

## **Battlerite Terms of Service**

**Last updated: June 29, 2021**

Stunlock Studios AB provides a game platform for, amongst other things, the game Battlerite (the "**Service**"). The Service is further described on the website [www.battlerite.com](http://www.battlerite.com). The Service is provided by Stunlock Studios AB, a Swedish company with principal offices at: Kaplansgatan 16 G, 541 34 Skövde, Sweden (hereinafter "**Stunlock Studios**" or "**we**", "**our**", "**us**").

BEFORE USING THE SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING THE "ACCEPT" or "I AGREE" BUTTON TO ENTER THE GAME OR BY PARTICIPATING IN A GAME YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT INCLUDING THE WAIVER OR RIGHTS INCLUDED IN THE DISPUTE RESOLUTION PROVISION BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, CLICK ON THE BUTTON THAT INDICATES THAT YOU DO NOT AGREE TO ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT PARTICIPATE IN THE GAME, GAME SERVICES OR USE THE SITE.

These Terms of Service (the "**TOS**" or "**Agreement**") set forth the terms and conditions under which you are provided access to the Service by Stunlock Studios. This Agreement applies in parallel with, and does not supersede, the End User License Agreement (the "**EULA**") that accompanies Stunlock Studios games (each a "**Game**"). While the EULA governs your license use of the Game client or software, this Agreement set out the rules for and govern your use of the Service.

### **1. GENERAL TERMS**

- 1. Use of the Service.** Subject to your agreement to and continuing compliance with these TOS, you may use the Service solely for your own non-commercial entertainment purposes by accessing it with a web browser or an authorized, unmodified Game client. You may not use the Service for any other purpose, or using any other method.
- 2. Term.** These TOS apply from your acceptance of the TOS and continue to apply until terminated by either you or Us. Stunlock Studios has the right to, in its sole discretion and in accordance with these TOS, terminate the TOS and/or your use of the Service. You may also terminate these TOS at any time and for any reason by going to Account web page and following the account closure process, or by submitting a request to us. Upon termination, you must immediately discontinue use of the Service and all licenses and rights granted to you under these TOS automatically expire.
- 3. Update of the Service.** Stunlock Studios reserves the right to update and change the Service at any time, as well as make changes to or discontinue any of the features and functionality available within the Service at any time at its sole discretion, and without notice to you.
- 4. Updates to the TOS.** Stunlock Studios may update these TOS as the Service evolves. In such event, you will be prompted to agree to or decline the revised Agreement the next time you use the Service after such an update. Note that if you must agree to all updates to be able to continue to use the Service. If at any point you do not agree to any portion of the then-current version of this Agreement, the Privacy Policy, EULA or any agreement relating to your use of the Service, you must immediately stop using the Service. Your acceptance of prior TOS will still apply to your prior use of the Service.

- 5 **User communication.** Under this Agreement, you consent to receive communications from us electronically. We will communicate with you by email at the address you provided to us or by posting notices in the Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 2. USING THE SERVICE

1. **Requirements for use.** Before you can use the Service, the following is needed:
  - (i) agreement to these TOS, confirmation that you have read and understood the Privacy Policy and EULA for each of the Game you will use with the Service, if applicable;
  - (ii) purchase a valid license to use the Game you will use with the Service, if applicable; and
  - (iii) register an account on the Service (an "**Account**").

You are responsible for any internet connection fees that you incur when accessing and using the Service.

2. **Eligibility and personal data.** You may use the Service or Game only if you are a "natural person" and legally of age to enter into such an agreement according to the laws of your country. If you have not attained the age of majority, you are obliged to obtain the necessary permission in the form required by law from the parents or other legal representatives. No child under the age of 13 is allowed to play the Game or use the Service and minimum age may vary, depending on your country. By registering an Account on the Service and/or accessing or using it, you represent and warrant that you meet these eligibility requirements. Subject to the laws of your country of residence, minor children may play a Game with a parent or legal guardian's permission so long as the parent or legal guardian consents and accepts full responsibility for the conduct of the child.

To send necessary permission as a parent or other legal representative, please e-mail:

[dataprotection@stunlockstudios.com](mailto:dataprotection@stunlockstudios.com) for more information.

For information about processing of personal data, please see our [Privacy Policy](#).

3. **Account registration.** You guarantee that the information you provide to Stunlock Studios upon registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

You may cancel your account at any time, please contact Stunlock at this email address: [support@stunlockstudios.com](mailto:support@stunlockstudios.com) for more information.

4. **Character Names.** You may not select a character name that is offensive, defamatory, vulgar, obscene, sexually explicit, racially, ethnically, or otherwise objectionable, or falsely indicative of an association with Stunlock Studios. Stunlock Studios may modify any name which, in the sole and exclusive judgment of Stunlock Studios, violates this provision without further notification to you, and may take further disciplinary measures, including account termination, for repeated violations.

5. **Password.** You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your Account or password. If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify us.
6. **Account Suspension/Cancelation.** Stunlock Studios may suspend, terminate, modify, or delete your access to the game or service at any time if we reasonably believe you may be in violation of or will violate these terms, with or without notice to you. You acknowledge that any and all game assets and/or accounts may be deleted, altered, moved or transferred for any violation of the EULA or this agreement, at the sole and exclusive discretion of Stunlock Studios. Stunlock Studios expressly disclaims any value, cash or otherwise, attributed to any data residing on servers operated by Stunlock Studios, including, without limitation, game assets. You understand and agree that Stunlock Studios has the right to remove any game assets in whole or in part at any time, with or without notice and without liability of any kind to you.

### 3. OWNERSHIP

1. **Game clients and Service.** The Game clients and the Service (including without limitation any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a Game client, and the Game client and server software) are intellectual property, amongst other, copyrighted works owned by Stunlock Studios and its licensors. Stunlock Studios reserves all rights in connection with the Games and the Service, including without limitation the exclusive right to create derivative works. Any reproduction or redistribution of any Game not in accordance with any policy or agreement, including without limitation the Game EULA and the TOS, is expressly prohibited by law, and may result in severe civil and criminal penalties.
2. **Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the account, and you further acknowledge and agree that all rights in and to the account are and shall forever be owned by and inure to the benefit of Stunlock Studios. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift, or trade any Account, and any such attempt shall be null and void.

**Virtual Items.** Stunlock Studios owns, has licensed, or otherwise has rights to all of the content that appears in the Service or the Games. You agree that you have no right or title in or to any such content, including without limitation the virtual goods or currency appearing or originating in any Game, or any other attributes associated with the Account or stored on the Service. Stunlock Studios does not recognize any purported transfers of virtual property executed outside of a Game, or the purported sale, gift or trade in the "real world" of anything that appears or originates in a Game, unless otherwise expressly authorized by Stunlock Studios in writing. Accordingly, you may not sell in-game items or currency for "real" money, or exchange those items or currency for value outside of a Game, without express written permission. Stunlock Studios shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking of or any other damage OR LOSS of any kind CAUSED to ANY OF THE game assets, INCLUDING, BUT NOT LIMITED TO, DELETION OF game assets UPON THE TERMINATION OR EXPIRATION OF YOUR ACCOUNT. The sale of Accounts and virtual items and transfer of these Accounts and virtual items between users may only be conducted via services provided by Stunlock Studios.

### 3. USER CONTENT

User Content means any communications, images, sounds, and all the material and information that you upload or transmit through a Game client or the Service, or that other users upload or transmit, including without limitation any chat text. Upon such upload or transfer by you, you agree to grant Stunlock Studios a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice such User Content as well as all modified and derivative works thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content.

### 4. FEES

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Stunlock Studios may revise the pricing for the goods and services offered through the Service. PLEASE NOTE THAT ALL PURCHASES AND ANY REFUNDS ARE MADE THROUGH THE STEAM PLATFORM. YOU ACKNOWLEDGE YOU WILL NOT RECEIVE ANY REFUND WHEN THE ACCOUNT IS TERMINATED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

### 5. RESTRICTIONS AND PROHIBITED USE

1. **Compliance with Laws.** You agree that you will not, in connection with your use of a Game client or the Service, violate any applicable law or regulation. You will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).
2. **Misuse of Service.** You may not connect to or use the Service in any way not expressly permitted by this Agreement. Without limiting the foregoing, you agree that you will not (a) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's use of the Service; or (b) attempt to gain unauthorized access to the Service, Accounts registered to other players, or the computer systems or networks connected to the Service.
3. **No Data Mining.** You agree that you will not (a) obtain or attempt to obtain any information from the Service or any Game using any method not expressly permitted by Stunlock Studios; (b) intercept, examine or otherwise observe any proprietary communications protocol used by a client or the Service, whether through the use of a network analyzer, packet sniffer or other device; (c) use any third-party software to collect information from or through a Game client or the Service, including without limitation information about your character, any Account registered to you, virtual items, other players, or other Game data.

4. **Prohibited Uses.** You agree that you will not, under any circumstances:
1. Use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the Service, any Game or any Game experience without the express consent of Stunlock Studios.
  2. Exploit the Service, a Game or any part thereof for any commercial purpose, including without limitation (a) use for monetary gain without the express written consent of Stunlock Studios; (b) to communicate or facilitate any commercial advertisement or solicitation; (c) for gathering in-game currency, items or resources for sale outside the Game without Stunlock Studios' authorization; or (d) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;
  3. Host, provide or develop matchmaking services for any Game or the Service, or intercept, emulate or redirect the communication protocols used by Stunlock Studios in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;
  4. Facilitate, create or maintain any unauthorized connection to any Game or the Service, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service or any Game; and (b) any connection using programs or tools not expressly approved by Stunlock Studios.
  5. Disrupt or assist in the disruption of (i) any computer used to support the Service or any Game environment (each a "Server"); or (ii) any other player's Game experience. Any attempt by you to disrupt the service or undermine the legitimate operation of any game may be a violation of criminal and civil laws.
  6. Spread any unofficial information or details of the game to people not accepted into the alpha/beta phase of the game, including but not limited to: screenshots, stream, video, game files, images or descriptions of gameplay.

Any use of the Service or any Game in violation of the above may be regarded as an infringement of Stunlock Studios' copyrights in and to the Service and/or Game, and/or otherwise a violation of these TOS.

#### **7. DISCLAIMER OF WARRANTIES**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. STUNLOCK STUDIOS DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME CLIENT OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## 8. LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY; INDEMNIFICATION

1. YOU AGREE AND UNDERSTAND THAT YOU USE THE GAME AND SERVICE ON YOUR OWN RISK. STUNLOCK STUDIOS IS NOT RESPONSIBLE FOR DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE OR YOUR INABILITY TO USE THE SERVICE. IN NO CASE SHALL STUNLOCK STUDIOS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE, ANY GAME OR ANY GAME CLIENT. IN NO CASE SHALL THE LIABILITY OF STUNLOCK STUDIOS EXCEED THE AMOUNT THAT YOU PAID TO US DURING THE SIX (6) MONTHS PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of STUNLOCK STUDIOS and its affiliates shall be limited to the fullest extent permitted by law.
2. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH STUNLOCK STUDIOS IS TO STOP USING THE SERVICE, AND TO CANCEL ALL ACCOUNTS REGISTERED TO YOU.
3. You agree to indemnify, defend and hold Stunlock Studios, subsidiaries, parent companies and partners harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use or misuse of the Service or any Game, or any breach by you of this Agreement, the Privacy Policy and the Game EULA.

## 9. DISPUTE RESOLUTION AND GOVERNING LAW

1. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of Sweden. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
2. **Informal Negotiations.** You and Stunlock Studios agree to resolve any dispute arising out of or in connection with this Agreement through informal negotiations foremost, for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiation commence upon written notice from one person to the other. Stunlock will send its notice to your billing address and email you a copy to the email address you have provided to us. You will send your notice to Stunlock Studios, Kaplansgatan 16 G, 541 34 Skövde, Sweden. Notwithstanding the foregoing, you and Stunlock agree that the following Disputes are not subject to the above provisions concerning informal negotiations: (1) any disputes concerning the validity of any of Stunlock's intellectual property rights; (2) any dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.
3. **Dispute Resolution.**
  - a. **Disputes.** If the informal negotiations are not successful, Disputes shall be resolved through binding arbitration. The Agreement between you and Stunlock Studios is very broad, and Disputes include all claims, or controversies, including those you may have had before you agreed to these TOS, arising out of or relating to (i) this Agreement, (ii) any Service, (iii) the relationship between you and Stunlock Studios, including, the validity, enforceability, and scope of this Agreement, (iv) your purchase of any items or services

through the game, (v) your purchase of, use of, or interaction with any content published by Stunlock Studios; but Disputes does not include: (i) claims regarding the infringement, protection or validity of Stunlock Studios's trade secrets, copyright, trademark, patent or other intellectual property rights; and (ii) claims brought in small claims court. This Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. The arbitration will be conducted in the English language. An arbitrator may award any relief to either party that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy any Disputes, as well as afford public injunctive relief where such remedies are permitted and cannot be waived by applicable law.

- b. **Administration.** The arbitration shall be administered by the American Arbitration Association under its [Consumer Arbitration Rules](#) ("AAA Consumer Rules"), but with the following modifications to those rules:
- i. Arbitration fees and costs shall be governed by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send us proof to the Notice address above in Section 9(2) indicating that you are unable to pay the administrative fees required to initiate an arbitration, we will pay all AAA administrative fees.
  - ii. If the total demand sought in the Dispute does not exceed \$25,000, the arbitration will be presumed to be conducted solely on the basis of written submissions. However, the Arbitrator shall maintain the discretion, upon the specific request of a party, to require a face-to-face hearing.
  - iii. The parties may bring any dispositive motion or motions during the course of the proceedings.
  - iv. The arbitrator shall make a decision in writing, which will include the findings and conclusions on which the decision is based. Subject to the express limitations below, the arbitrator has the authority to issue any relief allowed by applicable law.
  - v. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. A party may litigate in court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
  - vi. Arbitration rules and forms may be obtained from AAA at <https://www.adr.org> or by calling AAA at 1-800-778-7879.
- c. **Class Action Waiver. THE PARTIES AGREE THAT AS TO ALL DISPUTES, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HER, HIS OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If the foregoing clause is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.
- d. **Limitations on Arbitration.** Notwithstanding the express class action waiver, in the event that a binding arbitration proceeding involving the parties is deemed to meet the criteria of a "multiple consumer case filing," as set forth in the AAA Consumer Arbitration Rules - Costs of Arbitration, then either party shall have the right, but not the obligation, to apply to the

arbitrator to have all “multiple consumer case filings” transferred before the same arbitrator. If, and only if, such transfer occurs, any party to these transferred multiple consumer case filings may then move by written submission to the arbitrator to conduct pre-hearing activities only—such as discovery and dispositive motion practice—in a manner that will have common effect on all multiple consumer case filings. The arbitrator shall provide all affected parties an opportunity to be heard before deciding, in its own discretion, whether and to what extent to permit common pre-hearing activities in multiple consumer case filings. For the avoidance of any doubt, all arbitration hearings will proceed on an individual basis.

- e. **Location.** If the arbitration requires an in-person hearing, the hearing will take place in [New York, New York, USA / the county in which you reside].
  
- f. **Severability.** If any clause within this Arbitration Agreement (other than the Class Action Waiver clause set forth in paragraph D above) is found to be unenforceable, that clause will be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will remain in full force and effect.



## 10. MISCELLANEOUS

1. **Assignment.** Stunlock Studios has the right to assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement nor transfer or sub-license your rights hereunder to any third party. Any unauthorized assignment by you shall be null and void.
2. **Severability.** If any provision of these TOS shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
3. **Entire Agreement.** This TOS, including the documents expressly incorporated by reference herein, constitutes the entire agreement between you and us with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Service; provided, however, that this Agreement shall coexist with, and shall not supersede, Game EULAs and Privacy policies for individual games published by Stunlock Studios.
4. **Force Majeure.** Stunlock Studios shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Stunlock Studios, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Stunlock Studios' control such as acts of God, war, terrorism, pandemics, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
5. **Notices.** All notices given by you or required under the TOS shall be in writing and addressed to: Stunlock Studios AB, Kaplansgatan 16 G, 541 34 Skövde.