

## TERMS OF USE

These Terms of Use (the “**Agreement**”) set forth the terms and conditions under which the User is provided access to Services or any part thereof made available by **AM HOLYDAY STUDIOS LIMITED**, a company incorporated in the Republic of Cyprus with registration number HE 347849 and address at Theodosiou 4, 1061, Nicosia, Cyprus (“**Holyday**” or “**Holyday Studios**” or “**we**” or “**us**”), including, but not limited to mobile services and their applications, downloadable and/or installable services for personal computers or gaming consoles including clients and web-based services accessed by means of a browser or other online communication method, and also includes all updates, upgrades, patches or other improvements as well as any and all accompanying manuals, packaging and other written documents, files, digital or other online materials or documentation and any and all copies of all such software and materials, and any part thereof (the “**Services**”).

## SCOPE

Holyday hereby grants the User a revocable, non-transferable, non-exclusive license to use the Services or any part thereof, solely for the User's own non-commercial entertainment under the terms of this Agreement.

The license granted to the User is subject to the following limitations (collectively, the “**Limitations**”) and any use of the Services or any part thereof in violation of the License will be regarded as an infringement of Holyday’s rights in and to the Services. As such, the User agrees that the User will not, under any circumstances without explicit prior consent of Holyday:

1. create or use cheats, automation software (“**bots**”), hacks, mods or any other unauthorized third-party software designed to modify the Services or any part thereof;
2. exploit the Services or any part thereof for any commercial purpose, including without limitation (i) use at any commercial establishment; (ii) communication or facilitation of any commercial advertisement and/or solicitation; (iii) for the gathering of virtual currency, items or resources for sale outside the Services or any part thereof; (iv) selling or trading Services or any part thereof; or (v) performing services relating to use or exploitation of the Services or any part thereof in exchange for payment outside the Services.
3. use the Services or any part thereof for any competition sponsored, promoted or facilitated by any commercial or non-profit entity without Holyday’s prior written consent;
4. buy or sell for real money or in exchange for the Services or any part thereof currency, items or resources that may be used in and/or during the Services or any part thereof outside the Services without Holyday’s authorization;
5. let any third party (except for children under 13 years of age) use the User's account on the Services or any part thereof;
6. use any unauthorized third-party software that intercepts or otherwise collects information from or through the Services or any part thereof to store information about a character or environment; provided, however, that Holyday may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

7. modify or cause to be modified any files that are a part of any Services or any part thereof in any way not expressly authorized by Holyday;
8. host, provide or develop any matchmaking services or intercept, emulate or redirect the communication protocols used by Holyday in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;
9. facilitate, create or maintain any unauthorized connection to any Services or any part thereof, including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Services or any part thereof; and (ii) any connection using programs or tools not expressly approved by Holyday; or
10. disrupt or assist in the disruption of (i) any computer used to support the Services or any part thereof or their environment (each a "**Server**"); or (ii) any other user's use of Services or any part thereof.

Note that an attempt by the User to disrupt or undermine the legitimate operation of the Services or any part thereof may be a violation of criminal and civil laws.

## **REQUIREMENTS**

Before the User can use the Service, the User must read, understand and agree to this Agreement and the Privacy Policy located at <http://holydaygames.com/> ;

If the User wishes to use the Services or any part thereof the User must additionally read, understand and agree to the applicable and/or specific terms of use (if any) and EULA for each of the Services or any part thereto that the User will use with the Services or any part thereof.

The User is responsible for any internet connection fees that the User incur when accessing the Services or any part thereof and any additional fees that might incur when using a Services or any part thereof.

## **USE OF THE SERVICES OR ANY PART THEREOF BY MINORS**

The Services and all parts thereof are not intended for children under the age of 13 ("**Minors**"). Subject to the laws of the User's country of residence, Minors may utilize the Services or any part thereof with the approval of their parent or legal guardian. In the User's capacity as a parent or legal guardian, in the event that the User provides the User's approval to allow a Minor to use the Services or any part thereof, the User hereby agrees to this Agreement on behalf of the User and the Minor, and the User represents and warrants that the User will be responsible for all uses of the Services or any part thereof by the Minor whether or not such uses were authorized by the User, including, but not limited to, the Minor's acceptance of any specific EULA or terms of use that may apply.

## **TERMINATION OF SERVICES OR ANY PARTS THEREOF**

If the User fails to comply with any terms contained in this Agreement, the Services or any part thereof, Holyday will provide the User with a warning of the User's non-compliance. In case of a

serious violation of this Agreement, the Services or any part thereof, Holyday will be entitled to immediately terminate the Services or any part thereof without any prior warning.

Serious violations are violations and/or repeated violations of provisions of this Agreement, including further non-compliance where the User already has received a prior warning.

The User is entitled to terminate their use of the Service or any part thereof at any time by ceasing all use of the Service.

## **UPDATES**

Holyday may, from time to time, change or modify this Agreement. In this case Holyday will notify users of any such changes or modifications via our games.

If the User does not object to the amended Agreement within one (1) month following the special notice, the User's continued use of the Services or any part thereof will mean that the User accepts the amended Agreement.

In an effort to improve its products and the Services or any part thereof, Holyday may require that the User download and install updates to the Services or any part thereof that the User may have installed on the User's computer. The User acknowledges and agrees that Holyday may update the Services or any part thereof, including any client(s) on the User's computer, with or without notifying the User.

## **OWNERSHIP AND VIRTUAL ITEMS**

The Services and all parts thereof (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, chat transcripts, character profile information, recordings or replays of the Services or any part thereof, and client and server software) unless explicitly stated otherwise are works of copyright and/or trademarked as the case may be, and ownership of, Holyday. Holyday reserves all rights in connection with the Services or any part thereof including without limitation the exclusive right to create derivative works.

Holyday owns, has licensed, or otherwise has rights to all of the content that appears in the Services or any part thereof. The User agrees that the User has no right or title in or to any such content, including without limitation the virtual goods or currency appearing or originating in any Services or any part thereof, or any other attributes associated with the use of the Services or any part thereof or otherwise stored on the Services.

Holyday does not recognize any purported transfers of virtual property executed outside of a Services or any part thereof, or the purported sale, gift or trade of anything that appears or originates in a Services or any part thereof, unless otherwise expressly authorized by Holyday in writing.

## **RESTRICTIONS AND CONDITIONS OF USE**

The User agrees that the User will not, in connection with the User's use of a Services or any part thereof, violate any applicable law or regulation.

The User may not connect to or use the Services or any part thereof in any way not expressly permitted by this Agreement. Without limiting the foregoing, the User agrees that the User will not (i) institute, assist, or become involved in any type of attack, including without limitation denial of Services or any part thereof attacks, upon the Services or any part thereof or otherwise attempt to disrupt the Services or any part thereof or any other person's use of the Service; or (ii) attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services.

The User agrees that the User will not (i) obtain or attempt to obtain any information from the Services or any part thereof using any method not expressly permitted by Holyday; (ii) intercept, examine or otherwise observe any proprietary communications protocol used by a client or the Services, whether through the use of a network analyzer, packet sniffer or other device; (iii) use any third-party software to collect information from or through a Services or any part thereof client or the Service, including without limitation information about the User's character, virtual items, other players, or other data.

The User hereby grants Holyday 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 any communications, images, sounds, and all the material and information that the User uploads or transmits through the Services or any part thereof, or that other users upload or transmit, including without limitation any chat text ("**User Content**") as well as all modified and derivative works thereof. To the extent permitted by applicable laws, the User hereby waives any moral rights the User may have in any User Content.

Holyday does not, and cannot, pre-screen or monitor all User Content. However, if Holyday becomes aware of unlawful or illegal User Content, this content will be deleted or access to such content will be blocked.

As per the Privacy Policy, Holyday shall have the right to obtain "non-personal" data from the User's connection to the Services.

## **WARRANTIES**

For residents of the European Union the warranties apply as per applicable statutory law. For any residents outside the European Union the following applies: the Services and/or any part thereof are provided on an "as available" basis for the user's 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.

Holyday does not warrant that the user will be able to access or use the services or any part thereof at the times or locations of the user's choosing; that the services or any part thereof will be

uninterrupted or error-free; that defects will be corrected; or that the services or any part thereof are free of viruses or other harmful components.

## **LIMITATION OF LIABILITY, SOLE AND EXCLUSIVE REMEDY AND INDEMNIFICATION**

Holyday is liable in accordance with statutory law (i) in case of intentional breach, (ii) in case of gross negligence, (iii) for damages arising as result of any injury to life, limb or health or (iv) under any applicable product liability act. Gross negligence refers to an action or omission of significant carelessness, demonstrating a clear disregard of one's basic duties.

Without limiting the liability as outlined above, Holyday is only liable for slight negligence in case of a breach of a material contractual obligation. Material contractual obligation means any obligation (i) which is necessary for the fulfilment of the Agreement, (ii) the breach of which would jeopardize the purpose of the Agreement and (iii) the compliance with which one may generally trust in. In such cases, the liability will be limited to the typical and foreseeable damages. Slight negligence means any negligence which is not gross negligence.

The User agrees to indemnify, defend and hold Holyday harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of the User's use of the Services or any part thereof, or any breach by the User of this Agreement and/or any specific terms of use. The foregoing does not apply if the infringement of rights is not attributable to the User's intentional or negligent behaviour.

## **DISCLOSURES; THIRD PARTY FEATURES.**

Holyday may assign this Agreement, in whole or in part, to any person or entity at any time with or without the User's consent, as long as the assignment does not reduce the User's rights. The User may not assign this Agreement without Holyday's prior written consent, and any unauthorized assignment by the User shall be null and void.

If any part of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall be given full force and effect.

In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

This Agreement, including the documents or agreements expressly incorporated by reference herein, constitutes the entire agreement between the User and us with respect to the Services or any part thereof and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between the User and us with respect to the Services; provided, however, that this Agreement shall coexist with, and shall not supersede, any specific terms of use.

Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

All notices given by the User or required under this Agreement shall be in writing and addressed to: [accounts@holydaystudios.com](mailto:accounts@holydaystudios.com)

The User hereby agrees that Holyday would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore the User agrees that Holyday shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Holyday shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Holyday, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Holyday's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or accidents.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.