

END-USER LICENSE AGREEMENT

November 14, 2023

By downloading, installing, accessing, or using a Game by Rmind Games, you agree to be bound by this agreement. This agreement governs the relationship between Rmind Games and you, the User.

Unless the context requires otherwise, words importing the singular include the plural and vice versa.

1. Definitions

1.1. "Game" means, as applicable, Day R Survival, Day R Premium mobile games by Rmind Games, in the form of software consisting of data and feature sets and the audiovisual content produced by that software, activated for the User to complete the gameplay objectives. In using the Game under this agreement, the User runs the Client on the Mobile Device, with a set of additional data and features, including cloud storage, hosted by Rmind Games on Game servers. The term Game includes (a) a Game chat; (b) Game servers; (c) server-based and other software; (d) Game Assets and the Store; (e) databases; and (f) Rmind Games' other resources needed to use the Game under this agreement.

1.2. "Game Account" means an account automatically created in the Game for the User, owned by Rmind Games, and containing information that the User needs to use all of the Game's functions under this agreement, including information needed to log in the Game, gain access to User information, settings, and Game Assets, buy the Game Assets from the Store, and save the game in progress to the cloud as well as gain access to statistics and other similar information and functions. A Game Account will be created subject to the User's compliance with this agreement, including section 4.7; and the name assigned to the Game Account will be displayed in the "Profile" section of the Game's main menu (for example, for Day R - Username: 12345). The Game Account will be linked to the User Account.

1.3. "Game Assets" means any virtual items in the Game (e.g., resources, weapons, armor, vehicles, coupons and other products) and the Game currency (caps or crystals).

1.4. "Store" means: (a) a section of the Game located in the associated menu of the Game interface and enabling the User to buy Game Assets; (b) the official store of the Game at: <https://store.tltgames.net>. The User may buy the Game Assets or obtain it in other ways as set out in this agreement.

1.5. "Client" means a program application that needs to be installed on the Mobile Device to use the Game, including data and features hosted on Game servers.

1.6. "Mobile Device" means the User's smartphone, tablet computer, or other device that:

- runs on a legitimate copy of the Android OS (7.0 or better) or of the iOS OS (13.0 or better);
- has been tested for compatibility as part of downloading or installing the Client from Google Play, App Store or the AppGallery;
- has internet access;
- has a minimum of 2 GB RAM;

—has a screen resolution of 1280×720 pixels.

1.7. "User" means an individual who uses the Game under this agreement.

1.8. "User Account" means: (a) the User's Google account (Google ID), needed to use Google Play (e.g., to buy and install apps); (b) the User's Apple account (Apple ID) providing access to the Apple services and functions needed to use the App Store (e.g., to buy and install apps); the User's Huawei account (Huawei ID), needed to use AppGallery (e.g., to buy and install apps)

1.9. "App Store" means a digital distribution platform developed and maintained by Apple Inc. for mobile apps on its iOS operating system.

1.10. "Google Play" means a digital distribution service operated and developed by Google Inc. and serving as the official app store for the Android operating system.

1.11. "AppGallery" means a digital distribution platform operated and developed by Huawei Technologies Co., Ltd. and serving as the official app store for the Android operating system.

1.12. "Rmind Games" refers to Rmind Games, a limited liability company established under the laws of UAE. The term Rmind Games includes Rmind Games' authorized representatives— moderators and the User Service Department (described more specifically in sections 11 and 12) as well as administrators (editors and moderators) for official Game communities on VK, Facebook, Discord, Instagram, Youtube and other communities.

This agreement may also use defined terms other than those set out in this section 1. Any such term must be interpreted with the context in mind. If any term is not defined or otherwise explained in this agreement, that term will have the meaning it has, in descending order of precedence, under (i) UAE law, (ii) international law, or (iii) customary business practices or a scholarly theory.

2. Subject Matter

2.1. Entry into This Agreement. Before using the Game, the User must read and accept this agreement.

This agreement will be deemed entered into when the User accepts the agreement. Actual use of the Game by the User also constitutes the User's acceptance of the agreement. By entering into this agreement, the User assumes the obligation to comply with the agreement.

2.2. Right of Use. Rmind Games hereby grants the User the right to use the Game on the condition that the User comply with this agreement.

2.3. Exercise of the Right of Use. The User may exercise the right of use free of charge (for Day R Survival) or for the license fee set by Rmind Games (for Day R Premium). Section 3 details the scope of the right of use conferred on the User.

2.4. Game License. The User will receive a nonexclusive license granting the right of use under this agreement when the User has access to the associated data and features in the Game Account (if any) or in the Game's profile page (when the Game is run on the Mobile Device).

2.5. Territory. Rmind Games may determine the territory in which the User may exercise the right to use the Game under this agreement.

3. Limitations on Use

3.1. Scope of the Right of Use. The User may use the Game as permitted by Rmind Games, including by:

3.1.1. Running the Client by installing and opening it on the Mobile Device

3.1.2. Using the Game under this agreement by exercising the right to (a) use the Game's functionalities, including for completing the gameplay objectives, free of charge (if no fee is established for the grant of rights); (b) buy the Game Assets from the Store and use it, including for completing the gameplay objectives; (c) get assistance from the User Service Department(USD) on the condition of compliance with this agreement; and (d) use the Game in other ways permitted by Rmind Games under this agreement.

3.2. Beta Testing. If Rmind Games grants the User the right to take part in the beta testing of the Game, the User will acquire beta-tester status. To take part in beta testing, a beta tester must give his or her consent by following the associated link on the Google Play or App Store page for the Game. By taking part in beta testing, the User acknowledges that the User's then current version of the Game will be replaced with a beta version. The purpose of beta testing is limited to assessing the Game's functionality and to finding bugs. Rmind Games will not be liable for any issues occurring during beta testing. The User acknowledges that the User takes part in beta testing at the User's risk and that a beta version of the Game may contain bugs. Rmind Games may deactivate and delete data and features in Game Accounts and User Accounts at any time during or after beta testing. Rmind Games will not be liable for the availability of uninterrupted access to the Game, for saving the User's game in progress and acquired Game Assets, or for the availability of those Game Assets during beta testing. If the User breaches this agreement, Rmind Games may at any time terminate the User's access to beta testing. If, during beta testing, a beta tester does not comply with the terms of using the Game, Rmind Games may limit or terminate that beta tester's rights in respect of the Game.

This section 3 also applies to beta testers who decide to withdraw from the beta testing then underway before its completion.

4. Terms of Use

4.1. Legal Capacity. The User acknowledges that the User has the legal capacity to enter into this agreement. If the User has not attained the age of majority or is fully or partially incapacitated within the meaning of the User's local legislation, the User must obtain the necessary permission in the form required by law from the parents or other legal representatives.

4.2. Medical contraindications. The User acknowledges that the Game may contain graphic images and sound and video effects that may induce an epileptic seizure or other neurological disorders in susceptible persons and further acknowledges that the User will not use the Game if the User is susceptible to any such disorder.

4.3. Reasonable Use. The User acknowledges that prolonged use of the Mobile Device may cause health damage, including impaired vision, scoliosis, and neurological diseases. The User must use the Game for reasonable amounts of time, taking breaks for rest and exercise.

4.4. Use of Third-Party Content. The Game may contain links to websites, software, and photo, video, audio, and text content owned by third parties. The User acknowledges that the presence in the Game of any links to

third-party websites or content does not constitute an endorsement, sponsorship, or recommendation by Rmind Games. Any use of third-party content or software, including during the gameplay, will be at the User's risk.

4.5. Legal Restrictions. The User must not use the Game if the User's local legislation prohibits participating in such games or sets other restrictions, including age-related restrictions, that limit the use of the Game. The User will be liable for failure to comply with this requirement.

4.6. User Content. The User acknowledges that the User will be liable for any content posted by the User in the Game, on Game-related websites, or in chats or otherwise communicated to other Users or made publicly available by the User.

4.7. Technical Requirements. To acquire the right to use the Game, the User must:

1. Log in to your User Account before downloading and installing the Client

2. Install the Client on the Mobile Device Rmind Games will distribute the Client only by making it available on Google Play, App Store and AppGallery, free of charge (for Day R Survival) or for a fee (for Day R Premium).

Internet Connection, Login, and Updates. To use the all Game's features, the User must have an internet connection and log in to your User Account on the Mobile Device with the Google Play Games service (on the Android OS), Huawei GameCenter (on the Android OS) or the Game Center service (on the iOS) enabled and the latest Game version installed.

5. User Obligations

5.1. The User must:

- 5.1.1. Comply with this agreement. If the User does not accept this agreement, the User must stop using the Game and uninstall the Client.

- 5.1.2. Not use the Game or Game Assets for purposes other than those set out in this agreement.

- 5.1.3. Take steps to protect the User Account and the Game Account from unauthorized use by a nonparty as well as keep confidential any data that make it possible to log in or use the Game.

- 5.1.4. Subject to section 6.2.4, follow any Rmind Games instructions provided to one or more Users in the Game, on Game-related websites (including Game communities on VK, Facebook, Discord and Instagram), by email, or by other means of communication; Rmind Games may suspend, limit, or terminate this agreement or the User's access to the Game if the User does not follow any such instructions.

- 5.1.5. Provide or confirm, if so required by Rmind Games, information that Rmind Games needs in order to perform this agreement or comply with law.

- 5.1.6. Compensate Rmind Games, other Users, or nonparties for any loss resulting from the User's acts, including from the User's breach of this agreement, infringement of intellectual property or other rights, or noncompliance with law.

- 5.1.7. Comply with the prohibitions below.

The User must not:

1. Copy, transmit, email, publish, or otherwise distribute or reproduce any textual, graphic, audio, or video content of the Game unless so authorized by Rmind Games in writing.
2. Analyze the source code or decompile, disassemble, or modify the Game or any of its parts or create derivative works therefrom unless so authorized by Rmind Games in writing.
3. Translate the Game's text assets without approval from Rmind Games.
4. Distribute (including by offering and selling), whether for commercial or noncommercial purposes:
 - The Client or copies of the Game, whether on tangible media or online in a format that can be accessed or downloaded by specific persons or the public in general.
 - Data, features, audiovisual assets, images, or any other intellectual property contained in the Game (except as permitted by Rmind Games).
5. Assign or alienate the User's rights in respect of the Game to a nonparty for commercial or noncommercial purposes, including by transferring the Game login and entering into a sale, exchange, gift, or other agreement.
6. Use or acquire the Game Account or login of another User.
7. Sell (offer for sale) and/or buy any Game Assets for real money, goods, or services outside the Store.
8. Use the Game except as set out by this agreement or use the Game outside the usual gameplay, including by opening and using the Game with an emulator application installed on a device other than the Mobile Device or by opening and using the Game on a device whose operating system or software has been hacked or illicitly modified by jail-breaking, acquiring root rights, and the like.
9. Use autoclickers, automated scripts, hacking applications, modifiers, and other tools used to collect information or otherwise interact with the Game (including tools that simulate button clicking in the interface and perform any actions in the Game).
10. Upload malware or links to websites that contain or may contain malware.
11. Commit illicit activity in the Game, including any activity inciting Users to breach this agreement, or encourage, or post guidelines for, any such activity. Illicit activity includes:
 - 11.1. Acts aiming to obtain Game access data and Users' personal data, including by defrauding Users or extorting any such data from Users.
 - 11.2. Scams and e-fraud, including posting links to third-party websites appearing to be official websites for Rmind Games; sending Users any messages on behalf of Rmind Games (including those offering Users to receive data or install software) and acting as a Rmind Games representative.
 - 11.3. Use (including transfer and receipt) of Game Assets acquired by breaching this agreement.
12. Discuss in the Game any acts of Rmind Games.

13. Request that individual or all Users or Rmind Games transfer to the User real money, Game Assets, and the like.
14. Use vulnerabilities, failures, errors ("bugs") of the Game, dupe (duping), including for obtaining any game advantages, Game assets.
15. Post in the Game any messages that:
 - 15.1. Violate any of the above provisions of section 5.1.7.
 - 15.2. Contain unsolicited information (spam or irrelevant comments) or multiple text breaks or repeat previously posted material.
 - 15.3. Contain third-party intellectual property without the owner's consent.
 - 15.4. Contain information about a person (home address, phone number, passport details, etc.) without that person's consent.
 - 15.5. Contain ads, business offers, and promotional and suchlike information (except as permitted by Rmind Games).
 - 15.6. Humiliate or discredit other Users or Rmind Games representatives.
 - 15.7. Contain strong language.
 - 15.8. Contain erotic or pornographic material.
 - 15.9. Contain violence or incite racial, international, or religious hatred or gender discrimination.
 - 15.10. Encourage, demonstrate, or contain any Nazi, extremist, or other similar offensive content.
 - 15.11. Contain threats or incite violence or other illegal activity.
 - 15.12. Contain propaganda or ads encouraging the use or distribution of drugs.
16. Use in the Game a nickname that:
 - 16.1. Violates any of subsections 15.3 through 15.12 part 15 of clause 5.1.7 of thIs agreement.
 - 16.2. Contains information that may cause the User to be mistaken for a Rmind Games representative.
17. Commit any other acts that Rmind Games sees as a violation of law or ethic and moral standards or as undesirable.

6. Rights and Obligations of Rmind Games

- 6.1. Rmind Games must:

6.1.1. Enable the User to use the Game as set out in this agreement.

6.1.2. Provide the User, on the condition that the User pay the license fee set by Rmind Games and subject to the terms of this agreement, with the Game Assets bought by the User from the Store.

6.1.3. Cause its USD to provide assistance to Users on the terms of this agreement.

6.1.4. Inform Users, if necessary, of any upcoming major change in the Game and of ongoing maintenance by posting messages to that effect in official online communities for the Game.

6.2. Rmind Games may:

6.2.1. At any time without prior notice, limit, expand, supplement, modify, or otherwise alter the Game or its specifications or components as well as change its operation algorithms, including the gameplay.

This includes Rmind Games' right to modify the Game and its components by developing and installing new software components (patches and updates). Any such new components may be intended to improve or change the gameplay or supplement the Game with new data and features, which may cause some of the Game's components or features to be suspended or terminated.

The User acknowledges that any such modification is essential to developing and operating the Game and consents to any such modification without prior notice from Rmind Games.

6.2.2. At any time change or delete any information the User posts in the Game, including the User's statements and ads.

6.2.3. Suspend or terminate the User's right to use the Game if the User breaches this agreement. This includes (but not limited to) imposing the following sanctions on the User:

—Muting the User in the Game chat for a period determined by Rmind Games.

—Banning the User by restricting the User's online access to the Game (disabling communication and interaction with other Users) for a period determined by Rmind Games or permanently.

—Blocking the User's access to the Game for a period determined by Rmind Games or permanently.

In imposing any of these sanctions, Rmind Games is not required to prove the breach that resulted in imposing a sanction on the User.

If the User repeatedly breaches this agreement, Rmind Games may impose stricter restrictions. Rmind Games will impose any such sanction as soon as possible, depending on the severity of the violation, and in doing so, Rmind Games will not take into account any considerations or circumstances in favor of the User, including the Game Account's history and the number of purchases made by the User.

Rmind Games may also impose sanctions on other Users who take part in violating section 5.1.7, regardless of the severity of their guilt.

In imposing a sanction, Rmind Games must comply with the terms of use maintained by Google Play and the App Store.

6.2.4. Reprimand, warn, or notify the User if the User breaches this agreement.

6.2.5. At any time terminate the User's right to use the Game, including Game Assets.

6.2.6. At any time suspend, limit, or terminate this agreement unilaterally with one or all Users, including when this agreement is breached.

7. Limitation of Liability

7.1. Liability for acts of the User or nonparties. Rmind Games will not be liable for:

7.1.1. Wrongful or any other acts of the User or a nonparty that prevent other Users from using the Game.

7.1.2. The User's conduct or statements in the Game, including the User's disrespect for other Users.

7.1.3. The User's loss of access to the User Account or to the Game, including because of a lost password, username, or other necessary information (This includes cases when the User loses access to the User Account and related assets because the User has lost the Mobile Device or the password for the Mobile Device, or because its operating system or software has been illicitly modified by jail-breaking, acquiring root rights, etc.).

7.1.4. Incomplete or inaccurate information provided by the User when signing up.

7.1.5. Loss of the internet connection or the service level of internet service providers.

7.1.6. Third-party content posted in the Game or on third-party websites accessible via links posted in the Game.

7.2. Disclaimers. The User acknowledges that Rmind Games provides the Game "as is" and does not make any warranties regarding the Game except as provided in this agreement. Rmind Games makes no warranties that:

7.2.1. The Game will satisfy the User's needs.

7.2.2. The Game will be provided uninterrupted, fast, reliable, and error-free.

7.2.3. Results that may be obtained by using the Game will be precise and reliable.

7.2.4. The quality of gameplay, Game aspects, Game Assets, and information received during the use of the Game will meet the User's expectations.

7.2.5. The Game will be available 24 hours a day, at any time, or for a given period.

7.3. Limitation of Liability. Rmind Games will not be liable for inflicting any direct or indirect damage to, or loss of profit by, the User or a nonparty if that damage or loss is incurred through:

7.3.1. Using or failure to use the Game.

7.3.2. Statements or conduct of the User or nonparty in the Game.

In no event will the liability of Rmind Games to the User exceed the amount of the license fee Rmind Games has received from the User under section 8.1 through the date on which Rmind Games incurred the liability.

7.4. Force Majeure; Acts of Nonparties. Neither party will be liable for nonperformance or improper performance resulting from anything beyond the control of the nonperforming party, such as riots, prohibitions by state authorities, acts of God, fires, disasters, outages, internet disruptions, faulty operation of the Game caused by hosted-service providers, third-party malware, and failures caused by hacking attacks.

8. License Fee

8.1. General Provisions.

The User acknowledges that the Game is not a gambling or cash game, contest, or betting.

The User must pay Rmind Games a license fee when:

—The User buys Game Assets in the Store.

—The User buys the Client for Day R Premium.

The User acknowledges that the User buys the Game Assets or Day R Premium of the User's own accord. The User may also acquire Day R Premium in other ways specified by Rmind Games, including by taking part in a competition or other events.

If the User buys Day R Premium on Google Play or AppGallery, the User may use only the Android version of that Game and under one User Account; on the App Store, the iOS version and under one User Account.

8.2. Game Assets. The User may use the Game Assets as set out by Rmind Games. The User will receive the Game Assets when:

—The User performs certain actions in the Game.

—The User views ads in the Game (it is possible to receive Game Currency).

—The User engages in other activities specified by Rmind Games, including competitions and other events.

—The User buys the Game Assets from the Store by paying a Rmind Games-set license fee.

When the User buys Game Assets from the Store, the Game currency bought for a license fee will be used first.

8.3. Period for Use of the Game Assets and Day R Premium. The Game Assets will be deemed to have been provided to the User when the amount in question is displayed in the Game interface. Day R Premium will be deemed to have been provided when Google Play, AppGallery or the App Store (depending on the Game version purchased), as the case may be, confirms the User's payment or when the User activates the promo code received from Rmind Games. The User may use the Game Assets for the term of this agreement unless the Game mechanics or gameplay requires otherwise, and may use Day R Premium for the term of this agreement.

8.4. Fee Amount. Rmind Games will unilaterally set the amount of the license fee, to be displayed in the Store (for Game Assets) and on the related page on Google Play, AppGallery or the App Store (for Day R Premium). Rmind Games may set out license fees in various currencies. The User acknowledges that some payment systems used to pay the license fee may take a commission on top of the amount set by Rmind Games and that the User may incur additional expenses due to currency conversion.

To gain access to the Game Assets or Day R Premium, the User must make the related payment in full and receive payment confirmation from Google Play, AppGallery or the App Store, as the case may be.

Rmind Games may change the license fee unilaterally at any time without prior notice.

8.5. Payment.

8.5.1. Once logged in, the User may make a payment to Rmind Games using a Google Play, AppGallery or App Store payment option (e.g., via VISA, MasterCard, or PayPal) in keeping with the purchase policies maintained by those stores.

When making a payment, the User must follow the guidelines for the payment system and the applicable purchase policies. Rmind Games will not be liable for any payment declined by the payment system or declined because of an error in that system.

When making a payment, the User must provide accurate information required for that payment. The User will be liable for all risks resulting from inaccurate payment details.

If a technical error prevents the User from accessing Day R Premium or Game Assets after the User makes the payment, or if the User receives an amount of the Game Assets that does not correspond to the amount the User has paid, the User must promptly notify Google Play, AppGallery or the App Store (as the case may be) as directed in their purchase policies. If Google Play, AppGallery or the App Store declines the User's application, Rmind Games will, if technically feasible, use reasonable efforts to provide the User with access to Day R Premium or the Game Assets according to the amount paid by the User.

8.5.2. Rmind Games will not refund the User's Game Assets, Day R Premium or their value in cash or other equivalent, if:

- The Game, Game Assets, or any other Game components do not meet the User's requirements or expectations.
- The User loses the saved Game in progress or the User's access to the Game or the Game Account.
- The User changed his mind and wants to receive a refund.
- The User has made the payment by mistake.
- The User is not logged in the Game when making a purchase at the Store.
- The User does not comply with this agreement, purchase policies, payment-system guidelines, or the law of the country in which the User is using the Game or in which the User made the payment.
- The User has made a purchase without the consent of the User's legal representative.

Rmind Games will not refund the User's money if the User has spent the purchased Game Assets during the gameplay.

8.6. Payment Options. If the User has any questions about payment options or policies, the User must contact the payment-system operator. If the User has any questions about refunding the money the User paid by mistake

or in violation of any payment guidelines or law, the User must contact the payment-system operator, Google Play, AppGallery or the App Store, as applicable.

8.7. Payment-Related Liability. When making a payment by using a payment option, the User must not infringe on third-party rights or violate the law of the country in which the User is using the Game or making the payment.

The User must compensate Rmind Games, other Users, or nonparties for any loss resulting from illicit acts of the User, including making a payment with money not owned by the User.

Unless this agreement or applicable law provides otherwise, Rmind Games may unilaterally suspend or terminate this agreement for any reason, including when Rmind Games suspects the User of committing illicit activity relating to payment of the license fee. In doing so, Rmind Games is not required to provide the User with any compensation, including refunds.

If Rmind Games has a reason to believe that the User is committing illicit activity relating to payment of the license fee, Rmind Games may refer the situation to a law enforcement agency for investigation.

8.8. Rights Acquired from a Nonparty. Rmind Games will be the exclusive provider of the Game Assets and Day R Premium, and the User must not consider any third-party offers of the Game Assets or of Day R Premium to have been made by Rmind Games.

The User must promptly notify Rmind Games of any third-party provision or offer of the Game Assets or Day R Premium that becomes known to the User.

If the User breaches this agreement by making a payment to an entity unauthorized by Rmind Games, Rmind Games will not satisfy any resulting claim by the User. Rmind Games will not refund the money so spent by the User or provide that User with the Game Assets or Day R Premium.

If Rmind Games determines that the User has acquired the Game Assets, Game Assets or Day R Premium from a nonparty unauthorized by Rmind Games, Rmind Games may suspend, limit, or terminate this agreement with the User.

The User's acquisition of the Game Assets and other products or Day R Premium from an unauthorized nonparty will not relieve the User of the obligation to comply with this agreement and will not affect Rmind Games' right to take any steps set out in this agreement. Acquiring the Game Assets or Day R Premium from an unauthorized nonparty will void the User's entitlement to a refund.

8.9. Account Monitoring. The User must monitor the Game Account—in particular, for correct display of the Game Assets and other products acquired by the User.

8.10. Termination of the Right of Use. The User acknowledges that the right to use the Game Assets and Day R Premium will be effective for the period stated in section 8.3. Terminations of rights gives the User no reason to demand a refund of the license fee.

If a technical error, fault, or the User's acts result in the User's receiving the Game Assets or Day R Premium without payment, the User must notify Rmind Games accordingly and, if the User has started using the Game Assets or Day R Premium, pay the license fee due. Otherwise Rmind Games may eliminate the consequences

of any such issue unilaterally without notice to the User, including by terminating the User's rights to the Game Assets or Day R Premium .

8.11. Exchange of Rights. Rmind Games will not exchange the rights to the Game Assets or Day R Premium for any other assets unless this agreement provides otherwise.

8.12. Reimbursement. Rmind Games will not reimburse the User for any payment-related costs.

9. Promo Codes

Promo code is a specific code consisting of a set of numbers and letters, which can be entered in the "Profile" section of the Game's main menu (to acquire Game Assets and Day R Premium) or on the Google Play, AppGallery or App Store page for the Game (to get Day R Premium). Rmind Games may provide the User with a promo code as compensation or a reward for taking part in an official event. The User must not use a promo code received from an entity other than Rmind Games. A promo code may have a limited validity period and vary in structure. Rmind Games may determine the validity period and structure of a promo code unilaterally. Before using the promo code, the User must comply with the connection and login requirements set out in section 4.7 and check whether the Game Account is displayed correctly in the Game interface. Selling or transferring the promo code to third parties is prohibited.

10. Trading and Interaction

Users accessing the Game online may engage in trading (exchange resources and items by sending parcels) and communicate using a chat. Rmind Games will not regulate any such activity, including by determining cost ratios for resources or items traded. Users may engage in trading on the terms determined by those Users subject to this agreement.

The User acknowledges that the Game's functionality does not provide for creation of User associations such as coalitions, clans, or guilds. Users may, however, agree to create any such association to achieve any of the Game's objectives, to engage in trading, to assist Users, or to accomplish other purposes consistent with this agreement. Rmind Games will not be liable for acts or conduct of any such association.

11. Moderators

11.1. The moderator of the Game is volunteer assistant Rmind Games. Moderators are selected Rmind Games independently and not subject to discussion.

11.2. A moderator must:

11.2.1. Monitor Users' communication and conduct in the Game.

11.2.2. Impose sanctions on Users breaching this agreement.

11.3. A moderator is not required to:

11.3.1. Answer Users' questions (the answers are given at the discretion of the moderator).

11.3.2. Warn Users of imposing sanctions for violations — valid post-moderation (warning the User of imposing sanctions at the discretion of the moderator).

11.3.3. Explain why a sanction has been imposed.

12. User Service Department (USD).

12.1. Rmind Games may provide assistance to the User via its USD, composed of Rmind Games' authorized experts, by:

12.1.1. Providing assistance to resolve technical issues and issues relating to Game mechanics as well as answering questions regarding restrictions and blocking.

12.1.2. Receiving Users' tickets with suggestions, complaints, and the like.

12.2. The User acknowledges that how quickly the USD will respond depends on its workload.

The User further acknowledges that the USD may refuse to provide assistance if the User is not logged in the Game (does not have a Game Account) or is using an out-of-date version of the Game.

12.3. Rmind Games states that the USD will use reasonable efforts to refrain from interfering with the Game in progress unless any such interference is necessary for the USD to fulfill its responsibilities.

12.4. Rmind Games may investigate any incident it considers a breach of this agreement.

12.5. To get help from the USD, the User must provide the USD with any additional information it requests (such as screenshots, details on the Mobile Device model and the OS version, other required data).

12.6. Communication between the User and the USD is confidential. Unless otherwise required by law, each party must not disclose information so received to other Users or nonparties.

12.7. Ways to contact USD, including email address: support@tlgames.net are listed in official online communities and on the Game's page on Google Play, AppGallery and the App Store.

12.8. In addition to the prohibitions listed in section 5.1.7, the User must not contact the USD with information (messages, symbols, images, etc.) that (i) is irrelevant, (ii) that prevents the normal operation of the USD, (iii) that is intended to insult a USD team member, or (iv) that is intended to provoke or mislead the USD. Failure to comply with this section 12.8 will void the User's right to assistance from the USD.

13. Intellectual Property Rights

13.1. Exclusive Rights to the Game. The User acknowledges that Rmind Games owns the copyright and other rights to the intellectual property contained by the source and object code (including data and features), gameplay, UI, graphics, sound recordings, audio effects, music, test assets, and content of the Game. The User acknowledges that ads (including pictures, animations, and videos) in the Game are, or contain, intellectual property covered by the exclusive rights of its owners and that any component, data, or feature of the Game are part of the Game protected by law. Even though the User may use the Game, the User must not consider that use as transfer or assignment by Rmind Games of the exclusive rights to the Game or its components to the User.

The User acknowledges that Rmind Games owns all rights to any localized version of the Game.

13.2. Exclusive Rights of the User. The parties acknowledge that the copyright to any content posted by the User in the Game is owned by the person who created that content ("Content").

13.3. Content License. The User acknowledges that intellectual property rights for free use of Content will pass to Rmind Games as a nonexclusive, worldwide license when the User posts that Content in the Game; that Rmind Games is not required to pay the User royalties or any other compensation; and that any such use will not be subject to any temporal or geographic restrictions.

13.4. Trademarks. The parties acknowledge that any trademarks of the User or a nonparty referred to in the Game are property of their owners.

14. Validity, modification and termination of the agreement

14.1. Term. This agreement will come into effect when it is accepted by the User and will continue in effect indefinitely unless terminated.

14.2. Change of agreement. This agreement may be changed unilaterally by Rmind Games at any time without any special notice. The new version of the agreement comes into force from the moment it is published on the page of the official Rmind Games website. The current version of the agreement is always on the page of the official Rmind Games website at the following address: <https://rmindgames.com/EULA>.

In logging in or using the Game after a new version of this agreement is published, the User accepts that new version of the agreement. If the User has not read and understood an amended version of the agreement, the User will not be relieved from the obligations under that amended version of the agreement.

14.3. Termination by Rmind Games. Rmind Games may at any time terminate this agreement unilaterally without recourse to court when:

14.3.1. Rmind Games discontinues the Game by giving 30 calendar days' notice in the official online communities for the Game (In doing so, Rmind Games is not required to pay compensation to the User, including for any license fee paid.)

14.3.2. The User breaches this agreement at least once (In the event of any such breach, Rmind Games will not give the User a refund or compensate the User for any loss.)

14.4. Termination by the User. The User may at any time terminate this agreement unilaterally without giving his or her reasons and without recourse to court, by uninstalling the Game from the Mobile Device. In doing so, the User will continue to be bound by the obligations and liability the User assumed before the date of the termination. If the User wishes to terminate this agreement, the User must give 10 calendar days' notice subject to section 12.7. If the User terminates this agreement, Rmind Games will permanently delete all data linked to the Game Account, and Rmind Games is not required to indemnify to the User.

15. Final Provisions

15.1. Documents. The parties acknowledge that a document sent electronically (see section 12.7) as a scan or photocopy will be valid if it allows the identity of the sending party to be ascertained. To be valid, a document (an application or complaint) drawn up by a party must be signed by that party. Signatures on documents sent in the manner stipulated in this section 15.1 will be deemed handwritten.

15.2. Severability. If any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written, and the parties must continue performing this agreement in a manner that is as close as possible to the parties' original intent.

15.3. Disputes. The laws of the UAE govern this agreement. If a dispute arises from this agreement, the parties must attempt to resolve that dispute by negotiating in writing. If the parties cannot come to an agreement within 30 days from the date a party receives the other party's complaint, either party may refer the dispute to a court at Rmind Games' location for consideration in accordance with the substantive and procedural law of the UAE, excluding its conflict-of-law principles.

v. 1.01

© 2023 Rmind Games.