

HIVE SLAYER – END USER LICENSE AGREEMENT

Last Updated: July 21, 2020

BY ACCEPTING THIS END USER LICENSE AGREEMENT (“**EULA**”) OR USING OUR SERVICES, YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. PLEASE READ THE EULA IN ITS ENTIRETY. IF YOU DO NOT AGREE TO THE EULA, DO NOT ACCESS OR USE OUR SERVICES.

YOU CERTIFY THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE OR, IF YOU ARE BETWEEN THE AGES OF 13 AND THE LEGAL AGE OF MAJORITY, THAT YOU ARE USING THE SERVICES WITH THE SUPERVISION OF YOUR PARENT OR LEGAL GUARDIAN WHO AGREES TO BE BOUND BY THIS EULA. MAKE SURE TO REVIEW THIS EULA WITH YOUR PARENT OR GUARDIAN SO THAT YOU BOTH UNDERSTAND ALL OF YOUR RIGHTS AND OBLIGATIONS.

King Crow Studios (“**we**,” “**us**” or “**our**”) is pleased to provide you access to, and use of software, websites, applications, and content (collectively, the “**Services**”). These EULA (“**Terms**”) apply to your purchase, access to, and use of, any Services. These Terms do not alter in any way the terms or conditions of any other agreement you may have with King Crow Studios for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or that entity violate these Terms.

King Crow Studios reserves the right to change or modify these Terms on a going forward basis at any time and in our sole discretion. If King Crow Studios makes changes to these Terms, we will provide notice of such changes as appropriate, such as providing notice through the Services and/or updating the “Last Updated” date at the top of these Terms. Your continued use of the Services will confirm your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services. We encourage you to review the Terms from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

Eligibility

You must be at least 13 years of age to access and use the Services. There is no exception to this requirement. King Crow Studios does not knowingly collect any personal information from children under the age of 13. By your use of the Services, you agree that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent,

and that you are fully able and competent to understand and accept this EULA as a binding contract and to abide by all Terms.

Software Updates

Certain software may be required to access and use the Services. In addition, we may need to automatically update some of the software you obtain through the Services or provide you with new software to keep the Services functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Services, you agree to such automatic updating.

We reserve the right, in our sole discretion and where technically feasible, to disable your access to or ability to use Services that we believe present a health and safety risk or violate our community standards, agreements, laws, regulations or policies. We will not incur any liability or responsibility if we choose to remove, disable, or delete such access or ability to use any or all portion(s) of the Services.

Your Use of Services

3.1 Content and Software License. Except as otherwise agreed upon, if we enable the use of software, content, virtual items or other materials owned or licensed by us (“**Software and Content**”), we hereby grant you a limited, nonexclusive, non-sublicensable license to access, install, and use the Software and Content solely for personal and noncommercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by King Crow Studios or as permitted under applicable law. Any unauthorized use of the Services is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

3.2 Availability. The Software and Content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Services and Content in certain territories and jurisdictions.

3.3 Network Costs. You may be charged by your network provider for data services or any other third party charges as may arise while using the Services and you accept responsibility for such charges. If you are not the bill payer, we will assume that you have received permission from the bill payer.

Code of Conduct

You agree to abide by this code of conduct during multiplayer or co-op gameplay sessions:
(a) Do not use derogatory, demeaning, malicious, defamatory, abusive, offensive, hateful or discriminatory language.

(b) Do not harass, bully, threaten, harm or cause discomfort for other users. For example:

Use of hate speech or racial, ethnic, sexist, homophobic or religious slurs;
Harassment of a specific person (repeated flaming or personal attacks); or
Disclosing any personal or private information of another person, or any confidential information pertaining to a business, without consent.

(c) Do not promote, plan, glorify or engage in any illegal activity or otherwise make available content that would encourage or provide instructions for an illegal activity. These topics include but are not limited to crimes relating to drugs, drug paraphernalia, rape, solicitation of a minor, computer hacking, counterfeiting and fraud.

(d) Do not impersonate other persons, including fellow users or King Crow Studios staff or attempt to obtain sensitive information from other users. For example:

Falsely claiming an official title or to hold position relating to King Crow Studios;
Falsely claiming the representation of another business or websites;
Falsely claiming to be a law enforcement officer; or
Soliciting passwords or personal information from other users.

(e) Do not engage another user under false pretenses or otherwise defraud another user.

King Crow Studios, at its sole discretion, may issue a warning or expel User from the Services for violations of the Code of Conduct.

User Content

Our Services may include interactive features and areas where you may submit, post, upload, publish, email, send or otherwise transmit content, including, but not limited to, text, images, photos, videos, sounds, virtual reality environments or features, software and other information and materials (collectively, "User Content"). Unless otherwise agreed to, we do not claim any ownership rights in or to your User Content. By submitting User Content through the Services, you grant King Crow Studios a worldwide, irrevocable, perpetual (i.e. lasting forever), non-exclusive, transferable, royalty-free and fully sublicensable (i.e. we can grant this right to others) right to use, copy, display, store, adapt, publicly perform and distribute such User Content in connection with the Services. You irrevocably consent to any and all acts or omissions by us or persons authorized by us that may infringe any moral right (or analogous right) in your User Content.

You are solely responsible for the User Content you make available through the Services and you represent and warrant that (a) you either are the sole and exclusive rights owner of all User Content that you provide, or you have obtained all rights, licenses, permissions, consents and releases that are necessary to grant to King Crow Studios the rights specified in this section; (b) the provision of your User Content, and our subsequent use of such User Content, will not infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret,

moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable laws or regulations; and (c) your User Content does not violate our community standards.

King Crow Studios does not endorse or guarantee the opinions, views, advice, or recommendations posted or sent by users. King Crow Studios has no responsibility or liability for User Content made available through the Services, and we have no obligation to screen, edit or monitor such content. However, we do reserve the right, and have absolute discretion, to remove, screen or edit User Content at any time and for any reason.

Services Ownership and License

User acknowledges that King Crow Studios retains all right, title and interest to the Services, the Services' design and documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights).

Unless otherwise indicated, the Services are the property of King Crow Studios or our licensors and are protected by copyright, trademark and other laws of the United States and foreign countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

King Crow Studios and the King Crow logo are trademarks or registered trademarks of King Crow Studios. King Crow logo and those of its affiliates may not be copied, imitated or used, in whole or in part, without prior written permission, including as authorized by any applicable brand guidelines. All other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners and may not be used without permission of the applicable trademark holder.

Disclaimer of Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK. AS BETWEEN YOU AND KING CROW STUDIOS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND KING CROW STUDIOS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, KING CROW STUDIOS DOES NOT REPRESENT OR WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; (B) THE OPERATION OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY KING CROW STUDIOS WILL CREATE A WARRANTY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT KING CROW STUDIOS IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL KING CROW STUDIOS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM YOUR USE OF THE SERVICES, ANY USER-GENERATED CONTENT IN THE SERVICES OR TRANSMITTED TO ANOTHER USER, OR ANY TRANSACTIONS BETWEEN OR AMONG YOU AND OTHER USERS, WHETHER ONLINE OR OFFLINE.

THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless King Crow Studios and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents (collectively, "King Crow Studios Parties") from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (a) your purchase or use of, or inability to use, the Services; (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by King Crow Studios or a third party in relation to the Services, (c) your violation of any applicable law or any rights of any third party; or (d) any User Content or Feedback you provide.

Limitation of Liability

THE KING CROW STUDIOS PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF A KING CROW STUDIOS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE KING CROW STUDIOS PARTIES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID US TO USE OUR SERVICES. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Privacy

User accepts and agrees to King Crow Studios' Privacy Policy as found at <http://www.kingcrowstudios.com/privacy-eula>.

No Assignments

User may not assign or otherwise transfer any rights or obligations under this EULA.

Severability

If a court finds any provision of this EULA invalid or unenforceable, the remainder of this EULA shall not affect the validity and enforceability of any remaining provisions.

Non-waiver

The failure to exercise any right provided in this EULA shall not be a waiver of prior or subsequent rights.

Governing Law

This EULA shall be governed in accordance with the laws of the United States. The parties consent to the exclusive jurisdiction and venue of the courts located in the United States in any action arising out of or relating to this EULA. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Attorney Fees and Expenses

In a dispute arising out of or related to this EULA, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

Modifications to the Services

King Crow Studios reserves the right to change, suspend, remove, discontinue or disable access to the Services or particular portions thereof, at any time and without notice. In no event will King Crow Studios be liable for the removal of or disabling of access to any portion or feature of the Services.

Termination

We reserve the right to terminate your right to access and use the Services if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.