



## **TERMS OF SERVICE**

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### **GENERAL INFO**

Hello, it's Reality Games. Please read these Terms of Service and Privacy Policy (collectively called the "Terms") carefully, as the Terms govern your use of our software, such as games. The Terms also govern your interaction with our websites, your purchases from us, and your use of any Reality Games products and services in general whether as a guest or a registered user. By using our services, you acknowledge that you have read and understood the Terms and agree to abide by them as the user of the games and other services offered by Reality Games. If you don't agree to these Terms, you may not use our games and services (hereinafter jointly as the "Services").

Reality Games may modify these Terms at any time, and if we do, we will notify you by posting the modified Terms on the website. It's important that you review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services.

### **ABOUT REALITY GAMES**

The Services are operated by Reality Games (London) Ltd. We are registered in England and Wales under company number 08983817 and have our registered office at Office 212, 15 Ingestre Place, Soho Ingestre Place, London, England, W1F 0JH. We are a Limited Company.

### **PRIVACY**

Please refer to our Privacy Policy for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.



## **PERMITTED & PROHIBITED CONDUCT OF THE SERVICES**

If a user violates any rules defined by these Terms, Reality Games shall be entitled to block or to delete the relevant contents, users and/or game characters, and/or to exclude the user from the continued use of the service offers by Reality Games temporarily or permanently, and/or to delete his or her user account in order to protect the other users. In this case, the user shall not be entitled to be reimbursed for a payment he or she has already made.

The user shall not be entitled to receive compensation of any nature. Prior to initiating the above mentioned measures, Reality Games may, at its sole discretion, inform or not inform the user to clarify or remedy the infringement.

By using our Services, you declare that you are 18 years old or more. If you are at least 13 years old you need prior consent of your legal representatives.

The user is only allowed to use the service offer with not more than one account per each game, however he/she may use it on different devices but only on one at the time.

The account shall not be transferred to any third parties, neither against payment nor by way of donation.

The user shall be prohibited from using the login data of another user.

The user undertakes to keep his or her login data and especially his or her passwords strictly confidential and to protect them against unauthorised access by third parties. What we mean by "login data" and/or "passwords" are all letter and/or character and/or number strings used to authenticate the user with the aim to exclude access by unauthorised third parties.

If a suspicion of abuse or a risk of abuse exists, Reality Games shall be permitted to block the accounts involved temporarily until the suspicion has been eliminated.

Manipulative interventions in the service offers are prohibited. These include, in particular, the use of software and mechanisms disturbing the service offers or procuring an unfair advantage over fellow players to the user, the creation and/or use of hacks, mods, cheats, bots, data-mining tools and automated browser plugins.

You may use our Services only for lawful purposes. You may not use our Services:

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1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm minors in any way.
4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

1. Not to reproduce, duplicate, copy or re-sell any part of our Services
2. Not to access without authority, interfere with, damage or disrupt;
3. any part of our Services;
4. any equipment or network on which our Services are stored;
5. any software used in the provision of our Services; or
6. any equipment or network or software owned or used by any third party.

These content standards apply to any and all material which you contribute to our Services, and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

1. Be accurate (where they state facts).
2. Be genuinely held (where they state opinions).

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3. Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

1. Contain any material which is defamatory of any person.
2. Contain any material which is obscene, offensive, hateful or inflammatory.
3. Promote sexually explicit material.
4. Promote violence.
5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
6. Infringe any copyright, database right or trademark of any other person.
7. Be likely to deceive any person.
8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
9. Promote any illegal activity.
10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
13. Give the impression that they emanate from us, if this is not the case.
14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **RULES OF THE GAMES**

Any use and abuse of the game(s) and its content for commercial purposes (such as, e.g., advertising, political or religious expression of opinion) shall be prohibited.

## **REALITY GAMES**

The user recognizes with respect to all communication possibilities contained in the different service offers of Reality Games that Reality Games does not tolerate any news, postings or other contents which include the following:

1. dirty words, vulgar or obscene expressions or sexual contents, no matter whether express or implied;
2. religious, political or socio-political statements;
3. offensive, defamatory, threatening or otherwise annoying or harassing insinuations, comments and/or images;
4. names for game characters or user accounts that are deemed to be improper according to these Terms; in this case, Reality Games shall be entitled to delete such improper names or to proceed to renaming as a milder measure;
5. third-party material protected by copyright or trademark law without their express written approval;
6. prompting of passwords and of personal information of other users (e.g. last name, address, telephone number, birth date etc.);
7. links to commercial Internet pages of third parties;
8. advertisements including raffles, competitions or other sweepstakes;
9. cheat or hack programs or information or links to such programs or to Internet pages affirming that they have programs which misuse user passwords; or
10. other information which, at Reality Games' own discretion, is deemed to be age-inappropriate or unsuitable for this Internet page.

Users who post contents shall be themselves responsible for ensuring that these contents do not violate any rights, in particular copyrights of third parties. Hence, the users shall be themselves and directly responsible for all claims against third parties. Should Reality Games be held liable for such contents posted by a user, the user shall hold Reality Games harmless against any of the costs incurred by the posting of such contents to the extent that the user is to be held responsible for the violation.

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It is prohibited to disturb the dialogue among different users knowingly; e.g. by interrupting a conversation among other members repeatedly, by annoying them or by creating enemy images or hostilities. Messages that users send to each other in the game are not private but public. Therefore, users are requested not to exchange personal information such as e-mail address, address, last name, telephone number, photographs, instant-message name or the like. Reality Games urgently recommends not to disclose such personal data for reasons of self-protection. Should there be a suspicion that certain users try to obtain the above mentioned personal information from other users, Reality Games should be informed under the email address [support@reality.co](mailto:support@reality.co).

Reality Games points out that full monitoring of the contents posted by the users cannot be ensured. However, spot checks are performed and the users additionally have the possibility of reporting violations by others. private messages shall only be checked if a participant in the communication reports them as a violation. Reality Games will then carry out a check as quickly as possible and edit or delete the contents, if necessary.

An entitlement to the provision of communication possibilities does not exist.

In addition, the communication possibilities provided by mobile and platform versions of the games may be limited compared with the browser version owing to technical or legal reasons. The user shall not be permitted to use programming errors (what is referred to as bugs) to his or her own advantage. If a user detects a bug, he or she shall have to report it by sending an e-mail to [support@reality.co](mailto:support@reality.co).

The user shall be prohibited from any action causing excessive data volumes (traffic) or affecting the course of the game. In particular, it shall be prohibited to use automated or semi-automated scripts that perform database queries or put game mechanisms into operation. Likewise, any manipulations of the data stored on the server shall be prohibited.

Reverse-engineering of any Reality Games's games, or applications is forbidden.

Use of cheats, automation software, hacks or any other unauthorised software designed to modify or interfere with any of the Services provided by us will be considered an offence.

You must not purchase or sell your account or any of its content outside of the means provided within the service itself.



We reserve the right to determine what constitutes violation of the rules and the right to take action as a result of such violation. This may include resetting your account and/or banning you from using the Services.

### **USER LIMITED LICENCE**

Subject to your compliance with these Terms, Reality Games grants you a limited, nonexclusive, non-transferable, non-sublicenseable, worldwide licence to download and install a copy of the game(s) on a mobile device and to run such copy of the game(s) solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms or under applicable law, you may not: (a) copy, modify, or create derivative works based on the game(s); (b) distribute, transfer, sublicense, lease, lend, or rent the game(s) to any third party; (c) reverse engineer, decompile, or disassemble the game(s); or (d) make the functionality of the game(s) available to multiple users through any means. Reality Games reserves all rights in and to the software not expressly granted to you under these Terms.

### **INTELLECTUAL PROPERTY**

The website, games and services and all of its contents belong to Reality Games or other entities, and who have granted the appropriate licence as intellectual property rights holders. You are not entitled to use these objects of intellectual property rights in any way, in particular by copying, downloading, distributing or modifying them. The User may use the objects of intellectual property rights only to the extent necessary to use the Services.

Reality Games respects copyright law and expects its users to do the same. It is Reality Games' policy to terminate in appropriate circumstances Account holders who infringe or are believed to be infringing the rights of copyright holders.

### **PAYMENTS**

The download of the games, the connection of the games with social media accounts and registration (to the extent provided) as well as the use of the basic version of the games and of service offers may be free of charge.

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Some items in the games and virtual game currency can be collected and/or won free of charge in the games. The special items and the virtual game currency can be used to activate so-called features, i.e. individual additional services compared with the basic version (hereinafter referred to as "Features"), in the games. The exact description and functions of the respective features are shown in detail on the game and/or application website.

In addition, there may be a possibility of acquiring game currency and certain items via appropriate app store or platform, subject to the regulation (of these marketplaces or platforms) in force.

There is no obligation for the user to acquire virtual game currency and features against payment.

In addition, you may be able to purchase an automatically renewable subscription that unlocks or renews some special feature/item in the game. The systems of the respective shop platform are used for this purpose and are subject to its regulations.

Reality Games reserves the right to modify or cease to offer the nature, volume and contents of the features, and/or the right to offer them in the free basic version.

Against payment of a fee, the user has the possibility of receiving special items and virtual game currency from Reality Games

Except as expressly stated otherwise, the prices are to be understood as final prices including taxes and any costs incurred for credit entries and/or provision (subject to country-specific modifications or deviations; these are explicitly announced on the relevant game and/or application websites and in the app).

Appropriate app store or platform shall be entitled to request payment for the acquisition of the virtual game currency in advance. The payments for the acquisition of the virtual game currency shall be due according to binding app store or platform regulations, through which the purchase was made.

At the request of the appropriate marketplace or platform, Reality Games shall be entitled to block the account concerned of the user temporarily as long as the user is in default vis-à-vis such marketplace or platform in respect of the payments for acquired items or virtual game currency. The user's obligation to pay the agreed fee remains unaffected.



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Playing options acquired within the game by means of virtual game currency (e.g. objects, waiting time reductions, energy and other functions acquired thereby) and the virtual currency or the special items cannot be returned; in this respect, there is no obligation to reimburse the fee paid for the virtual game currency unless expressly otherwise agreed.

Reality Games shall not be obliged to reimburse the virtual game currency if the user terminates the user contract. This provision is without prejudice to the rules on the statutory right of revocation and its omission.

## **SUBSCRIPTION PLANS**

To become a subscriber you need to be 18 years old or more. If you are at least 13 years old you need prior consent of your legal representatives.

### **Definitions**

Billing Cycle - one month period;

Monthly Fee - fee that you have to pay by Billing Cycle, presented on the purchase screen;

Monthly Subscription or VIP Subscription - monthly, paid up-front access to Services;

VIP Subscriber - a person who has activated Monthly Subscription;

To become a VIP Subscriber you need to be 18 years old or more. If you are at least 13 years old you need prior consent of your legal representatives.

### **Payments and benefits from VIP subscription**

The fee for VIP Subscription will be billed in advance on a Billing Cycle basis in the amount of Monthly Fee.

At the end of each Billing Cycle, your Monthly Subscription will automatically renew under the exact same conditions unless you cancel it or We cancel it.

Purchased items have no monetary value, are non-refundable, non-transferable and cannot be used to purchase or use products or Services other than offered by us.

Purchased items may not be waived or transferred or resold for commercial gain in any manner, including, without limitation, by means of any direct sale or auction service.



## **Cancelation and Termination**

You may cancel your VIP Subscription renewal either through the online account management page of the respective platform on which you have purchased your VIP Subscription, or by contacting our customer support (support@reality.co), effective at the end of the ongoing Billing Cycle.

If you cancel your VIP Subscription, there will be no refunds of fee/fees that have been validly charged according to these Terms and Terms of Use.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

If your payment method fails, your Monthly Subscription will expire with the last day of the Billing Cycle for which payment was made.

You understand and agree that cancellation of your Monthly Subscription is your sole right and remedy with respect to any dispute with Reality Games with respect to your Monthly Subscription. This includes, but is not limited to, any dispute related to or arising out of: (a) any of these Terms or Reality Games' enforcement or application thereof, (b) any other policy or practice of Reality Games, including, without limitation, Reality Games's Terms of Service and Privacy Policy, or Reality Games' enforcement or application thereof, (c) your ability to access and/or use the Reality Games games; (d) any content on the Reality Games' website, or (e) the amount or type of any Monthly Subscription fee, applicable taxes or billing methods relating to your Monthly Subscription, any change to such Monthly Subscription fees, applicable taxes, or billing methods, or any other matter governed by the terms and conditions of your device's app store.

Reality Games may, without giving any reason, cease the provision of the Service at any time, without liability or compensation, effective from the last day of the full Billing Cycle. Your Monthly Subscription will expire on the last day of the full Billing Cycle.

## **Modifications**

We may modify any fees at our sole discretion and at any time.

Any Monthly Subscription fee change will become effective at the end of the then-current Billing Cycle.

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Continuing to use the Service, after the Subscription fee change comes into effect, constitutes your agreement to pay the modified Subscription fee amount.

Your continued Monthly Subscription after Reality Games changes this Terms constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel your monthly subscription in accordance with these Terms.

Prices of the Virtual Goods (items that may be bought in the game using in-game currency) may be changed without any notice.

### **Use restrictions and participation**

You are granted a limited, non-transferable, revocable licence to access offered games and applications or software. Subject to the provisions contained these Terms, such licence will terminate upon any cancellation or termination of your subscription.

You have no property interest in any game or virtual goods you have purchased.

You agree that your participation in the Monthly Subscriptions are subject to the following restrictions: (a) you may not permit other individuals or entities to access your subscription using your account information, including, without limitation, your username and password, (b) you may not licence or otherwise transfer your subscription to any third party, and (c) you may not remove or modify any proprietary notices contained in or relating to, or copy, modify, translate, distribute or create derivative works of, any of the games.

Your participation in the Monthly Subscriptions are solely for your personal, non-commercial use.

You are responsible for maintaining the confidentiality of your password and account information, and agree to notify Reality Games immediately of any unauthorised account use. Reality Games is in no way responsible for any loss that you may incur as a result of any unauthorised use of your password or account information.

In addition to any other rights and remedies available to Reality Games, we may at our own discretion immediately terminate your Monthly Subscription, or withhold your Virtual Goods especially if you fail to comply with any of the terms and conditions contained in these Terms.



In the event of a user purchasing goods or a Monthly Subscription in a country which applies additional taxes, the user is obliged to pay these taxes on their own.

### **THIRD PARTY WEBSITES OR RESOURCES**

Note that, if paid additional content (e.g., virtual currency) is acquired, you will be redirected to a third-party service. If you decide to purchase paid content, the contract will be concluded between you and the third party responsible for payment.

Services may contain links to third party websites or resources. Reality Games provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources.

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## **MODIFICATIONS TO THE SERVICES**

You acknowledge and agree that the form and nature of the Services, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Services at any time without notice. In our sole discretion, we may

modify, suspend, or discontinue any feature or part of the Services at any time without liability to you. What follows is that Reality Games may, without your consent, amend and modify this Agreement in any way and to any extent.

## **TERMINATION**

If you breach any of the provisions of these Terms, all rights granted by Reality Games will terminate automatically. Additionally, notwithstanding anything contained in these Terms of Services, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your account and/or your ability to access or use the Services (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

We may also, any time, without liability:

1. suspend your account,
2. specify or vary the scope and extent of Services,
3. set or vary any limit regarding an account,
4. restrict or impose conditions or limits on an account.

## **DISPUTE RESOLUTION**

All disputes arising out of or in connection with these Terms, including without limitation your access or use of the website, or to any products sold or distributed through the website, will be referred to and finally resolved under the law of England and Wales and their courts and tribunals.

You agree that any dispute related to the Services provided on the platform will be resolved first through settlement. In the event of a claim, the Parties will make their best efforts to resolve the dispute amicably. In the event that it is necessary to make a claim on your side, you are obliged to send an email to the following address of Reality Games: [contact@reality.co](mailto:contact@reality.co), in which you describe your claim in detail. In such a case, the parties will arrange a place and time to meet to discuss the matter in good faith without having to initiate court proceedings.



## **SEVERABILITY**

If any provision of this Terms is adjudicated by a court of competent jurisdiction to be unlawful, unenforceable, invalid, and/or unconscionable, that provision shall be deemed severed from this Terms and shall not affect the validity or enforceability of the remaining provisions hereof or this Terms as a whole.

## **AMENDMENTS**

Reality Games reserves the right to clarify or amend these Terms by publishing a new version of them, including, but not limited to, on <https://reality.co>, or any successor website. The Terms may change from time to time, so please check them regularly. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. The Services may not be accessed or used by you if you do not agree to the revised Terms.

## **YOUR CONCERNS**

Any important notifications or information, especially special offers or subscription information, may be sent to your e-mail address you provided Reality Games with. If you have any concerns about material which appears on our Services, please contact [support@reality.co](mailto:support@reality.co).

## **Open-source libraries**

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