

TERMS OF SERVICE

Please read these Terms of Service and our Privacy Policy carefully before using BLUEDRAKE42 Services.

By using our Services, whether as a guest, as a registered user, or otherwise, you agree that these Terms of Service will govern your relationship with BLUEDRAKE42. If you do not completely agree to these Terms of Service then you must not use any of our Services.

In addition to these Terms of Service, BLUEDRAKE42 software source code made available to you through our Services will be subject to a separate End User License Agreement, which is Appendix 1 to these Terms. If these Terms are inconsistent that agreement, that agreement will control.

1. Definitions

“Account” means, any account provided by BLUEDRAKE42 that you create to access certain Services.

“BLUEDRAKE42” means, Bluedrake42 Limited Company, located at 974 Breckendridge Lane, #276, Louisville, Kentucky 40207. References to “Us,” “We,” or “Our” means BLUEDRAKE42, including any and all subsidiaries parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. BLUEDRAKE42 does not include BLUEDRAKE42 Affiliates or third parties (analytics or ad tech companies, or similar organizations).

“BLUEDRAKE42 Affiliate” (or “BLUEDRAKE42 Affiliates”) means BLUEDRAKE42’s third-party content providers, distributors, licensees, or licensors.

“Dispute” means, any controversy related to this agreement, including without limitation claims arising out of or relating to any aspect of the relationship between you and BLUEDRAKE42, claims that arose before this agreement, and claims that may arise after the termination of this agreement; however, this does not include claims related to or arising from the enforcement or protection of Intellectual Property Rights, and is subject to any applicable statutory consumer rights laws in your local jurisdiction.

“End User License Agreement” (or “EULA”) means, BLUEDRAKE42 license agreement governing the rights and obligations of end users who have acquired software source code through the Services, which is incorporated herein below as Appendix 1.

“In-App Purchases” means, non-Virtual Goods available for purchase through the Services, including without limitation remove ads, infinite lives, or full upgrade.

“Intellectual Property Rights” means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

“Notice” means, a delivered writing by e-mail, courier, or by Federal Express delivery to the other party at their respective address, and will be effective upon receipt.

“Privacy Policy” means, BLUEDRAKE42 policy regarding privacy, which also governs your use of the Services and is incorporated herein by reference. The current version is available on our website.

“Service” (or “Services”) means, any website, game, device, platform, content, and other related products and services provided by BLUEDRAKE42 and BLUEDRAKE42 Affiliates, 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 BLUEDRAKE42 game client, and BLUEDRAKE42 game clients and server software.

“Terms of Service” (or “Terms”) means, the terms and conditions in this agreement.

“User Content” means, any and all data that you upload, transmit, or create through the Services, including without limitation character skins, buildings, forum posts, Account personas, profile information, software, sound, images, videos, precise and imprecise location data, EXIF data, timestamps, metadata, and any other content contributed by users to the Services.

“Virtual Goods” means, digital material BLUEDRAKE42 may make available under certain restrictions, including without limitation (a) virtual currency, such as virtual cash, tokens, points, gold, and coins for use in the Service; and (b) virtual items.

2. **Ownership and Limited License**

- a) **Ownership.** The Services are owned or licensed by BLUEDRAKE42, and are protected by Intellectual Property Rights and other proprietary rights laws. BLUEDRAKE42 reserves all right, title, and interest in and to the Services, including without limitation all Intellectual Property Rights and other proprietary rights, that are not explicitly granted to you in these Terms. Your permitted use of the Services is limited by the Intellectual Property Rights of BLUEDRAKE42.
- b) **License.** Subject to your agreement and continuing compliance with these Terms of Service and any other relevant BLUEDRAKE42 policies, BLUEDRAKE42 grants you a non-commercial, non-exclusive, non-transferable, revocable, limited license, subject to the limitations in these Terms, to access and use the Services for your own entertainment purposes. You agree that you will not use the Services for any other purpose.
- c) **License Limitations.** Any use of the Services in violation of the law, these Terms of Service, or these License Limitations is strictly prohibited, and may result in the immediate revocation of your limited license at BLUEDRAKE42’s sole judgment, or may subject you to liability for violations of law.

You acknowledge you will not directly or indirectly:

- i) Partake in any activity or action that BLUEDRAKE42 deems to be against the spirit or intent of the Services;
- ii) Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, or distribute any material obtained through the Services;

- iii) Lease, sell, rent, or otherwise exploit for commercial purposes any part of the Services, including without limitation access to or use of the Services;
- iv) Delete, alter, or obscure any Intellectual Property Rights or other proprietary rights notices from copies of materials from the Services;
- v) Attempt to harass, threaten, bully, embarrass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, BLUEDRAKE42 itself or BLUEDRAKE42 Affiliates;
- vi) Organize or participate in any activity or group that is hateful, harmful, or offensive towards a race, sexual orientation or preferences, religion, heritage or nationality, disability or other health class, gender, age, or similar classes determined by BLUEDRAKE42;
- vii) Initiate, assist, or become involved in any form of attack or disruption to the Services, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon the Services, or other attempts to disrupt the Services or other person's use or enjoyment of the Services;
- viii) Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate the Services, Accounts, In-App Purchases, Virtual Goods, or BLUEDRAKE42;
- ix) Use of access services to obtain, generate, or infer any business information about BLUEDRAKE42 or BLUEDRAKE42 Affiliates, including without limitation information about sales or revenue, staff, technical stack, or statistics about users;
- x) Promote, encourage, or participate in any activity involving hacking, phishing, distribution of counterfeit Services, or taking advantage of or creating exploits, cheats, bugs, errors, or undocumented features, except for the sole purpose of privately and directly notifying BLUEDRAKE42;
- xi) Make available through the Services any material or information that infringes any Intellectual Property Right, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation celebrities and BLUEDRAKE42 employees;
- xii) Attempt to gain unauthorized access to Services or Accounts not belonging to you;
- xiii) Use the Services where it is prohibited by law.

d) **Accounts**

- i) Each Account may only be used by one person. You must take all necessary steps to protect the secrecy of your log in information. Your Account may be terminated if someone else uses it. You must immediately notify BLUEDRAKE42 of any unauthorized use of your Account or any other such breach of security. BLUEDRAKE42 shall not be responsible to you for any loss or harm that results from an unauthorized person accessing your Account.

- ii) BLUEDRAKE42 may permanently delete Accounts that are deemed inactive. Accounts shall be deemed inactive when they have not been used for One Hundred and Eighty (180) days.
- iii) You acknowledge that if your Account is deleted then you may lose access to any information associated with that Account. If you wish to delete your Account, please alert BLUEDRAKE42 by sending Notice to the following contact: business@bluedrake42.com.
- iv) No matter what else is said in these Terms or anywhere else within the Services, you expressly acknowledge that you have no right, title, or interest to or in any Account you create through our Services, and your Account is not your property. Your Account is owned by BLUEDRAKE42 and is licensed to you on a limited basis under the same rules as 2(a) and 2(c).

3. Payment and Virtual Goods and/or In-App Purchases

- a) Within the Services, you may purchase, with "real world" money, a limited, revocable license to use Virtual Goods and/or In-App Purchases. Virtual Goods and/or In-App Purchases are licensed to you on a limited basis under the same rules as Section 2. In-App Purchases and Virtual Goods, regardless of whether they were "earned" or purchased within the Services, are owned by BLUEDRAKE42 and are not your property. BLUEDRAKE42 may manage, regulate, control, modify or eliminate all Virtual Goods and/or In-App Purchases at any time, without Notice or announcement and without payment to you. BLUEDRAKE42 shall have no liability to you or any third party if BLUEDRAKE42 exercises any such rights.
- b) You agree that once purchased, Virtual Goods have no monetary value. You are not permitted to transfer Virtual Goods outside the Services, including without limitation by selling, gifting, or trading them. You are further forbidden from sublicensing, trading, selling, or attempting to sell Virtual Goods for real world currency or any other kind of value outside of the Services. You also agree that you will only obtain Virtual Goods from BLUEDRAKE42, and not from any other party. Any such transfers or attempted transfers are prohibited, and thus shall be considered null and void.
- c) Virtual Goods or In-App Purchases purchased within the Services on other platforms such as Steam, PayPal, Stripe, Facebook, Apple iOS, or Android will be subject to those platforms' payment terms and conditions. BLUEDRAKE42 does not control how you can pay on those platforms. Please review those platforms' terms of service for additional information.
- d) ALL CHARGES INCURRED IN CONNECTION WITH THE SERVICES ARE PAYABLE IN ADVANCE, FINAL, AND ARE NOT REFUNDABLE IN WHOLE OR IN PART, FOR ANY REASON, EXCEPT AS REQUIRED BY APPLICABLE CONSUMER RIGHTS LAW IN YOUR LOCAL JURISDICTION. YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

4. User Content

- a) To the maximum extent permissible by law, BLUEDRAKE42 assumes no responsibility or liability for the conduct of any user submitting any User Content, and assumes no responsibility or liability for pre-screening or monitoring the Services for inappropriate or illegal content or

conduct. We are unable to pre-screen or monitor all User Content and we will not do so. Your use of the Services is at your own risk, and you are solely responsible for any User Content that you post.

- b) When you transmit or upload User Content, you agree to abide by the following rules:
 - i) All content will be accurate, complete, and free from fraud and deception;
 - ii) All content will be free of any Intellectual Property Rights infringement;
 - iii) All content will be free from obscenity, threats, defamation, invasion of privacy, and other injuries to third parties;
 - iv) All content will be in compliance with these Terms of Service;
 - v) All content will not be in violation of any law, contractual restrictions, or other parties' rights;
 - vi) All content will be free of viruses, adware, spyware, worms, or other malicious code;
 - vii) All content will be free of spam, commercial solicitation, chain letters, and mass mailings.
- c) All User Content that you post will be considered non-confidential. BLUEDRAKE42 will only share personal information that you provide in accordance with the Privacy Policy. BLUEDRAKE42 is not responsible for any other user or third party's use or appropriation of any User Content that you have submitted through the Services.
- d) You hereby grant BLUEDRAKE42 a non-exclusive, revocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to use, copy, reproduce, quote, re-post, fix, print, archive, store, modify, adapt, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, syndicate, transfer, translate, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, perform, enter into computer memory, and practice, in any way, your User Content, or any portion thereof, in any manner or form in any medium or format, whether now known or hereafter devised, as well as all modified and derivative works thereof in connection with our provision of the Services, including marketing and promotions of the Services, and without Notice, payment, or attribution of any kind to you or any third party. Accordingly, you grant to BLUEDRAKE42 and BLUEDRAKE42 Affiliates all licenses, consents, and clearances necessary to enable BLUEDRAKE42 to use User Content for such purposes. You also hereby grant to BLUEDRAKE42 the right to authorize others to exercise any of the rights granted to BLUEDRAKE42 under this Section. You further hereby grant to BLUEDRAKE42 the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. BLUEDRAKE42 does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content. You agree that you can only revoke this license by sending Notice to the contact listed in Section 10(b) below.

- e) In compliance with the Digital Millennium Copyright Act, and other similar or equivalent applicable laws, if BLUEDRAKE42 is notified that you have infringed the copyrights or other Intellectual Property Rights of others then your access to the Services may be terminated without prior Notice to you. If you believe that your content has been infringed in the Services, please notify us by emailing the following address: business@bluedrake42.com. Note that if you knowingly misrepresent copyright infringement, you may be liable for damages, including costs and attorneys' fees. Notices submitted to BLUEDRAKE42 under this provision should include:
- i) A description of the Intellectual Property Rights claimed to have been infringed;
 - ii) A description of the material claimed to be infringing;
 - iii) Your name, mailing address, phone number, and email address;
 - iv) A statement by you that: (1) you have a good faith belief that Intellectual Property Rights infringement has occurred here; and (2) the information in this notification is accurate, and, under penalty of perjury, you are authorized to act on behalf of the owner of the Intellectual Property Rights that are allegedly infringed; and
 - v) A physical or electronic signature of a person authorized to act on behalf of the owner of the Intellectual Property Rights that are allegedly infringed.

5. Term

- a) Unless modified or amended by BLUEDRAKE42, this agreement and its provisions shall remain in effect. Termination of any license granted by BLUEDRAKE42 under this agreement does not affect any other provisions of this agreement.

6. Account Access and Permissible Assignment

- a) By using the Services, you warrant and represent that you: 1) are at least 18 years of age and otherwise legally competent to read, understand and accept the provisions of this agreement; or 2) are a minor age 13-17 who has been authorized under the provisions of Section 6(b) below. If you are under 13 years of age, you must not use any part of the Services, create an Account, or submit any personal information to BLUEDRAKE42 through the Services. If a minor has been allowed access to an Account under Section 6(b) below, only that minor may use the Account thereafter.
- b) If you are the legal guardian of a minor age 13-17, you can choose to allow use of your Account by that minor instead of yourself subject to the following provisions:
 - i) You acknowledge, and further agree that the aforementioned minor is entering into an agreement with your consent;
 - ii) You acknowledge, and further agree you are entirely responsible for all the provisions in these Terms of Service;
 - iii) You acknowledge, and further agree, you are legally responsible for all actions of that minor, including but not limited to any payments, damages and/or liabilities related to the actions of that minor;

- iv) In consideration of BLUEDRAKE42 allowing access to the Service by a minor, and in addition to the provisions of Section 9 below, the foregoing adult hereby guarantees and agrees to pay for any and all liabilities of any nature whatsoever incurred under this agreement and to defend, indemnify and hold harmless BLUEDRAKE42 with respect thereto.
- c) If you have been previously banned from using any BLUEDRAKE42 Services then you may not use our Services.
- d) Notwithstanding the above provisions of Section 6, if you are located in a country that requires parental consent for Services to collect or use your data at a higher age than 13 (e.g., certain countries following the General Data Protection Regulation) AND you are under that country's specified age, you must not use any part of the Services, create an Account, or submit any personal information to BLUEDRAKE42 through the Services or otherwise unless a) consent was given or authorized by the holder of parental responsibility of that child and b) you receive a Notice that consent was confirmed from BLUEDRAKE42.

7. Service Availability and Termination

- a) You acknowledge that:
 - i) BLUEDRAKE42 may in its sole and absolute discretion provide subsequent amendments, versions, enhancements, modifications, upgrades or patches related to any part of the Services;
 - ii) BLUEDRAKE42 has absolute and sole discretion to immediately terminate or restrict access to the Services, or any portion of the Services, including any and all Accounts, at any time, for any reason, without Notice and without liability to you;
 - iii) Access to the Services may be interrupted for reasons within or beyond the control of BLUEDRAKE42, and that BLUEDRAKE42 cannot and does not guarantee you will be able to use the Services whenever you wish to do so;
 - iv) BLUEDRAKE42 may not offer the Services in all countries or geographic locations;
 - v) You are solely responsible for any internet connection and mobile fees that you may incur as a result of using our Services.

8. Warranty and Liability

YOU ACKNOWLEDGE THAT BLUEDRAKE42 AND BLUEDRAKE42 AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE SERVICES ARE PROVIDED BY BLUEDRAKE42 TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. BLUEDRAKE42 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION IN YOUR LOCAL JURISDICTION. THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BLUEDRAKE42 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLUEDRAKE42 DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF BLUEDRAKE42 AND/OR BLUEDRAKE42 AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) TO BLUEDRAKE42 AND/OR BLUEDRAKE42 AFFILIATES IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID BLUEDRAKE42 OR ANY BLUEDRAKE42 AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH BLUEDRAKE42 AND/OR ANY BLUEDRAKE42 AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A UNITED STATES GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE UNITED STATES GOVERNMENT AS A “TERRORIST SUPPORTING” COUNTRY, AND YOU ARE NOT LISTED ON ANY UNITED STATES GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

SOME STATES, COUNTRIES, OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES, COUNTRIES, OR JURISDICTIONS, BLUEDRAKE42 AND BLUEDRAKE42 AFFILIATES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, SUBJECT TO ANY APPLICABLE STATUTORY CONSUMER RIGHTS LAWS IN YOUR LOCAL JURISDICTION.

9. Indemnity

- a) You agree to defend, indemnify and hold harmless BLUEDRAKE42, BLUEDRAKE42 Affiliates, and any third-parties under agreement with BLUEDRAKE42, and any employee, contractor, vendor, agent, supplier, licensee, customer, distributor, shareholder, director or officer of any of the foregoing, as well as any person using the Services and any person or entity that becomes aware of your use of the Services at any time, with respect to any and all claims, liabilities, judgments, awards, injuries, damages, losses, costs, fees, or expenses (including but not limited to attorney's fees and costs) that arise under, from or in any way, directly or indirectly, relate to:
 - i) Your failure to comply with any provision of these Terms of Service;
 - ii) Your use of the Services, including but not limited to economic, physical, emotional, psychological or privacy related considerations; and
 - iii) Your actions to knowingly affect the Services via any bloatware, malware, computer virus, worm, Trojan horse, spyware, adware, crimeware, scareware, rootkit or any other program installed in a way that executable code of any program is scheduled to utilize or utilizes processor cycles during periods of time when such program is not directly or indirectly being used.
- b) BLUEDRAKE42 and BLUEDRAKE42 Affiliates reserve the right, but not the obligation, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
- c) You acknowledge, and further agree that BLUEDRAKE42 has no obligation to defend, indemnify or hold harmless you in any way related to this agreement, including but not limited to your use of the Services, use of the Services by any person, or any connection between the foregoing and any other person or entity that becomes aware of your use of the Services at any time.
- d) This Section shall survive the termination of this agreement.

10. **Dispute Resolution**

- a) **Informal Resolution.** With respect to any Dispute, you agree to attempt to negotiate the resolution of any Dispute informally for at least thirty (30) days before initiating any arbitration or other proceeding, including any legal proceeding in court or before an administrative agency. Such informal negotiations commence upon BLUEDRAKE42's receipt of Notice from you.
- b) **Contact Information.** BLUEDRAKE42 can be reached at the following address:

Bluedrake42 Limited Company
974 Breckendridge Lane #276
Louisville, Kentucky 4020
- c) **Mandatory Binding Arbitration.** If you are not able to satisfactorily resolve a Dispute informally within a total of thirty (30) days, or if BLUEDRAKE42, in its sole and absolute discretion, determines that it will not be possible to satisfactorily resolve that Dispute informally within a total of thirty (30) days, you agree that either you or BLUEDRAKE42 may request resolution by final and fully binding arbitration conducted under the Commercial Arbitration

Rules of the American Arbitration Association. The party requesting that a Dispute be resolved by arbitration under this Section shall be responsible for initiating such a proceeding.

- i) The American Arbitration Association (“AAA”) will run the arbitration between you and BLUEDRAKE42, and AAA’s rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes, if applicable) will be used. If something in these Terms is different than AAA’s rules and procedures, then we will follow these Terms instead. You can look at AAA’s rules and procedures on their website www.adr.org or you can call them at 1-800-778-7879.
- ii) YOU UNDERSTAND, AND FURTHER AGREE, THAT YOU HAVE THE RIGHT TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF YOUR OWN CHOOSING REGARDING THIS AND ANY OTHER PROVISION IN THIS AGREEMENT AND THAT THIS BINDING ARBITRATION PROVISION WILL ELIMINATE YOUR LEGAL RIGHT TO SUE IN COURT, TO HAVE A JURY TRIAL, AND/OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ANY SUCH DISPUTE. You and BLUEDRAKE42 both agree that neither shall attempt to have any other arbitration or class action related to any other party joined to any arbitration in which you are involved with BLUEDRAKE42. To the fullest extent permitted by law, no arbitration proceeding shall be decided on a class-action basis or utilizing class action procedures. You and BLUEDRAKE42 further agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or a class member in any purported class or representative proceeding.

11. Miscellaneous

- a) **Changes.** It is your responsibility to read, understand, and accept this agreement in connection with your use of the Services. You acknowledge that BLUEDRAKE42 may make changes to these Terms of Service at any time, and that Section headings in this agreement are for purposes of convenience only. Unless BLUEDRAKE42 states otherwise, any changes to these Terms are effective when posted. If you continue to use the Services after any changes are posted then you agree that those changes will apply to your continued use of the Services. You should check this page regularly to stay informed about any changes.
- b) **Complete agreement.** This agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified by you except as authorized in a writing signed by both parties’ authorized agents; (3) is not assignable, except to a successor in interest to substantially all of a party’s business or assets and any other attempt to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.
- c) **Force Majeure.** No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.
- d) **Waiver.** No act or failure to act by BLUEDRAKE42 will be deemed a waiver of any right contained in this agreement, and any waiver by BLUEDRAKE42 must be in writing and signed

by an officer of BLUEDRAKE42. If BLUEDRAKE42 does expressly waive any provision of this agreement, such waiver shall not be a waiver of any other provisions of this agreement, and the waived provision shall not be waived for all time in the future.

- e) **Severability.** If any provision or sub-provision of this agreement is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- f) **Remedies.** You acknowledge and agree that any violation or threatened violation of this agreement will cause irreparable injury to BLUEDRAKE42, entitling BLUEDRAKE42 to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by BLUEDRAKE42 as a result of a breach of any of the provisions of this agreement.
- g) **Governing Law and Venue.** Any dispute or claim arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the State of Kentucky without reference to any choice or conflict of laws principles. Unless subject to arbitration under Section 10, the Courts in the State of Kentucky shall have exclusive jurisdiction over any legal suit, action, or proceeding arising out of, or relating to, disputes or claims that might arise under this agreement. Accordingly, the parties consent to the personal jurisdiction of the Courts in the State of Kentucky, and hereby waive any and all jurisdictional or venue defenses otherwise available to them.
- h) **Language.** To the fullest extent permitted by law, the controlling language for these Terms of Service is English.

APPENDIX 1

END USER LICENSE AGREEMENT

1. This BLUEDRAKE42 End User License Agreement is a legally binding end user license agreement. This EULA is a legal document that governs your rights and obligations concerning your use of BLUEDRAKE42 software source code and related content, including without limitation any art assets, data, and documents acquired by you in connection with such source code (collectively, the “Software”).
2. By installing, copying, accessing, downloading, or otherwise using the Software, you are agreeing to be bound by the terms of this EULA. If you do not completely agree to the terms of this EULA, do not download or use the Software. All definitions of the Terms of Service shall also apply in this EULA, unless otherwise specified herein.
3. Subject to your continuing compliance with this EULA, the BLUEDRAKE42 Terms of Service, and any other applicable BLUEDRAKE42 policies and agreements, the Software shall be licensed to you under the terms stated herein. You may use the Software only for the purposes detailed in this EULA. You acknowledge that full and unrestricted ownership, including all Intellectual Property Rights, of all Software, and any Software modified by you, shall be the exclusive property of BLUEDRAKE42. BLUEDRAKE42 reserves all right, title, and interest in and to the Software, including without limitation all Intellectual Property Rights and other proprietary rights, that are not explicitly granted to you under this EULA. You acknowledge and understand that the Software is licensed, not sold, to you under the terms of this EULA, and that your permitted use of the Software is limited by the Intellectual Property Rights of BLUEDRAKE42.
4. BLUEDRAKE42 grants to you a revocable, non-exclusive, non-transferable, limited license for you to use the Software for your own personal, non-commercial, entertainment purposes under the following terms:
 - a. You may download, install, and use the Software, and updates thereto provided by BLUEDRAKE42 from time to time at BLUEDRAKE42’s sole discretion, only in order to operate the game Iron Armada (the “Game”);
 - b. You may use the Software to create, edit, and modify content within the Game;
 - c. You may use, reproduce, and display the aforementioned modified content on a non-commercial basis and solely in connection with the Game, subject to Section 4(d) and 4(e), and subject to Section 5 below;
 - d. You must not misrepresent modified Software as the original Software, and you agree to use all reasonable efforts to credit BLUEDRAKE42 as the owners of the Software and any modified Software. Accordingly, and without limiting the foregoing, you must ensure that all modified Software carries a prominent notice indicating that BLUEDRAKE42 is the owner of the Software, and that you have modified the Software. Further, you must include the BLUEDRAKE42 copyright notice on all entire and partial copies and modifications you create of the Software;
 - e. You expressly agree not to sell, loan, rent, lease, or sublicense the Software or any modified Software to any third party, and you further agree not to transfer, share or

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6. BLUEDRAKE42 may terminate the license granted to you under this EULA immediately, with or without notice to you, and for any reason. Upon termination for any reason: (i) all rights granted to you under this EULA shall cease; (ii) you must immediately cease all activities authorized by this EULA; (iii) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software contained on any type of media in your possession, custody or control and, in the case of destruction, certify to BLUEDRAKE42 that you have done so.
 7. It is your responsibility to read, understand, and accept this EULA in connection with your use of the Software. You acknowledge that BLUEDRAKE42 may make changes to this EULA at any time. Unless BLUEDRAKE42 states otherwise, any changes to this EULA are effective when posted.
 8. Any dispute or claim arising out of or related to this EULA shall be governed by and construed in accordance with the laws of the State of Kentucky without reference to any choice or conflict of laws principles. The Courts in the State of Kentucky shall have exclusive jurisdiction over any legal suit, action, or proceeding arising out of, or relating to, disputes or claims that might arise under this EULA. Accordingly, the parties consent to the personal jurisdiction of the Courts in the State of Kentucky, and hereby waive any and all jurisdictional or venue defenses otherwise available to them.
 9. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED.
 10. BLUEDRAKE42 WILL NOT BE LIABLE TO YOU: (a) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES; OR (b) UNDER ANY THEORY OF LIABILITY, AN AGGREGATE AMOUNT EXCEEDING FIFTY THOUSAND U.S. DOLLARS (\$50,000).
 11. You hereby indemnify, save and hold harmless BLUEDRAKE42, BLUEDRAKE42 Affiliates, and the officers, directors, consultants, employees, successors and permitted assigns of BLUEDRAKE42 from and against any and all loss, damage, expense, and/or cost (including reasonable attorney's fees) arising out of or in connection with any claim by any third party based on any breach or alleged breach of any of the representations or warranties made by you hereunder, and you agree to reimburse BLUEDRAKE42 on demand for any payment made or loss suffered with respect to any claim or act to which the foregoing indemnity applies. This indemnification shall survive the termination of this Agreement.
 12. This agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and

contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified by you except as authorized in a writing signed by both parties' authorized agents; (3) is not assignable by you, and any attempt by you to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.

13. No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.
14. No act or failure to act by BLUEDRAKE42 will be deemed a waiver of any right contained in this EULA, and any waiver by BLUEDRAKE42 must be in writing and signed by an officer of BLUEDRAKE42. If BLUEDRAKE42 does expressly waive any provision of this EULA, such waiver shall not be a waiver of any other provisions of this EULA, and the waived provision shall not be waived for all time in the future.
15. If any provision or sub-provision of this EULA is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
16. You acknowledge and agree that any violation or threatened violation of this EULA will cause irreparable injury to BLUEDRAKE42, entitling BLUEDRAKE42 to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by BLUEDRAKE42 as a result of a breach of any of the provisions of this EULA.
17. To the fullest extent permitted by law, the controlling language for this EULA is English.