

# RECITALS


This End User License Agreement (hereinafter referred to as – EULA) governs relations between the COMPANY and the Users pertaining to their use of the Games in the absence of a specific document regulating the Users' use of the particular Game. Should the Game or Game Chat have a specific set of rules, this EULA shall apply to relations between the COMPANY and the User to the extent that its terms and conditions do not conflict with the terms and conditions of such a specific document.

Only natural persons are entitled to download/acquire/use any Game.

By downloading, installing, or otherwise using any Game, the User (A) acknowledges that they have read, understood, and unconditionally accepted the terms and conditions of this EULA, as well as the conditions of other relevant agreements and regulations available at <https://sidusheroes.com> and guarantees that they will observe them during their entire use of the Game; and (B) acknowledges and agrees that they have independently evaluated the desirability of using the Game and are not relying on any representation, guarantee, or statement other than as expressly set forth herein; and (C) represents and warrants that they are lawfully able to enter into contracts (e.g. the User has reached the age of capacity provided by applicable law). If the User is minor, they shall become acquainted with this EULA with the help of his parents/legal guardians. COMPANY recommends parents or guardians to monitor their children's online activities. To protect children's privacy, COMPANY advises parents or guardians to check that their children never disclose their personal data without prior consent of their parents or guardians. COMPANY reserves the right to restrict access to certain services on age grounds and may allow the registration for certain services with parental approval when underage. COMPANY reserves the right to ask for written proof of parental consent for any User or potential User suspected to be a minor. In all cases, utilization of Games by minors must take place under the

responsibility of their parents or legal guardians and any use is assumed to have been validated by them.

Otherwise, installation or other use of the Game is prohibited.

Reference to the present EULA shall also include relevant agreements and regulations associated with the relevant Game, Sidus Privacy Policy, other documents available at  [SIDUS HEROES](#), and all pages, schedules, policies, guidelines, specifications, user manuals, and supporting materials that the COMPANY makes available to the User, unless the context otherwise requires.

In the case that the User downloads/purchases the Game through any Third Party's Platform, the User undertakes to review and comply with the terms and conditions of the owner of the respective platform, which may be changed from time to time and may provide for certain additional requirements applicable to downloading the Game through that platform, its installation, and use.

## 1. TERMS AND DEFINITIONS

In this EULA, the following definitions, when capitalised, shall have the following meanings:

**Account** – shall mean the User's account in the Game.


**COMPANY** – Sidus Gates IT Services LLC, a company established and operating under the legislation of the United Arab Emirates, with its registered office at Building A, the Opus tower by Omnyat, Dubai, The United Arab Emirates.

**Client part of the Game** – the software necessary for the User to participate in the Game, to be installed on the User's device. The Client part of the Game is installed by the User independently on its device. The Client part of the Game may be distributed by the COMPANY and/or its authorised persons, both via the Internet and on tangible

media. The Client part of the Game distributed via the Internet is provided to the User free of charge, with the right to reproduce, unless this Agreement provides for otherwise. Copies of the Client part of the Game distributed on tangible media may be provided to the User for a fee.

**EULA** – this Sidus End User Licence Agreement for Games, a legal document determining the terms and conditions and procedures for the User’s use of the corresponding Game and all related services.

**Chat Rules** – a legal document that constitutes Appendix No. 2 hereto, located at <https://sidusheroes.com/documents>, determining the rules to be mandatorily observed by the User during official Game Chat use (if applicable).

**Game Rules** – a legal document that constitutes Appendix No. 1 hereto, located at  [SIDUS HEROES](#), determining the rules binding for the User while using the Game.

**Games** – any games (excluding gambling) for personal computers (PC), game and TV devices like Xbox, PlayStation, Nintendo, and games on mobile devices, owned and/or operated by the COMPANY, its affiliates and/or its partners, as specified at the Games Storefront on the Website and/or Third Parties Platform (if applicable).


To ensure the rights and obligations of COMPANY and the User arising hereunder, the User may reproduce a set of data and commands on their device predefined by the COMPANY (‘Client part of the Game’, if it is provided for by the Game’s functionality), whereas a set of other data and commands (including non-activated) or all data and commands in the absence of the Client part of the Game are placed by the COMPANY on its servers. This is not applicable for the Games dedicated to mobile devices.

**Materials** – all content, information, and other materials within the Game, including, without limitation, trademarks and logos, visual interfaces, graphics, design, compilation, information, software, computer code (including source code and object

code), text, articles, pictures, information, data, music, sound files, photographs, titles, themes, objects, characters, character names, game clans, a set of descriptions and images of characters in the Game, the game world, stories, dialogues, catch phrases, concepts, artwork, animations, audio-visual effects, methods of operation, and documentation.

**In-Game Assets** – shall mean virtual in-game objects, goods, elements of the game world and related services, as well as statuses, attributes or other features of virtual in-game items and/or characters, in-game achievements, which are non-activated data and commands that may be available for purchase in the Game and/or its associated Sidus Metaverse service, whether on a reimbursable basis or as a reward for the User's certain activities in the Game and/or Sidus Metaverse.

**In-Game Currency** – virtual in-game currency which has no monetary value and is not subject to monetary valuation, although it has a price at the time of acquisition.

**Sidus Metaverse** – online platform located at the Website that provides Users with access to Games, as well as any other related services provided by the COMPANY based on the terms and conditions set forth herein and in other documents available at  [SIDUS HEROES](#) .

**Territory** – territory where the Game is available for installation and other use as specified at the Games storefront on the Website and/or Third Parties Platform (should the Game be dedicated to mobile devices).

**Third Parties Platform** – any platform operated by a third party where the User may access and download the Game, inter alia, (i) the Steam platform, operated by Valve Corporation and/or its affiliates, (ii) third party consoles, inter alia, Microsoft Xbox, Sony PlayStation® and Nintendo (should the Game be dedicated for console), (iii) third party mobile platforms, e.g. App Store platform operated by Apple, or Google Play platform operated by Google (should the Game be dedicated to mobile devices),

(iv) any cloud platforms that provide online access to the Games through remote servers, such as the Google Stadia cloud platform operated by Google.

**Unacceptable Content** --any kind of content or behaviour in connection with the use of the Game that is either illegal or unacceptable under the generally accepted moral rules, including, without limitation, the following examples:

(i) engaging in or contributing to any illegal activity or activity that violates others' rights;

(ii) content that is or could be reasonably viewed as unlawful, harmful, harassing, defamatory, libellous, obscene or otherwise objectionable and unacceptable;

(iii) providing information that is false, misleading or inaccurate;

(iv) disclosing of any personal or proprietary information of another User or any other person or otherwise invading another person's privacy;

(v) abuse, harassment, stalking, threats, flaming or intimidation of any person or organization;

(vi) profanity or use of derogatory, discriminatory, hatred or excessively graphic language;

(vii) any content that may harm minors;

(viii) disseminating or advocating in any way hate, intolerance, discrimination, harm, racial or ethnic hatred, violence, crime, or war;

(ix) offensive, vulgar, sexually explicit, or pornographic content;

(x) promoting the use of alcohol, tobacco or any narcotic or illegal substances, firearms;

(xi) transmitting software viruses, worms or any other kind of harmful software;

(xii) unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation;

(xiii) hacking;

(xiv) infringing any intellectual property rights, or unlawful provision/disclosure of information (insider information, confidential information, other proprietary or legally protected information);

(xv) other unacceptable content or behaviour.

**User** – shall mean an individual who meets all the criteria listed herein.

**User Content** – any comments, text or voice messages, photos, graphic images, videos, sounds, works of music, and other materials, data and information, as well as links to them uploaded, transferred, published, or otherwise distributed by the User to other Users and/or the COMPANY during the course of the Game use (apart from the User’s personal data, which is subject to Sidus Privacy Policy).

**Website** – <https://sidusheroes.com> and all domains and subdomains of the following levels.

## 2. GENERAL PROVISIONS

2.1 The Game is a part of Sidus Metaverse. A complete list of Games is made available at <https://sidusheroes.com/> (where it is possible to download/acquire/use a Game, free of charge or for payment) by placing links in the software interface to relevant websites (resources) of the COMPANY or third parties for download/acquisition/use and/or payment for such Games. The availability of Games and features will vary between countries and not all Games or features may be available in the User’s country.

2.2 Any use of the Game except as specifically authorised in this EULA, without the prior written permission of the COMPANY, is strictly prohibited and may violate intellectual property rights and/or applicable laws. The COMPANY may terminate the licence granted to the User hereunder at any time, with a prior notice, including where the COMPANY reasonably considers that: (a) the use of the Game by the User violates this EULA and/or applicable law; (b) the User fraudulently uses or misuses the Game; or (c) the COMPANY is unable to continue providing the User with the Game due to technical or legitimate business reasons.

### **3. USER'S ACCOUNT**

3.1 In order to use the Game, the User is required to create an Account following the instructions outlined on the Website and, inter alia, fill in the registration form or create an Account using their social media account, or their account on a Third-Party Platform.

When registering an Account, the User may fill in the registration form with the data they consider sufficient for their identification in the Game as a unique user, except for the mandatory fields of the registration form, filling in of which shall be obligatory for the User in order to use the Game.

The COMPANY, its affiliates and/or its partners may confirm the receipt of the User's online application in order to create an Account electronically to the e-mail address or by SMS message to the telephone number provided by the User (not applicable to the Account created by the User using their social media account).

3.2 Should the User access and download the Game via Third Party Platform, the User can use the Game without creating an Account. However, in this case, the User shall acknowledge that they are solely responsible for saving their game progress in the Game. In order to save their game progress, the User is strongly recommended to

create an in-game Account or attach their game profile to their Account on the relevant Third Party Platform, from which the User accesses the Game (if applicable).

3.3 The User's Account is for their personal, non-commercial use. The Users are informed and accept that the information provided when opening their Account is presumed to establish their identity. The Users guarantee that all information provided is accurate and up to date. The Users must update this information on their Account as soon as it is modified so that it always complies with these criteria. The User shall not share the Account or their login and password, nor let anyone else access their Account or do anything else that might threaten the security of the Account. The User shall maintain the confidentiality of their login and password.

3.4 In the event that the User becomes aware of or reasonably suspects any breach of security, including, without limitation, any loss, theft, or unauthorised disclosure of their login and password, the User must immediately notify the COMPANY thereof and modify their login and password in case the Game has such a functional. In the absence of such prompt notification, the COMPANY cannot guarantee the safety of the User's game process, the integrity of In-Game Assets and/or In-Game Currency.

3.5 The User is forbidden to distribute, use, or deliberately obtain any information granting access to the Account of another User, as well as distribute links to third party resources containing such information. It is forbidden to use or attempt to use another User's Account, inter alia, to log into the Account registered by another User in the case of receiving such information or by other means.

## **4. IN-GAME ASSETS AND IN-GAME CURRENCY**



4.1 The User acknowledges that the COMPANY may provide the User with the opportunity to acquire additional In-Game Assets and/or In-Game Currency within some Games.

4.2 The In-Game Currency is not a means of payment and serves the sole purpose as a means of exchange for In-Game Assets. As a general rule, the In-Game Currency cannot be exchanged for cash or other valuables, except for the In-Game Assets during the usual course of the Game. Any unused In-Game Currency cannot be converted back into cash under any circumstances. Should it be provided by the functionality of the Game and/or other services of the COMPANY and/or its affiliates, the Users may be allowed to exchange the In-Game Assets with each other, inter alia, for In-Game Currency, and/or exchange In-Game Currency for cash or other valuables.

4.3 The User may be provided with the opportunity to acquire for cash a limited, personal, non-transferable, non-sublicensable, revocable licence to use the In-Game Assets and/or the In-Game Currency exclusively from the COMPANY and/or its authorised partners by using one of the approved payment methods provided for each respective Game.

4.4 The COMPANY will credit the In-Game Currency to the User's Account after receipt of the payment. The charge of the In-Game Assets and/or the In-Game Currency to the User's Account shall be made as soon as possible. The User hereby acknowledges and agrees that due to circumstances beyond the control of the COMPANY, there may be delays in receiving payment information from the payment processing systems regarding the User's in-game purchases.

4.5 The COMPANY does not guarantee, that (i) In-Game Assets that the User wants will be available at the time the In-Game Currency is credited to their Account, (ii) the User will be able to use the In-Game Assets for an indefinite or desired period, (iii) the User will be able to exchange the In-Game Currency for any or specific In-Game

Assets, (iv) the characteristics or the intended use of the In-Game Assets will remain unchanged for the duration of the operation of the Game or will meet the User's expectations or preferences.

4.6 The COMPANY shall not be liable for the User's loss of In-Game Assets and/or In-Game Currency during the game process obtained as a result of participation in the Game.

4.7 Taking into account the technical complexity of the Game and the resources used for the operation of the Game, the COMPANY carries out regular maintenance diagnostics of the Game. The COMPANY may withdraw In-Game Assets and In-Game Currency already displayed in the User's Account in case such maintenance diagnostics reveals that such In-Game Currency or In-Game Assets were accidentally displayed in the User's Account, including because of a bug or an error in the Game or the COMPANY's Website, as well as if the presence of the specified In-Game Assets and/or In-Game Currency may lead to incorrect operation of the Game.

4.8. If the User is a child under the applicable laws, they may acquire additional In-Game Assets and/or In-Game Currency within some Games only with parental consent. The COMPANY may from time to time request the parental consent confirmation.

4.9. If the COMPANY reveals that either parental consent was not given by the parent/legal guardian of the User, or in case of failure of the User to provide the parental consent confirmation, the COMPANY may withdraw In-Game Assets and In-Game Currency already displayed in the Account of such User, as well as to apply other sanctions provided in this EULA.

4.10. The COMPANY has the right at any time, without notifying the User and without explaining the reasons, to suspend or terminate the EULA without compensation for any costs, losses or refunds received under the EULA, including if the User does not

use his Account for 12 (twelve) months or more, as well as in the event of any, including one-time violation by the User of the terms of the EULA, including the Game Rules, unless otherwise expressly provided by applicable law. For the avoidance of doubt, in the event of suspension or termination of the EULA for the reasons specified in this paragraph, the User's rights to non-activated data and commands are terminated, and In-Game Items, including In-Game Currency, are subject to deletion from the User's game account.

## **5. RIGHT OF WITHDRAWAL**

5.1. All fees payable for the Games, the In-Game Assets and/or the In-Game Currency are non-refundable, except as expressly set forth in accordance with applicable legislation. All in-game sales are final. The Games, the In-Game Assets and/or the In-Game Currency are not subject to return or exchange unless it is otherwise provided for herein. By purchasing the Games, the In-Game Assets and/or the In-Game Currency, as well as exchanging the In-Game Currency for the In-Game Assets, the User understands and agrees that (i) the User's access to the Game may be terminated according to this EULA, and/or (ii) the Game may be discontinued at any time for any reason, and that such events do not give rise to the User's right to receive a refund of any sums paid for any used or unused Game, In-Game Assets and/or In-Game Currency.

IN ADDITION, THE CHARGES AND PURCHASES ARE NOT REFUNDABLE IN THE EVENT THAT THE USER IS DISSATISFIED WITH THE GAME.

5.2. The transfer of the In-Game Assets and/or the In-Game Currency is prohibited except where expressly authorised in the Game. Other than as expressly authorized in the Game, the User shall not sublicense, sell, redeem or otherwise transfer or attempt to transfer the In-Game Assets and/or the In-Game Currency to any person

or entity. Any such transfer or attempted transfer is prohibited and void, and may result in termination of the Users right to access to their Account and/or the Game. Should it be provided by the functionality of other services of the COMPANY and/or its affiliates, the Users may be allowed to exchange the In-Game Assets with each other, inter alia, for In-Game Currency, and/or exchange In-Game Currency for cash or other valuables.

## **6. LIMITED LICENCE**

6.1 From the moment of acceptance of this EULA by the User, the COMPANY grants the User a personal, limited, non-exclusive, non-assignable, and non-transferable licence to install and use the Game in the Territory within the scope of its functionality and solely for personal and non-commercial use, and, in full compliance with this EULA and any other documentation accompanying, or being incorporated into, the Game.

6.2 The User agrees and acknowledges that any and all rights to intellectual property (including, without limitation, in the Game and any related Materials) belong to the COMPANY and/or its partners/affiliates (if applicable). Rights to intellectual property granted hereunder are licensed, but not sold. The licence granted hereunder confers no title or ownership in Sidus Metaverse.

6.3 The User is expressly prohibited to:

- sublicense, rent, lease, transfer, resell, gift, exchange, distribute, or otherwise use the Game or its copies and/or their Account as well as disseminate of information about the intention to perform the actions listed above by the User or any third parties;
- alter, merge, adapt, decompile, disassemble, modify, translate into other languages, or in any way change the Game or any of its components;
- create derivative works based on the Game;

- remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Game;
- use the Game in any manner that could interfere with, disrupt, negatively affect, or reasonably inhibit other Users from using the Game, or that could damage, disable, overburden, or impair the functioning of the Game in any manner;
- use the Game in any way that breaches this EULA, including the Game Rules and the Chat Rules (if applicable), any applicable local, national, or international law, or any other regulations and policies;
- use the Game for any purpose or in any manner that the COMPANY considers as a breach of this EULA and contact support at support@sidusheroes.com for relevant clarifications.

6.4 No other rights to the Game or its parts are granted to the User hereunder, except for the rights expressly stated in this EULA.

## **7. USER CONTENT**

7.1 By transmitting or submitting any User Content, the User affirms, represents, and warrants that such transmission or submission is (a) accurate and not confidential; (b) not in violation of Game Rules, Chat Rules, contractual restrictions, any applicable laws and regulations, or third party rights, and that the User has permission from any third party, whose personal information or intellectual property is in the User Content; (c) such User content is free of viruses, adware, spyware, worms, or other malicious code; (d) the User acknowledges and agrees that any of their personal information within such content will, at all times, be processed by the COMPANY and/or its partners/affiliates in accordance with the Sidus Privacy Policy; (e) the User grants the COMPANY and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, limited right to use such User Content by any and all lawful means, inter alia, to reproduce, distribute, transmit, transcode, translate, broadcast, publicly display, publicly perform, make available to the public, modify, create derivative works from it; this license shall be deemed granted to the COMPANY for the entire duration of the intellectual property rights to such User

Content as soon as it is uploaded on Sidus Metaverse or from the moment the COMPANY otherwise acquires such rights, inter alia, from its affiliates.

7.2 The COMPANY reserves the right in its sole discretion, for justified reason, to review, monitor, prohibit, edit, delete, disable access to, or otherwise make unavailable any User Content without notice. The COMPANY assumes no responsibility for the conduct of any User submitting any User Content and assumes no responsibility for monitoring the Game for Unacceptable Content or inappropriate conduct of the Users. The COMPANY does not, and cannot, pre-screen or monitor all User Content.

7.3 The User acknowledges and agrees that their use of the Game is at their own risk. By using the Game, the User may be exposed to Unacceptable Content of other Users that is offensive, indecent, or otherwise not in line with their expectations. The User bears all risks associated with the use of any User Content of other Users available in connection with the Game. At the discretion of the COMPANY, its representatives or technology may monitor and/or record the User's interaction with the Game or communications with other Users (including, without limitation, messages) when the User is using the Game. By entering into this EULA, the User hereby provides their irrevocable consent to such monitoring and recording. If, at any time, the COMPANY chooses, in its sole discretion, to monitor the Game, the COMPANY nonetheless assumes no responsibility or limited responsibility for the User Content. The COMPANY has the right, in its sole discretion, to edit, refuse to post, or remove any User Content.

## **8. SANCTIONS**

8.1 The COMPANY shall independently determine the fact of violation. In the case of violation of the EULA, inter alia, the Game Rules, and/or the Chat Rules by the User,

the COMPANY shall have the right to apply the following sanctions to the User, depending on the extent of the violation committed by the User and its adverse effect on the game process and other Users:

- issue a warning in any form, including by means of e-mail and/or a personal message sent to the User's account;
- remove any User Content that violates any applicable law or breaches the EULA, inter alia, the Game Rules, and/or the Chat Rules;
- rename, only if necessary (e.g. offensive name), their character, community, or organisation of gamers, as well as In-Game Assets;
- temporarily restrict some features of the Account and/or Chat account (if applicable);
- suspend access to one or more User Account(s) and/or their accounts on the Chat (if applicable) in its entirety;
- restrict Game and/or Chat use fully or partially, including the options to purchase In-Game Assets and/or In-Game Currency;
- temporarily restrict or permanently disable access to a character or some of its features;
- temporarily restrict or permanently disable in-game services of communication and/or Chat use;
- limit the number of connections to the server, as well as the duration of each connection for a specific period of time;
- block IP addresses, MAC addresses, or proxies used to access the Game;
- delete their character and/or Account;
- withdraw In-Game Assets and/or In-Game Currency, both those currently displayed in the User Account and newly accredited ones.

8.2 The COMPANY will make reasonable efforts to provide the User with explanation on what the terms of this EULA, inter alia, the Game Rules, and/or the Chat Rules were violated by the User, as a result of which the sanctions were applied by the COMPANY. The COMPANY disclaims the obligation to present the User with documentary evidence of the violation.

8.3 The COMPANY shall be entitled to prohibit the User from registering new Accounts in case of the EULA violation, inter alia, the Game Rules, and/or the Chat Rules by the User. In case the COMPANY finds that such a User has multiple

Accounts, the COMPANY reserves the right to apply the foregoing sanctions to all Accounts of such User.

8.4. With regard to a particular Game and/or its Chat, the COMPANY reserves the right to employ available channels of communication with the Users to provide explanations and specify a list of sanctions that the COMPANY may impose on the User, depending on the severity of the violation committed by the User and its adverse impact on the gameplay and other Users.

8.5. The User has a right to appeal to the Company regardless of the sanctions via Service Support at [support@sidusheroes.com](mailto:support@sidusheroes.com). The Company shall have a right to consider this appeal for 14 (fourteen) days. If the Company concludes that a violation was caused not by the User's malice but because of technical issues that the Company is responsible for, then the Company shall recover all the User's assets and shall provide as compensation a Legendary Hero NFT of the User's choice.

## 9. HEALTH OF USERS

The following precautions should be taken by the Users:

- Avoid playing if tired or short on sleep;
- Play at good distance from the screen;
- Play in a well lit room and adjust the brightness of the screen;
- Take breaks of ten (10) to fifteen (15) minutes every hour.

WARNING, SOME INDIVIDUALS ARE LIABLE TO HAVE EPILEPTIC FITS INCLUDING, IN CERTAIN CASES, LOSS OF CONSCIOUSNESS, PARTICULARLY WHEN EXPOSED TO STRONG LUMINOUS STIMULATIONS (RAPID SUCCESSION OF IMAGES OR REPETITION OF SIMPLE GEOMETRICAL FIGURES, FLASHES, OR EXPOSURES). SUCH INDIVIDUALS ARE EXPOSED TO RISKS OF FITS WHEN THEY PLAY CERTAIN VIDEO GAMES CONTAINING SUCH LUMINOUS STIMULATIONS; THE COMPANY HIGHLY RECOMMENDS THE USERS TO CONSULT THEIR DOCTOR BEFORE ANY USE OF THE



GAME. PARENTS MUST ALSO PAY PARTICULARLY CLOSE ATTENTION TO THEIR CHILDREN WHEN THEY PLAY VIDEO GAMES. IF THE USER PRESENTS ONE OF THE FOLLOWING SYMPTOMS: DIZZINESS, VISION PROBLEMS, CONTRACTION OF THE EYES OR MUSCLES, DISORIENTATION, INVOLUNTARY MOVEMENT OR CONVULSIONS OR MOMENTARY LOSS OF CONSCIOUSNESS, THE USER MUST IMMEDIATELY STOP PLAYING AND CONSULT A DOCTOR OR THEIR PARENTS MUST COMPEL THEIR CHILDREN TO DO SO.

## **10. AUTOMATIC UPDATES TO THE GAME**

10.1 In order to improve the Game, the COMPANY reserves the right to introduce automatic updates and changes into the Game so long as the User's device is connected to the Internet, without the User needing to install the said updates and changes manually. User acknowledges and agrees that some updates and changes to the Game may lead to the system requirements increasing. In order to ensure the efficiency of the mentioned updates and changes, and to enable the User to continue using the Game, the User hereby expresses their consent to the introduction of such updates and changes by the COMPANY. The User shall be solely responsible for ensuring that their device has sufficient system requirements and memory in order to use and store the Game.

10.2 This EULA applies to any automatic updates (additions, modifications) to the Game that are introduced by the COMPANY by means of the Internet and which are not accompanied by a separate licence or other agreement.

## **11. WARRANTY DISCLAIMER**

**IF THE USER RESIDES IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA,  
THE FOLLOWING PROVISION APPLIES TO SUCH USER:**

THE GAME IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. THEREFORE, USERS ACKNOWLEDGE THAT THE GAME MAY NOT MEET THEIR INDIVIDUAL PREFERENCES AND EXPECTATIONS. THE COMPANY WILL MAKE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE CONTINUOUS OPERATION OF THE GAME, ACCORDINGLY USERS ACKNOWLEDGE THAT THE GAME ISN'T ERROR-FREE AND MAY BE INTERRUPTED.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE MATERIALS, THE GAME CONTENT, OR THE CONTENT OF ANY WEBSITES LINKED TO THE GAME.

THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF SAFETY, FREEDOM FROM VIRUSES, FREEDOM FROM BUGS, LEGALITY AND/OR RELIABILITY OF INFORMATION, DATA OR MATERIALS. THE COMPANY DOES NOT WARRANT THAT THE PERFORMANCE OF USERS' PERSONAL COMPUTERS OR OTHER DEVICES IS ADEQUATE TO USE THE GAME. USERS ARE ADVISED TO DETERMINE IN ADVANCE THE COMPUTER SYSTEM'S REQUIREMENTS FOR A PARTICULAR GAME AND WHETHER THEIR COMPUTER SYSTEM MEETS THOSE REQUIREMENTS. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GAME, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APP FEATURED IN ANY BANNER OR OTHER ADVERTISING. THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE USER AND ANY THIRD-PARTY PROVIDERS OF GOODS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, THE USER SHALL USE THEIR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**IF THE USER RESIDES OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:**

THE GAME IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE GAME AND USE THEREOF BY THE USER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE MATERIALS, THE GAME CONTENT, OR THE CONTENT OF ANY WEBSITES LINKED TO THE GAME. THE COMPANY WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USER'S ACCESS TO AND USE OF THE GAME, (C) ANY UNAUTHORISED ACCESS TO OR USE OF THE COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GAME, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE GAME BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE GAME. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GAME, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APP FEATURED IN ANY BANNER OR OTHER ADVERTISING. THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE

USER AND ANY THIRD-PARTY PROVIDERS OF GOODS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, THE USER SHALL USE THEIR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **12. LIABILITY**

**IF THE USER RESIDES IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:**

THE COMPANY COMMITS ITSELF TO ACT WITH THE CARE AND DILIGENCE CUSTOMARILY USED IN THE PROFESSION IN ORDER TO PROVIDE FOR THE IMPLEMENTATION OF SERVICES DELIVERED TO THE USERS.

NEVERTHELESS, THE COMPANY LIABILITY MAY NOT BE ENGAGED IN THE EVENT OF DELAY OR BREACH OF ITS CONTRACTUAL OBLIGATIONS IF THE DELAY OR BREACH IS DUE TO A CAUSE BEYOND ITS CONTROL: FORTUITOUS EVENT OR CASE OF FORCE MAJEURE.

**IF THE USER RESIDES OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, OR PARTNERS SHALL BEAR ANY LIABILITY TO THE USER FOR ANY DAMAGE (INCLUDING, BUT NOT LIMITED TO, ACTUAL LOSSES, INCIDENTAL LOSSES, INDIRECT LOSSES, LOST PROFIT, OR LOST DATA, REGARDLESS OF WHETHER SUCH DAMAGE WAS PREDICTABLE OR NOT) ARISING IN CONNECTION WITH THIS EULA AND WITH THE USE OF THE GAME BY THE USER.

THE COMPANY SHALL NOT BEAR LIABILITY FOR THE IMPOSSIBILITY OF INSTALLING OR LAUNCHING THE GAME ON THE USER'S DEVICE, AS WELL AS FOR ANY POSSIBLE ERRORS AND FAILURES IN GAME OPERATION. THE USER MUST CONNECT TO THE INTERNET IN ORDER TO USE THE GAME. ALL COSTS OF THE INTERNET CONNECTION SHALL BE INCURRED BY THE USER. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO THE USER AS A RESULT OF CONNECTION TO THE INTERNET OR INSTALLATION OF MALICIOUS SOFTWARE ON THE USER'S DEVICE.

IF THE LIMITATION OR EXCLUSION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, THE COMPANY'S LIABILITY MUST BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

## **13. DATA AND INFORMATION SECURITY**

13.1 The COMPANY's personal data protection rules are available on the website <https://sidusheroes.com>.

The COMPANY is very serious about the protection of personal data. The personal data collected by the COMPANY in the context of the present document will be subject to automated processing in accordance with applicable law and the COMPANY's personal data protection rules. All information collected as part of the provision of the service is recorded by the COMPANY, which is a data controller. It is essential for the operation of the services offered by the COMPANY

In order to exercise one or more of their rights, the User must provide proof of identity and contact the person in charge of data protection at the COMPANY (via Service Support at [support@sidusheroes.com](mailto:support@sidusheroes.com) or writing to Sidus Gates, Building A, the Opus tower by Omnyat, Dubai, The United Arab Emirates).

13.2 The information submitted by the User in any way is to be accurate.

Although the COMPANY makes reasonable efforts to ensure the confidentiality of the data information and has implemented appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with data protection regulation, the User understands that no security measure is perfect and that it can be circumvented.

13.3 The User understands and acknowledges that, even after deletion of data and the User Content provided by the User, such data or User Content may remain accessible in the cache or Web archives, as well as in the search results of search engines, and may also be available to other persons if other Users have copied and stored the User's data or User Content.

13.4 The COMPANY cannot control the actions of other Users with whom the User wants to share their account data (login and password). Therefore, the COMPANY cannot warrant that any User Content that the User posts in the Game will not be available for viewing by unauthorised persons.

13.5 For the purpose of detection system improvement and elimination of malfunctions and errors in the Game, as well as detecting the use of third-party software resources that affect the game process, the User permits and the COMPANY has the right to automatically collect, store, process, submit to third party for achieving such purpose areas of User Device RAM used by the User simultaneously with the launch and/or operation of the Game as well as the following data: (a) software information installed in the personal computer of the User including operating system, drivers, dxdiag; (b) full-size screenshots showing the Client part of the Game running, (c) the User's device information, its basic characteristics and parameters; and (d) dll list connected to the process of the Game functioning on User's device, its versions, and checksums. The collected information of the User indicated in subclauses (a)-(d) hereof shall be completely anonymized.

13.6 The information provided by the User is used by the COMPANY and/or its partners/affiliates in accordance with the Sidus Privacy Policy available at [SIDUS HEROES](#) .

13.7. The COMPANY may employ User authentication technologies, including using cookies, as well as employ these technologies for marketing purposes to study the Users' preferences. With such authentication being anonymized and generalized, the COMPANY shall neither track the actions of, nor transfer information about individual Users. To the extent required for certain Games to operate properly and pursuant to applicable law, the privacy of correspondence shall be ensured with the User data kept confidential, unless otherwise provided by applicable law.

## **14. APPLICABLE LAW AND JURISDICTION**

Unless otherwise expressly provided by applicable law, this EULA is governed by and construed in accordance with the laws of the United Arab Emirates. All disputes arising out of or in connection with interpretation and/or execution of this EULA shall be resolved by means of correspondence and negotiations without recourse to a court. In the case that the User and the COMPANY fail to come to an agreement without recourse to a court within 60 (sixty) business days from the date of the receipt of the relevant claim, disputes shall be resolved by a state court of the relevant jurisdiction at the COMPANY's location unless otherwise expressly provided by applicable law.

## **15. MISCELLANEOUS**

15.1 This EULA is effective from the moment the User first downloads, installs, or otherwise uses the Game and shall last until terminated in accordance herewith. The User may terminate this EULA at any time by uninstalling the Game. The COMPANY may terminate this EULA by notifying the User of termination by any means available to the COMPANY; in this case, the User shall immediately uninstall the Game.

15.2. The COMPANY may modify the functions and informational content of the Game, as well as any related Materials, at any time, at its own discretion without additional cost to the User. For instance, the COMPANY may add, amend, review effectiveness, delete or remove certain quantitative and qualitative features or attributes of the Game, In-Game Assets, Materials and their elements, in order to improve the user experience, make the gameplay more interesting and enjoyable, fix bugs and errors of the Game, make balance changes, etc. In case that would cause a reduction in the User's rights, the COMPANY will notify the Users about such change in a clear and comprehensible manner in reasonable advance, in which case the notified User shall have the right to terminate the EULA free of charge within 30 (thirty) days of the receipt of the information or of the time when the Game, In-Game Assets, Materials and their elements have been modified by the COMPANY, whichever is later.


15.3 Unless such assignment is likely to result in a reduction in the User's rights, the COMPANY may, at its sole discretion, at any time assign and/or delegate its rights and obligations under this EULA, or any part thereof, to any third party upon a transfer or sale of all or substantially all of its business to which this EULA relates to, whether by merger, sale of stock, sale of assets, or otherwise. In that case the COMPANY shall publish an amended EULA. The User's rights and obligations arising out of this EULA shall be considered transferred to the assignee of the COMPANY at the moment of the aforesaid publication.

The User's rights and responsibilities hereunder are personal and non-transferable.




15.4 In case of termination of this EULA, Sections 11, 12, 13, 14, and 15 remain in force.

15.5 This EULA constitutes full agreement between the User and the COMPANY regarding the use of the Game by the User and substitutes any previous or contemporaneous oral and written agreements regarding the User's use of the Game.

15.6 The terms and conditions of Sidus Terms of Use located at  [SIDUS HEROES](#) shall apply to relations between the COMPANY and the User under this EULA to the extent that such terms and conditions do not conflict with the terms and conditions of this EULA. Capitalised words that are not defined in this EULA shall have the meaning prescribed to them in Sidus Terms of Use.

15.7 If any provision of this EULA is or becomes illegal or unenforceable, that provision shall be enforced to the maximum extent permissible and/or amended to achieve as closely as possible the effect of the original term, and the remaining provisions of this EULA shall remain in full force and effect.

15.8 The EULA may be modified by the COMPANY at any time. Any amendment to the EULA shall be notified to Users. The User shall undertake independent checks of the EULA with respect to the amendment. If not agreed, the User shall have the right to discontinue the use of their Account.

15.9 The COMPANY reserves the right to revise the terms of this EULA, inter alia, the Game Rules, and/or the Chat Rules, by updating the EULA at  [SIDUS HEROES](#) , or by notifying the User by email. The revised EULA comes into force on the date which it is published. The User is advised to check the above website periodically for notices concerning such revisions. The User's failure to take the actions of familiarising himself/herself may not be the ground for failure to fulfil the User's obligations and

the User's failure to observe the limitations established hereby. The User's continued use of the Game shall be deemed to constitute acceptance of any revised terms.

15.10 For the matters related to performance of this EULA and/or use of the Game, the User may contact the COMPANY through [support@sidusheroes.com](mailto:support@sidusheroes.com).

Only the English version of this document shall have legal effect. Any translations of this document into other languages are provided for Your convenience only.