

# RoboHero TERMS OF SERVICE

Last revised and effective: **December 22, 2022**

**These Terms of Service ("Terms")** are the part of Terms and Conditions (as defined below) and govern your use of RoboHero's Services. Some of the Services are also regulated by additional instruments if explicitly provided by the Terms and Conditions.

IF YOU DO NOT AGREE WITH THE TERMS OR ANY OF THE DOCUMENTS WHICH REGULATE THE USE OF THE SERVICES AND ARE AN INTEGRAL PART OF TERMS AND CONDITIONS, PLEASE, STOP USING OUR SERVICES. THE ENGLISH VERSION OF THE TERMS AND CONDITIONS (INCLUDING THESE TERMS) IS THE ONLY ORIGINAL VERSION AND SHALL PREVAIL IN THE EVENT OF ANY DIFFERENCES, QUESTIONS OR DISPUTES CONCERNING THE MEANING, FORM, VALIDITY OR INTERPRETATION THERE.

## 1. DEFINITIONS

**"Service/Services"** means any digital product of RoboHero, e.g. Web-site, Games, mobile applications (e.g. "RoboHero App) or other services related to RoboHero, including any available information and/or content. Content may include intellectual property in any form, e.g. databases, trademarks, software, text, design, graphic, video-/audio materials, films, messages, pictures, architecture etc. "RoboHero" means one of the following legal entities (depending on the circumstances described right below):

- When Services are provided directly to the User: DevDream House OÜ, with its registered address at Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 5, 11415;
- When Services are provided via third-party platforms (e.g. Google Play Store, Apple App Store): DevDream House OÜ with its registered address at Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 5, 11415.

**RoboHero** can also be referred to as "we", "us", "our" in the Terms.

**“User”** means the user of any Services. User can also be referred to as “you”, “your” in the Terms. Users that do not comply with 2.1 shall not use any of the Services and are not deemed as Users in the meaning of this definition.

**“Web-site”** means any website operated by RoboHero, including, but not limited to, RoboHero.net, warthunder.com, crossout.com, starconflict.com, crsed.net, enlisted.net.

**“Account”** means a personal RoboHero account registered by the User to use the Services.

**“Terms and Conditions”** means any of the documents regulating the Services provision by RoboHero, including those specified below:

1. **Privacy Policy**
2. **Cookies Policy**

Terms and Conditions form an essential part of the Terms. Accepting the Terms, the User also accepts and agrees with the provisions of the Terms and Conditions. Affiliate, parent and subsidiary entities of RoboHero may be parties to the Terms and Conditions and these Terms will equally apply to the User whatsoever. Any reference to the Terms and Conditions herein shall apply to these Terms as well, unless otherwise explicitly stated.

## **2. USE OF SERVICES**

**2.1.** Services are NOT provided to Users under the age of 16. By accepting the Terms and using the Services, you confirm that you are 16 years of age or older. RoboHero may provide or limit provision of Services to the Users of other ages in accordance with local legislation. If you are a parent or legal guardian, you shall monitor your Account to restrict use by minors, and you shall deny access to children under the age of 16. You accept full responsibility for any use of the Service by minors in connection with your Account. You are solely responsible for

any use of your credit card or other payment instrument (e.g. PayPal and Facebook Credits) by minors.

**2.2.** RoboHero may at its own discretion require a confirmation of User's age at any time.

**2.3.** Some Services are not recommended to people suffering from epilepsy, seizures or other diseases that require health precautions. The User shall at its own discretion decide whether Services may harm User's health. If so, the User shall immediately stop using the Services. We recommend consulting medical services before using the Services.

**2.4.** The User shall not use Services if the User has been previously banned by RoboHero for violation of the Terms and Conditions (including these Terms).

**2.5.** Services may be updated and modified without User's consent or notification. Services provide at "AS IS" and "AS AVAILABLE" basis, and RoboHero does not guarantee meeting User's needs and expectations unless explicitly and unambiguously stipulated by the Terms and Conditions.

**2.6.** RoboHero reserves the right to stop providing the Services at any time either permanently or temporarily, without any RoboHero's obligation to make any compensation or refund, in the events described in clause 3.8 below, or, of reasonable notice.

**2.7.** Services may not be accessible in some countries, and RoboHero at its sole discretion has the right to limit the provision of Services in any areas at any given time. In this case, the Terms and Conditions shall be deemed as void in such areas and no RoboHero's obligations shall arise hereunder.

**2.8.** RoboHero may provide technical support for Services from time to time at its own discretion. Such technical support will be provided for free. The User agrees that such technical support, maintenance works or other circumstances may make Services inaccessible and cause outages. The User agrees that outages

caused by technical support, maintenance works or by any other causes are of normal nature and do not affect Service quality.

**2.9.** Some Services may be provided via various third-party gaming platforms (Nintendo, Google Play Store, Apple App Store, Nintendo Game Store etc.). The use of such platforms is subject to the terms and conditions of the relevant platform. RoboHero does not regulate or in any way control User's usage of such platforms, any reference to third-party platforms are given by RoboHero "AS IS", without warranty of any kind, either express or implied.

**2.10.** The User acknowledges and agrees that RoboHero is under no obligation to provide the User with any specific support or maintenance in connection with the provision of Services, unless such obligation is imposed on RoboHero by virtue of applicable law. However, subject to other provisions of these Terms, RoboHero will endeavor to help the User with any problems or questions you may have with the Services. You can contact our Support Service as instructed in Section 13 below. This will accelerate the response to User's request by providing RoboHero's representatives with all the information they need to solve the problem in a reasonable time.

**2.11.** The User shall keep confidentiality of all correspondence with RoboHero, including its Support Service. Any information received from RoboHero (or any of its representatives), including, without limitations, on technical, customer or other support issues, is confidential and shall not be made public or disclosed to any third party, unless explicitly permitted by RoboHero.

## **3. ACCOUNT**

**3.1.** To use some of the Services or their parts, the User creates an Account and provides information necessary for the provision of Services in accordance with RoboHero's Privacy Policy.

**3.2.** The User is solely responsible for providing accurate and true information and keeping it up-to-date, without prejudice to data subject's right to rectification as specified by RoboHero's Privacy Policy. This provision does not apply to username (unique User's identifier). Offensive, illegal and otherwise non-appropriate usernames are prohibited.

**3.3.** The User is NOT allowed to provide any information that refers to third persons or false identities, or other information providing of which (including, without limitations, by means of publication) infringes third party rights or any applicable law.

**3.4.** The User shall not create multiple accounts.

**3.5.** The User shall keep login and password for Account access strictly confidential. The User is solely responsible for maintaining the confidentiality of the login details and unauthorized access to Account. Any use of Account with User's login and password will be considered to be carried out by the User. The User shall immediately notice RoboHero if there is any breach or misuse of User's Account.

**3.6.** The User shall not sell (or buy), rent, exchange or give away an Account.

**3.7.** The User shall use Services and Account for non-commercial, personal and lawful purposes only. Such purposes shall correspond with the nature, purpose or functions of Services.

**3.8.** RoboHero may at its own discretion deactivate or delete a User's Account without any notice in the following cases:

**3.8.1.** If User violates any provision of Terms and Conditions (including these Terms) or there is any reasonable suspicion of User's failure to comply with them.

**3.8.2.** If User fails to confirm reaching the age in accordance with 2.1 or duly receiving parental consent;

**3.8.3.** If User exercises one of its rights regarding their personal data according to RoboHero Privacy Policy (e.g. right to restrict processing, right to be forgotten) making maintaining Account by RoboHero impossible;

**3.8.4.** If RoboHero ceases offering the Services and/of their part.

**3.9.** The User may delete an Account at any time.

**3.10.** Deactivation or deletion of the Account either by the User or by RoboHero leads to termination of the Terms and Conditions (including these Terms). Unless applicable law requires otherwise, RoboHero is not required to provide refunds, benefits, or other compensation if User requests the deletion of an Account, or an Account is deleted in accordance with clause 3.8 of these Terms.

**3.11.** The User acknowledges that the User has no ownership or other proprietary rights in the Account. RoboHero grants access to the Account solely for providing the User the Services.

## **4. COPYRIGHT**

**4.1.** All Services, including intellectual property rights, are owned by RoboHero or RoboHero has the right to provide them. Unless otherwise specified by Terms and Conditions, RoboHero grants the User a non-exclusive, non-sublicensable, non-transferable, limited license to use Services in accordance with their functions solely for private non-commercial use, subject to compliance with Terms and Conditions (including these Terms).

**4.2.** In respect of all provided Services and its content and information the User shall not:

**4.3.1.** Infringe RoboHero's intellectual property rights and use any portion of the Services for any purpose other than its intended purpose.

**4.3.2.** Copy, distribute, resell, assign, rent, lease, reproduce, adapt, sub-license, publicly perform, modify, decompile, reverse-engineer, translate, disassemble, delete technical protection measures, create derivative works.

**4.3.3.** Use viruses, malware, or spyware.

**4.3.4.** Delete or modify copyright, patent, trademark notices and etc.

**4.4.** Should the User provide to RoboHero any copyrighted materials owed by the User, the RoboHero acquires a perpetual, irrevocable, transferable, sub-licensable and royalty-free license to use such materials on any territory without limitations of terms and purposes without User being mentioned as the owner of such materials. The User is not allowed to provide any materials unless he has the authorized right to do so. By providing any materials the User represents and warrants that such materials do not infringe the privacy rights, property rights, or any other rights of any person or entity and such materials are free of viruses, spyware, worms, adware or other malicious code. RoboHero does not claim any ownership rights in User's materials, and nothing in these Terms and Conditions (including these Terms) should be construed as limiting any rights the User may have to use and exploit the User's materials.

**4.5.** RoboHero does not check the User's right to provide any materials, as well as their originality. RoboHero shall bear no responsibility for the content of such materials. The User uses other User's materials at their own risk and responsibility. For any objectionable content (whether illegal or infringing your rights), please contact RoboHero Support Service.

**4.6.** RoboHero reserves the right to remove any materials provided by the User without notice.

## **5. FORUM AND COMMUNICATION**

**5.1.** The User may communicate with other users via messages through Services (e.g. Web-site forum, commentaries or in-game chats). RoboHero may impose additional rules for such communication, inter alia by incorporating them in the Terms and Conditions.

**5.2.** The User may also contact RoboHero via messages through Services, forum or e-mail, and vice versa.

## **6. USER'S CONDUCT**

**6.1.** When using the Services, the User is NOT allowed to do the following:

**6.1.1.** to post, publish, send, promote, cite, put link to information that

**6.1.1.1** infringes third parties' rights, including intellectual property rights,

**6.1.1.2** is of advertising or promotion nature,

**6.1.1.3** is offensive, including in any of the following ways – religiously, sexually, racially, nationally, personally,

**6.1.1.4** uses defamatory, abusive and threatening language,

**6.1.1.5** contains nudity or of sexual and pornographic nature,

**6.1.1.6** is unlawful, deceptive or fraudulent,

**6.1.1.7** invades someone's privacy,

**6.1.1.8** contains harassment or promotes and encourages harassment and/or excessive violence,

**6.1.1.9** encourages criminal offense or give rise to civil liability,

**6.1.1.10** otherwise violates the Terms and Conditions (including these Terms) or any applicable law.

**6.1.2.** to intentionally affect any other party's use and experience of the Service.

**6.1.3.** to try to gain unauthorized access to the Services, third party Accounts or to collect information from or through the Services other than permitted by Terms and Conditions.

**6.2.** The above-mentioned list of conduct rules is non-exhaustive. The decision on the consequences of violating the User's conduct rules is made in each case independently at RoboHero's discretion. You have the right to object RoboHero's decision by contacting our Support Service.



## **7. SERVICE TESTING**

**7.1.** RoboHero may provide the User with a limited, non-transferable, non-exclusive, revocable right to use test versions of Services to identify errors and help improve their functioning. User's participation in Service testing is subject to Terms and Conditions (including these Terms). Such testing may include alpha and beta tests, including closed ones, which shall remain confidential as provided by clause 9.3 below.

**7.2.** Participation in tests is free and private. Transferring the access (as well as the rights to access) to the Services to third parties is prohibited.

**7.3.** All information (including without limitation any comments, ideas or other feedback) acquired and/or provided by the User during the closed tests shall be deemed as strictly confidential. The User has no right to disclose to third parties any information about the Service that is at the stage of closed Service testing, including, but not limited to, information about the features of the functionality of Services, gameplay, plot, publish or transfer to third parties screenshots of the Services, screen recording containing closed Services, information about errors found in the Service, stream gameplay (or any other use of Services) in real time, as well as perform other actions to disclose any information about the Services. The privacy statement is valid indefinitely, or for the longest possible period permitted by applicable law if indefinite validity is not permitted thereby. The User agrees that irreparable damage would occur in the event of violation of such confidentiality, and RoboHero is entitled to full compensation for the harm RoboHero has sustained as a consequence thereof.

**7.4.** Test versions of Services may become unavailable at any time at RoboHero's discretion, as well as User's progress, achievements, in-game items and other data. Service testing is provided for testing on "AS IS" basis and RoboHero makes no warranty to the User of any kind, either express or implied.

## **8. WARRANTY DISCLAIMER AND INDEMNIFICATION**

**8.1.** Services are used at User's own risk and with your agreement that the User will be solely responsible for any damage to User's device, loss of data, or other harm that results from such activities. RoboHero does NOT make any warranties in respect to Services unless otherwise expressly specified in these Terms and Conditions, including without limitation Services being accessible, risk-free, fit for a particular purpose, error-free and suitable and unharmed for User's health and well-being. Except agreed by RoboHero in writing, contractors, agents, dealers or distributors of RoboHero or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.

**8.2.** The User will indemnify and keep indemnified RoboHero and its agents, employees, directors, successors, assignees, licensee from and against any and all claims, liabilities, losses, costs and damages (including legal costs and expenses) arising directly or indirectly in connection with or related to User's conduct or violation of these Terms and Conditions (including these Terms).

**8.3.** In no event shall RoboHero or any of its affiliates, parents, subsidiaries be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption), under any theory of liability, resulting from, arising out of or in connection with the use of, or inability to use the Services or the content, products, service, the statements or actions of any third party on or through the Services, any unauthorized access to or alteration of your transmission or data, any information that is sent or received, or not sent or received, any failure to store data, any loss of data, loss or damage to files, loss or damage to the content, any Services available, even if RoboHero has been advised of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation. Furthermore, because some jurisdictions do not allow or limit the exclusion or limitation of liability for consequential or incidental damages or do not allow the exclusion or limitation of implied warranties, the above limitation may not apply in particular circumstances.

## **9. MISCELLANEOUS**

**9.1.** Terms and Conditions (including these Terms) are legally binding upon all Users and constitute a written agreement between the User and RoboHero.

**9.2.** Terms and Conditions (including these Terms) may be updated and changed from time to time. RoboHero will notify User of any changes of the Terms and Conditions by posting the amended Terms and Conditions or, in the case of material modification, by sending a request to the User to accept or reject amended Terms and Conditions (if the user has an Account). The User's continuing use of Services after a change or update has been made will constitute User's acceptance of the amended Terms and Conditions.

**9.3.** Should the User have a dispute with RoboHero, the version of the Terms and Conditions in effect at the time RoboHero received a notice of the dispute will apply to such dispute.

**9.4.** The User does not have the right to assign any rights and obligations under the Terms and Conditions to third parties. RoboHero reserves the right to assign its rights and obligations under the Terms and Conditions to any third party at its sole discretion. In case of assignment, RoboHero shall notify Users thereof by amending the Terms and Conditions.

**9.5.** The provisions of the Terms and Conditions (of any integral part thereof) are severable, and the invalidity, illegality or unenforceability of any provision thereof shall not affect the validity, legality or enforceability of the remainder of the Terms and Conditions. In the event of anyone or more of the provisions of the Terms and Conditions being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of thereof, and the Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision was not a part of the Terms and Conditions which shall be carried out as nearly as possible in accordance with its original terms and intent.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

**10.1.** These Terms and Conditions (including these Terms) and any claims or dispute arising hereto are governed by the laws of Estonia.

## **11. CONTACT INFORMATION**

**11.1.** To contact RoboHero, please use our Support Service website currently available at: [hello@robohero.io](mailto:hello@robohero.io)