10** Any other behaviour not expressly authorized by Games United.

**5.4** If you engage in any of the following behaviour when using Games United's Game Service, Games United will, depending on the severity of the circumstances, temporarily or permanently prohibit to log in the game, delete your Game Data, delete related information, or take other punitive measures against you under this Agreement and related Game Rules. In case of any serious issue, you may be transferred to the competent administrative authorities for administrative punishment, or your criminal liability will be ascertained and pursued:

**5.4.1** Use Games United's Game(s) or Games United's Game Service to publish, transmit, disseminate, or store any content that undermines the security or unity of the state or social stability, insults or defames others, advocates pornography or violence, causes unrest, harms social morality, or goes against any national laws, regulations, or policies, or set up any nickname or role name containing such content.

**5.4.2** Use Games United's Game(s) or Games United Game Service to publish, transmit, disseminate, or store any content that infringes any intellectual property right, trade secret right, portrait right, privacy, or any other legal right of any third party.

**5.4.3** Engage in any behaviour that endangers network security, including but not limited to the following: using unauthorized data or accessing any unauthorized server/account; having access to any public network or any terminal system of any other person and deleting, modifying, or increasing the stored information without permission; making an authorized attempt to explore, scan, and test the vulnerability of this software system or network; or engaging in any other conduct that endangers network security, attempting to interfere with or disrupt the normal operation of this software system or



website, deliberately spreading malicious programs or viruses, and other acts that disrupt and interfere with normal network information service; forging the name or partial name of any data package.

**5.4.4** Engage in any conduct that compromises the fairness of Games United's Game(s) or other conduct that affects the normal order of the game, such as actively or passively stealing scores, co-cheating, using plugs-ins or other cheating software and exploiting bugs (also known as "vulnerability" or "flaws"), for unfair, illegal benefits, or making plugs-ins, cheating software and bugs known to the public through the internet or by other means.

**5.4.5** Use Games United's Game(s) to engage in any commercial activities such as advertising, selling products, or any illegal commercial activity that infringes upon the interests of Games United, such as selling game data, Virtual Items or information in the game, illegal top-up, hiring others to provide services in the game and remunerate them outside the game, such as "payment" and "levelling up" for profits, trading "virtual vouchers", or providing intermediary service and advertising for profits. If Games United detects any of the above behaviour, Games United has the right to discontinue the user to log in and to determine the duration of the discontinuation depending on the severity of fault. Games United also has the right to recover and delete all data you have obtained through illegal means.

**5.4.6** Post any fraudulent or false information by pretending to be Games United, the game service administrator, the game forum administrator, or the moderator.

**5.4.7** Various illegal plug-in related behaviour.

**5.4.8** Steal Game Data and game items from other users.

**5.4.9** Privately trade game data, privately trade game items, game equipment and game coins, etc.

**5.4.10** Exploit possible technical flaws or vulnerabilities that exists in the online game system to earn profits for themselves and for others in various forms.

**5.4.11** Utilize all or part of the data and information generated in the process of using the game provided by Games United, either for a fee or for free, to earn profits themselves and for others.

**5.4.12** Publicize contents such as plug-ins, private servers, asking others for levelling up, stealing coins, Trojan horses, or publicizing Games United negatively.

**5.4.13** Use the products and services provided by Games United without authorization for generating real profits or engage in any other misconduct that is widely recognized in the industry, regardless of whether it has been explicitly listed in this Agreement or not.

**5.5** Without the consent of Games United, you shall not engage in any of the following behaviour; if you wish to engage in any of the following, please contact Games United to obtain its consent and sign an electronic or written contract with Games United at its request:

**5.5.1** Modify, copy, distribute, rent, publish, translate, assemble, adapt, and/or reproduce the game or its derivative works, or make it known to the public via the internet or by any other means.

**5.5.2** Produce, create, sell (wholesale or retail), publish, and/or distribute adapted derivative products of the game.

**5.5.3** Provide services, such as testing, bug and plug-in tracking reports, conduct soft advertising and promotion, collect competitive intelligence, for the game.

**5.5.4** Use the name and trademark of the game.

**5.5.5** Engage in any other behaviour related to game service that requires consent of the developer other than the behaviour listed above.

**5.6** If the user violates this Agreement or any relevant law or regulation, Games United has the right to take one or multiple measures below:

**5.6.1** Immediately disconnect the network connection between the terminal you are currently using and the application server, wherein, you must log in again before continuing to use the application.

**5.6.2** Temporarily prohibit you from logging into the online game.

**5.6.3** Reduce or clear the points, level, and/or honour of the Game Data you are currently using in the application.

**5.6.4** Permanently and irrevocably delete the advertisements, false information, or illegal remarks you have published, or take other measures to prevent their dissemination.

**5.6.5** Permanently and irrevocably cancel or clear the credits, level and/or honor you have obtained by illegal means.

**5.6.6** Permanently and irrevocably delete all game items, game equipment, game coins, points, level, honor, other items, and corresponding game data.

**5.6.7** Permanently and irrevocably prohibit you from logging into the application.

**5.6.8** Other measures.

Games United may take one or more of the above-mentioned measures continuously, intermittently, or alternately.

Where any user or role of the same user violates this Agreement and other relevant provisions, Games United has the right to impose sanctions against to you, including but not limited to discontinuation, termination, and deletion of the user.

## **6. Software License**

**6.1** You may need to download and install relevant software to use Games United's Game Service, and you may obtain the software directly from Games United's related websites or from third parties authorized by Games United. If you obtain Games United's Game(s) or a game with the same name as Games United's game from any third party not authorized by Games United, it will be deemed that you have not obtained the license from Games United, and Games United will neither guarantee the normal use of the game, nor compensate you for any damage caused thereby.

**6.2** Games United may develop different versions of software for different terminal devices or operating systems, including but not limited to different versions for iOS, Android, etc. You may choose to download the appropriate version for installation based on actual conditions, and after downloading

the installation program, you should install the program by correctly following the instructions provided in the program.

**6.3** If Games United's Game(s) is provided in the form of software, Games United will grant you a personal, non-transferable and non-exclusive license to use the software. You may download, install, log in, and use the Games United's Game(s) software on a single terminal device for non-commercial purposes only.

**6.4** To provide safe game services, Games United may recommend you install other software during the game software installation process; you may choose whether to install such software or not

**6.5** If you no longer need to use the software or to install a new version, you can uninstall such software on your own. If you are willing to help Games United improve its product and service, please inform Games United of your reason for un-installation

**6.6** To ensure the security and functional consistency of Games United's Game Service, Games United has the right to update the software and to change or limit certain functional effects of the software without giving you an additional notice.

**6.7** After a new version of the software is released, the older versions may become unusable. Games United cannot guarantee the continuous usability and the relevant client services of the older version software; please check and download the latest version regularly.

## **7. Game Testing**

**7.1** Games United may provide you with test versions, documents, etc. of the game (hereinafter collectively referred to as "test game"). The use of the test game remains bound by this Agreement, unless otherwise specified in this Clause 7. You shall be responsible for the test game you have obtained, including but not limited to taking reasonable measures to prevent others from using the test game without the consent of Games United.

**7.2** Due to the particularity of the test game, you should, before installing or using the test game, understand that there may be hardware incompatibility issues, game crash, game data loss, game service interruption, or any other hardware or software fault, for which Games United assumes no responsibility. If you find any problems or have any suggestions, you are welcome to contact Games United via the contact methods listed on Games United's website. Games United may refer to the opinions and suggestions and take relevant measures to improve the test game.

**7.3** If you opt to install or use the test game, it is deemed that you accept the provisions regarding game testing in this Clause 7, as well as test announcements, test server instructions and relevant details announced by Games United when the test is initiated.

**7.4** Games United may terminate or announce the termination of the development and operation of the test game at any time (hereinafter referred to as "termination of testing"). When Games United terminates the testing, you shall, at the request of Games United, delete all data of the test game upon the termination of testing by Games United. You agree and accept that the termination of testing does not constitute a reason for any refund, including but not limited to the purchased test game, game items purchased in the test game, or the purchased time limit for using the test game.

**7.5** Games United has the right to decide whether to change the test server to the official version and provide you with services under other terms as agreed in this Agreement. You may play the game and accept services under the relevant terms of this Agreement. During the change process, Games United has the right to decide:

- 1- Transition time and rules for the change.
- 2- If server data is compatible or can be utilized by the official server data.
- 3- All other problems that may be encountered during the change.

For the above details, please refer to the announcements made by Games United or in the game.

## **8. Disclaimer**

**8.1** Games United's Game Service is provided to you as it is. Games United does not guarantee that Games United's Game Service is error-free and uninterrupted, that all flaws have been corrected, or that Games United's Game Service will not be damaged by viruses or any other factors. Unless otherwise explicitly specified by law, Games United hereby disclaims any guarantee liability, express or implied, including but not limited to the guarantee on the performance, applicability, or non-infringement of Games United's Game Service.

**8.2** In no event shall Games United be liable for any damage incurred by you as a result of force majeure during the use of Games United's Game Service. Such force majeure events include but are not limited to laws, regulations, policies of the state, orders from state organizations, other governmental acts, or other unforeseeable, unavoidable, and insurmountable events, including but not limited to earthquakes, floods, snowstorms, fires, tsunamis, typhoons, strikes, wars, etc.

**8.3** Games United may, based on the data or information it is aware of or possesses, independently decide to change, terminate, or discontinue your use of any Games United's Game Service without any prior notice, unless a prior notice is required under relevant laws, regulations, or this Agreement. If you violate the laws, regulations, or this Agreement, Games United will, in accordance with the relevant provisions, terminate or discontinue your use of any Games United's Game Service, for which Games United will assume no responsibility. In this case, Games United has the right to request you to assume the corresponding liabilities.

**8.4** Games United's Game(s) may encounter game software bugs, version update flaws, third-party virus attacks, or any other factors, which may lead to the data abnormality of game characters, game items, game equipment, game currency, and other game account data. Games United has the right to temporarily freeze the game account before the cause of the abnormality is identified. If the Game Data abnormality is identified to be caused by any abnormal game behaviour, Games United has the right to restore the Game Data of the game account to the original status before the abnormality occurred (including recovering the transferred data from a third party), under which circumstance Games United will not be liable for any consequences arising therefrom.

**8.5** Games United does not grant you the right to obtain game accounts, game items, game equipment, game currency, and other game services from any third-party by purchasing, accepting

gifts, or by other means. Games United is not responsible for any third-party transaction and will not accept any complaint arising from the disputes of third-party transactions.

**8.6** You fully understand that the advertisements or any other forms of promotional content placed by third parties in Games United's Game(s) are provided by the said third parties, and you should judge the authenticity of the information on your own. Games United provides no guarantee, either express or implied, on such promotional content.

**8.7** You fully understand that there exist objective incompatibilities in different operating systems, and that such objective incompatibilities cannot be attributed to Games United, thus your top-up fees and game data in one operating system might not be smoothly transferred to another operating system. You shall be liable for the loss of your top-up fees or game data caused by your switching to a different operating system.

**8.8** You fully understand that there may be mandatory battle zones or battle gameplay in Games United's Game(s). If you do not agree to be assigned to such mandatory battle, please do not enter these games or battle zones; your entry in such battle games or zones will be deemed as an agreement to the battle gameplay and acceptance of the consequences.

## **9. Privacy Policy**

**9.1** It is a basic principle of Games United to respect and protect personal privacy information of users. Games United will take reasonable measures to protect personal privacy information of users. Unless otherwise specified herein, Games United's Game Service will follow all relevant privacy policies announced by Games United.

## **10. Compliance with Laws and Regulations**

**10.1** During your use of Games United's Game Service, you shall abide by local laws and regulations and observe local rules and customs. If your conduct is in violation of local laws, regulations, or moral customs, you shall be solely liable for the consequences arising therefrom.

**10.2** You should not involve Games United in political and public incidents during your use of Games United's Game Service. Otherwise, Games United has the right to suspend or terminate the provision of services to you.

## **11. Jurisdiction and Applicable Laws**

**11.1** In the event of any dispute or controversy between you and Games United, both parties shall, in the first place, use best efforts to settle such dispute or controversy through amicable negotiation. You agree that any dispute or controversy that cannot be settled through negotiation shall be submitted and finally resolved in the laws of the Republic of Turkey and by Istanbul(Çağlayan) Courts and Enforcement Offices as exclusively authorized.

**11.2** The headings of all clauses in this Agreement are established merely for the ease of comprehension, and do not carry any substantive meanings and shall not be used as references for the interpretation of this Agreement.

**11.3** If any clause of this Agreement is deemed invalid for any reason, the remaining clauses shall survive and remain binding on both parties.

**12. Miscellaneous**

**12.1** Games United hereby reminds you to avoid using inappropriate games, refuse to use pirated games, pay attention to self-protection, stay vigilant about fraud, play games moderately to relax your mind, and refrain from addiction to games.

**12.2** If you have any comments or suggestions on this Agreement or Games United Game Service, please contact [doa@gamesunited.co](mailto:doa@gamesunited.co) and we will provide you with necessary assistance.