

## Build A Rocket Boy®

### Terms of Use

Effective Date: May 1, 2025

These updated [Terms of Use](#) will come into effect on 1 May 2025. Until 1 May 2025, you can find our existing: (i) [EVERYWHERE Terms of Use](#) for our game, EVERYWHERE; (ii) [EVERYWHERE Web Terms of Use](#) that apply when you visit our EVERYWHERE website; and (iii) the [Web Terms of Use](#) that apply when you visit our Build A Rocket Boy website.

**IMPORTANT NOTICE: PLEASE READ THESE TERMS OF USE CAREFULLY—THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, AND INCLUDE WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. THEY ALSO REQUIRE DISPUTES BETWEEN YOU AND US TO BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AND TO WAIVE ANY RIGHT TO A JURY TRIAL, CLASS OR COLLECTIVE ACTIONS OR PROCEEDINGS, AND ANY OTHER COURT PROCEEDING OF ANY KIND, SUBJECT TO LIMITED EXCEPTIONS. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT PROCEDURES DESCRIBED BELOW, YOU WILL BE BOUND BY THESE TERMS. THE FULL TERMS OF THE ARBITRATION AGREEMENT ARE BELOW. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR EXCLUDE THE APPLICATION OF ANY MANDATORY CONSUMER LAWS IN YOUR JURISDICTION OF RESIDENCE.**

#### 1. Legally-Binding Contract and Acceptance of Terms

1.1 Please read this agreement carefully. It is a legally binding contract between you (“**Users**” / “**you**” / “**your**”) and Build A Rocket Boy Limited (“**Build A Rocket Boy**” / “**we**” / “**our**”) that explains the terms upon which we offer you access to our websites, including any content, services, accounts, products, features, functionalities, software applications and programs, that are made available to you on or through our websites. Together we call these (including any updates, upgrades, patches or modifications that we make to any of these) the “**Services**”.

These Terms of Use also explain the terms upon which we may make available to you the following software programs and applications, whether directly via our Services, or via a third party platform such as Steam, Epic Games Store, Xbox, PlayStation etc. (a “**Third Party Platform**”):

- our interactive platform “EVERYWHERE”;
- our interactive video game, “MINDSEYE”; and
- other games and platforms that we may make available to you, now or in the future, which reference, are subject to, or incorporate these Terms of Use.

In this agreement, we call each of these a “Game” and together, the “Games”, and the terms “Game” and “Games” shall include any patches, updates, and downloadable content associated with these software programs and applications, any authorised software needed to operate and access them and any content, services, products, features and functionalities that we make available on or through any of the Games. For clarity, “Services” as used throughout shall include any such Games, unless otherwise expressly stated.

**BY ACCESSING OUR SERVICES AND ANY GAME, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS THEN YOU MAY NOT DOWNLOAD OR USE THE SERVICES AND OUR GAMES.**

**THE SERVICES AND GAMES AND ANY ASSOCIATED SOFTWARE ARE LICENSED TO YOU, NOT SOLD. YOUR LICENSE CONFERS NO TITLE OR OWNERSHIP TO THE SERVICES OR GAMES. THE ONGOING SUPPLY OF THE SERVICES AND OF ANY GAME (OR ANY PARTS OF THE SERVICES OR GAMES) AND ASSOCIATED CONTENT IS NOT GUARANTEED. WE MAKE NO GUARANTEE THAT THE GAME WILL BE AVAILABLE AT ALL OR SPECIFIC TIMES, IN ALL OR SPECIFIC LOCATIONS, OR THAT WE WILL CONTINUE TO OFFER THE SERVICES AND GAMES AND ASSOCIATED CONTENT FOR ANY PARTICULAR LENGTH OF TIME.**

**FROM TIME TO TIME, WE MAY ALLOW YOU TO PARTICIPATE IN A TEST VERSION OF A GAME (E.G. AN ALPHA OR BETA TEST). YOU MUST AGREE TO THE GAME TEST TERMS (IN SECTION 21) TO PARTICIPATE. PLEASE READ THESE CAREFULLY. YOU MAY NOT PARTICIPATE IN ANY TEST VERSION OF OUR GAMES UNLESS YOU AGREE TO THE GAME TEST TERMS AND THIS AGREEMENT.**

1.2 To maximise the experience of all Users of the Services and Games and maintain an enjoyable and safe online environment, Build A Rocket Boy has established these Terms of Use that apply to all use of the Services and Games. All policies and terms posted on any of the websites operated by or on behalf of Build A Rocket Boy relating to our Services and Games, or displayed within and through the Services or our Games, and any other agreements, addenda, or terms entered into by you and Build A Rocket Boy that are governed by, or otherwise incorporate by reference, these Terms of Use, are together referred to as the “**Terms**” and are incorporated into these Terms of Use. Please make sure to read them carefully and understand them fully, as the Terms are a legally binding agreement (“**Agreement**”) between you and Build A Rocket Boy. You agree to these Terms when you use our Services and our Games.

### ***Privacy Notice***

1.3 Please read carefully our [Privacy Notice](https://www.buildarocketboy.com/privacy-notice) (available at <https://www.buildarocketboy.com/privacy-notice>). This explains how we use your personal data that you share with us through your use of the Services and our Games.

You agree that we may automatically collect information about your use of our Games and Services such as Gameplay Data (e.g., IP address, device information), Technical Data (e.g., the pages you visit, recordings of site navigation and cursor movements clicks, and similar usage information), Transaction Data (e.g., purchasing, licensing, and entitlement data), In Game Social Data (e.g., your communications and interactions with players), and Customer Support Data – all as further described in our Privacy Notice - and that we may use such information for providing, maintaining, and developing the Services and Games and for online safety and security purposes as further described in our [Privacy Notice](#) (available at <https://www.buildarocketboy.com/privacy-notice>).

### ***Additional Build A Rocket Boy Terms***

1.4 Certain Terms apply only to particular parts of the Services and Games:

(a) the [EVERYWHERE Brand Usage Guidelines](#) (available at <https://everywhere.game/brand-usage-guidelines>) explain how you may make use of certain trade names, trademarks and other intellectual property belonging to Build A Rocket Boy relating to EVERYWHERE;

(b) the [EVERYWHERE Community Guidelines](#) (available at <https://everywhere.game/community-guidelines>) set out our general expectations and rules for your enjoyment of, and interaction with, the content, experiences and functionalities within EVERYWHERE;

(c) the [EVERYWHERE Advertising Policy](#) (available at <https://www.buildarocketboy.com/everywhere-advertising-policy>) governs all information displayed within EVERYWHERE by Users and companies to communicate any kind of message for commercial purposes;

(d) the [EVERYWHERE Builder Terms](#) (available at <https://www.buildarocketboy.com/everywhere-builder-terms>) govern creation and use of User Generated Content within EVERYWHERE;

(e) the [Additional EVERYWHERE Terms](#) (available at <https://www.buildarocketboy.com/everywhere-additional-terms>) set out certain additional terms that relate to the current Test Version of EVERYWHERE, including information and rules about the EVERYWHERE economy and what we base our recommendations on when we recommend certain content to you relating to EVERYWHERE; and

(f) the [Glossary](#) (available at <https://www.buildarocketboy.com/glossary>) This explains some of the most important concepts of certain of our Games in more detail.

For clarity, all of the above terms shall be considered Terms and are incorporated into these Terms of Use.

### ***Additional Third Party Platform Terms***

1.5 If you are accessing the Games via any Third Party Platform then you should carefully read the terms of the Third Party Platform before you accept them. They will apply in addition to these Terms and form part of these Terms of Use. You must comply with any applicable Third Party Platform terms.

## **2. General Rules for Accessing the Services and Games**

2.1 By accessing, downloading, installing or using the Services or any Games, you agree to be bound by, and to comply with, all applicable Terms. From time to time, in order to have access to certain features or functionalities or other services, we may request that you download updated or additional software. The terms of use of such software may be subject to additional terms between you and Build A Rocket Boy.

### ***Age Requirements and Acceptance of Terms by An Adult***

2.2 You may not use the Services or the Games or agree to these Terms of Use or any other Terms if you are under 13 years old. Some parts of the Services and certain Games have age restrictions: you must only use the applicable part of the Service, and play the relevant Game, if you meet or are above the minimum age rating for such part of the Service or Game.

2.3 If you are between the ages of 13 and the legal age of majority in your jurisdiction (which will typically be 18 years old) (“**Minor User**”), you will require a parent or other legal guardian (“**Guardian**”) to allow you to agree to these Terms of Use and the other applicable Terms. If you are a Minor User, you and your Guardian must both read and accept these Terms of Use and any other Terms. We may immediately suspend your access to the Services and / or any Games if we are not satisfied that acceptance by your Guardian has been given. We may also immediately suspend your access to the Services and any Game if you create an Account and falsely indicate that you are not a Minor User when you actually are. Guardians are responsible for the acts of Minor Users when accessing the Services.

2.4 If you (or your Guardian, as may be applicable here and in the following Terms) do not agree to these Terms of Use or any other applicable Terms in full, you may not use the Services and you may not download and use any Games.

## **3. Accounts and Termination**

### ***Account Registration and Applicable Terms***

3.1 To use some of the Services and Games, you may be required to register for either an account with a Third Party Platform or a Build A Rocket Boy account, or both. If you are creating an account with a Third Party Platform then please carefully read their terms as these will apply to your use of their account. You must be eligible to use the

relevant Service or Game for which you are registering and must be a resident of a country where use of the Services or Games are permitted.

3.2 If you set up an account with Build A Rocket Boy (we refer to such Build A Rocket Boy account in these Terms of Use as an “Account”) then these Terms apply to your use of that Account. Please note that in some circumstances, an Account may automatically be created for you when you access certain Games for the first time on a Third Party Platform. Please see our [Privacy Notice](#) (available at <https://www.buildarocketboy.com/privacy-notice>) for further details.

### ***Build A Rocket Boy Accounts***

3.3 If you register for an Account the terms set out in these Terms of Use apply. To register for an Account you will need to submit certain information such as a username and a password. Build A Rocket Boy has the right, in our sole discretion, to change any username if we deem the username you have chosen impersonates any other user, suggests you are affiliated or in some way associated with a well-known brand, celebrity or other figure (when you are not), suggests you are a Build A Rocket Boy employee (when you are not), potentially infringes any third party’s rights or is misleading, offensive or unlawful.

3.4 If you are a Minor User and wish to set up an Account, in addition to the requirements of Section 3.3, you will also need to supply us with the name and email of your Guardian so that we can notify them that you have registered for an Account. We may immediately suspend your access to the Services or any of our Games if you provide false information concerning your age during the registration process, or we are not satisfied that your Guardian has given their permission for you to create an Account, or not read and accepted these Terms of Use and any other Terms.

### ***Keeping your Account Information Accurate***

3.5 You warrant and undertake that all the information you supply during registration for your Account is truthful, complete and correct. You accept and understand that you are obligated to ensure that all information held about you by Build A Rocket Boy is up to date. You can notify an update to your registration details at any time by editing the information contained within your Account or contacting [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

3.6 If Build A Rocket Boy is notified or otherwise has reason to believe that the information you have provided is fully or partly inaccurate, incomplete or not up-to-date, Build A Rocket Boy has the right to request that you provide updated information without delay. If you fail to provide, correct, update or complete the information as requested, Build A Rocket Boy is entitled to block you from using the Services or the relevant Games until you have fully complied with the request.

### ***Keeping Your Account Secure***

3.7 Any username and password chosen by or issued to you upon or for registration with Build A Rocket Boy is personal to you and should only be used to facilitate your use of the Services. You agree that you must not disclose your password to any third party without Build A Rocket Boy's prior written consent.

3.8 If you believe that the security of your username, password or Account may have been compromised, you must inform Build A Rocket Boy immediately. You can contact us at: [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

3.9 You accept and understand that you are solely responsible for all use of the Services and any Games undertaken through your Account and by use of your username and password. Do not share your Account name or password with any other person or allow any other person to use your Account. Build A Rocket Boy is not liable for losses or damage resulting from any negligent or improper use of your Account name, password, Account or any use by any third party that results from failure to comply with these terms.

3.10 You should, to the extent the Services and Games allow it, back up any data files relevant to your use of the Services and Games to another secure location on a regular basis.

### ***Suspension and Termination of Account and Agreement***

3.11. Termination by you:

You may close your Account and terminate this Agreement with Build A Rocket Boy at any time by asking us to delete your Account or telling us you want to end your Agreement with us. You can do this by emailing us at [support@buildarocketboy.com](mailto:support@buildarocketboy.com). You can also use the "Delete my Account" button within your Account to delete your Account.

3.12 Termination (and other actions) by Build A Rocket Boy:

The below applies only to the extent permitted by applicable law:

**The following applies to residents based *outside* of the European Union and the United Kingdom:**

(a) *Breach by You*: if you breach any of these Terms, including the terms of any Third Party Platform that you have agreed to in order to access the Games on a Third Party Platform ("**Third Party Terms**"), then all licenses we grant to you in these Terms (including to download and use the Services and the Games and associated content) will automatically terminate without notice to you.

(b) Build A Rocket Boy may terminate this agreement and the Terms without cause at any time and for any reason or no reason with immediate effect by giving you written notice of the termination.

(c) Build A Rocket Boy may suspend, modify, cancel, delete or close your Account at any time and for any reason or no reason, with or without notice.

**The following applies to Residents based *within* the European Union and United Kingdom:**

(a) *Serious Breach by You*: if you commit a **Serious Breach** of any of these Terms then Build A Rocket Boy may, at its discretion, do one or all of:

- suspend, modify, cancel, delete or close your Account; and
- terminate all licenses we grant to You in these Terms (including the license we grant You to download and use the Services and the Games).

By “**Serious Breach**” we mean committing a breach of an important term in these Terms. For instance, a serious breach would include any breaches of any of Section 7.4, Section 8.2 and Section 8.3, or repeated breaches of these or other Terms.

(b) Build A Rocket Boy also has the right at any time to suspend, modify, cancel, delete or close your Account, or terminate this Agreement and the Terms, without cause (meaning even if you are not in breach of this Agreement), if we:

- have a valid reason to do so; or
- for no reason at all, in which case we will give you reasonable prior notice before taking any of these actions.

Non-exhaustive examples of valid reasons include:

- we have reasonable cause to believe that you are creating problems or possible legal liabilities for, or are infringing the rights of, Build A Rocket Boy, any of our Users or third parties; or
- if we have reasonable cause to believe that such restrictions will improve the security of the communities who play our Games or will reduce Build A Rocket Boy’s, or a User’s, exposure to financial liabilities; or
- if, despite our reasonable efforts, we are unable to verify or authenticate any information you provide to us; or
- if you Account has been inactive for more than one year; or
- if the Service or Game you are using or playing is no longer supported or we wish to cease offering it for economic reasons due to there being a limited number of Users using it or playing it.

If you believe that we have incorrectly exercised our rights to take the actions specified under this **Section 3.12**, you may appeal this decision in accordance with these Terms. Please see **Sections 11 and 13**, as applicable, for further details.

### ***Consequences of Termination or Suspension***

3.13 If your Account has been terminated or suspended by Build A Rocket Boy, you may no longer use the Services. If we have terminated our Agreement with you then you may no longer use our Services or our Games.

3.14 In the event of termination of this Agreement and your Account, You should immediately stop using the Services and the Games and delete or destroy all copies of them in your possession or control. The respective rights and duties of Build A Rocket Boy and you will terminate except that all provisions of the Terms which are to expressly survive expiration or termination will remain effective.

3.15 If your Account has been closed and your agreement with us terminated, to the fullest extent permitted by applicable law, you will lose all rights of use you may have acquired during your use of the Services and playing the Games, including your rights in all virtual currencies and virtual items, including Data Cubes, Cash Cubes, STAMPS and any other virtual items you have acquired without any compensation owed to you by Build A Rocket Boy, by other Users, or by any other third party.

## **4. Updates and Changes to the Services and Games**

4.1 Build A Rocket Boy may regularly update our Services and Games. This may happen, for instance, to make new content accessible to you, to enhance existing content, to apply security-related updates or to remove redundant features. Build A Rocket Boy will provide you with any download or installation instructions where necessary. Build A Rocket Boy may apply updates to servers automatically, including updates that remove, add or change features. Build A Rocket Boy may deliver and install local updates automatically. In particular, modifications by you or third parties may not work anymore after an update. Updates of and changes to the Services and Games that are required to ensure their conformity will be deemed to be effective immediately and without notice.

4.2 If you choose not to download or install updates of which you were informed and that are made available to you, some features of our Services and of our Games may no longer be available, supported, or have all functionalities. In such cases where you decide not to download or install updates or do so in a manner differently than as instructed by Build A Rocket Boy in any corresponding update instructions, Build A Rocket Boy will not be liable for any faults, defects or under-performing functions which can be attributed to the failure of downloading or installing such updates.

4.3 If at any point you disagree with a change made by Build A Rocket Boy to the Services or to any of our Games, you must no longer use the Services or the applicable



Games. In such a case, you are entitled to terminate your Agreement with us free of charge pursuant to **Section 3.11**.

**4.4 For UK residents only:** we will try to give you reasonable notice of any suspension or withdrawal of the Services and any Games. Although updates and modifications that address new features of the Services and Games or that are made for legal reasons will be deemed to be effective immediately and without notice, we will still try to give you reasonable notice of any major updates and modifications of this nature before they become effective. Any update will: (i) be of satisfactory quality; (ii) match the information previously provided to you; and (iii) not cause the Services and Games to no longer match the description previously provided to you.

## **5. Changes to the Terms of Use and/or Terms**

5.1 Build A Rocket Boy may change these Terms of Use and the Terms as we deem necessary. We will inform you of material changes in accordance with Section 5.2. If you do not agree to such changes of the Terms of Use and/or Terms, you must no longer use the Services or the relevant Game. In such a case, you are entitled to terminate your Agreement with us free of charge pursuant to Section 3.11.

5.2 Build A Rocket Boy will provide you with reasonable advance notice of any material updates or changes to these Terms of Use and any Terms by any reasonable means of notification, including email, Account notifications or by posting them on our Services or in our Games. If you do not agree with any Terms, including any changes to the Terms or any other Terms, you must stop using the Services or relevant Game. Your continued use of the Services/Game (as applicable) constitutes acknowledgment of, and agreement to, the Terms, including any changes to the Terms, or other Terms.

5.3 Updates of, and changes to the Services and our Games that are required to ensure their conformity, and non-material changes to the Terms of Use and/or other Terms that address such updates and changes to the Services and our Games, will be deemed to be effective immediately and without notice.

5.4 Any dispute arising under these Terms of Use and/or any other Terms will be handled in accordance with **Sections 11 and/or 13**, as applicable.

## **6. Rights in the Services and Games; Liability for Third Party Content and Services**

6.1 Build A Rocket Boy asserts and reserves all rights in the Services and the Games. The Services and Games are made up of copyright protected works of Build A Rocket Boy and its licensors. Any right, title, interest and ownership right in the Services and Games and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor and other intellectual property rights ("**Intellectual Property Rights**"), in or connected with the Services and

the Games and each part thereof are owned by, belong to and vest in Build A Rocket Boy or its licensors (subject to our Builder Terms and any separate written agreement between you and Build A Rocket Boy, both as they apply solely to ownership of UGC). The Services and our Games are protected by copyright law, international copyright treaties and conventions and other laws. All rights are asserted and reserved. The Services and Games may contain certain licensed materials and Build A Rocket Boy's licensors may act to protect their rights in the event of any breach of the Terms. All trademarks are the property of their respective owners.

### ***Using our Trade Marks and other Intellectual Property***

6.2 For further information on the use of Build A Rocket Boy's trade names, trademarks and other intellectual property, please carefully read our [EVERYWHERE Brand Usage Guidelines](https://everywhere.game/brand-usage-guidelines) (available at <https://everywhere.game/brand-usage-guidelines>). The EVERYWHERE Brand Usage Guidelines are subject to these Terms of Use. In the event of any inconsistency between the EVERYWHERE Brand Usage Guidelines and these Terms of Use, these Terms of Use will override.

### ***Our Rights to Use Content you Upload to our Services and Games***

6.3 When you upload content of any kind to the Services and /or to any of our Games (or any parts of them) or create or build content of any kind in them, in consideration for using the Services and our Games:

(a) you grant Build A Rocket Boy the perpetual, worldwide, non-exclusive, royalty-free, irrevocable, right and license, with the right to sublicense to any person or entity, to host, store, transfer, translate, localise, publicly display, publicly perform (including by means of digital audio transmissions, and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), copy, modify, enhance, distribute and use that content (including, without limitation, creating and using derivative works), including any trademarks you own or control and that are associated with and uploaded to the Services and/ or our Games for use with that content, in the Services and our Games and/or in connection with the Services and/or the Games. This includes, but is not limited to, the right to sublicense to other Users the right to transfer, translate, localize, publicly display, publicly perform (including by means of digital audio transmissions and/or on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, enhance, distribute and use that content in the Services and the Games and/or in connection with the Services and the Games;

(b) you agree that Build A Rocket Boy may use your content in any media and channels of distribution now known or developed hereafter, in connection with marketing and advertising for the Services, the Games and/or for Build A Rocket Boy. The right to market and advertise the Services and the Games using your content (ancillary use) will

not include any use that is focused solely on promoting that content (as reasonably determined by Build A Rocket Boy) without your approval, but Build A Rocket Boy can generally reference your content together with other content or material without your approval to promote, market or advertise Build A Rocket Boy, the Games and/or the Services;

(c) you also agree that Build A Rocket Boy may use your content for non-commercial and educational purposes in the context of the Games and/or the Services without your approval (ancillary use), as reasonably determined by Build A Rocket Boy; and

(d) to the extent permitted under applicable law, you waive your moral rights in the content and agree not to assert such rights or any other intellectual property rights you have in the content against us, our licensees or our assignees. Unless otherwise agreed in a separate written agreement between you and Build A Rocket Boy, you will not be entitled to any payment or other compensation for your use of any content that Build A Rocket Boy has created or developed.

### ***Liability for Content and Services offered by Third Parties in our Games and Services***

6.4 We strive to provide you with the best possible service and experience at all times, but cannot guarantee that the Services, the Games and the content provided therein, will always be available, accurate, complete, and up-to-date. You acknowledge and agree that Build A Rocket Boy is not responsible for examining or warranting the content and services provided by third parties or by other Users within the Services and the Games, and that you will not hold or attempt to hold us liable for any actual or perceived defects of such third-party content and services. You may report content in accordance with the procedures set out in Section 9 of these Terms of Use, in particular Section 9.3(a) and 9.3(b).

### ***User Generated Content***

6.5 Some of our Services and Games provide certain builder tools offering unique opportunities and experiences to Users for the creation of User Generated Content (“**UGC**”). Build A Rocket Boy owns and controls all rights in these tools and all their distinct parts and features. Users may only use these tools in a way that is consistent with the Terms. Using the builder tools does not give the Builder any ownership rights in these tools. For further information on creating UGC, see the [EVERYWHERE Builder Terms](https://www.buildarocketboy.com/everywhere-builder-terms) (available at <https://www.buildarocketboy.com/everywhere-builder-terms>).

6.6 To help our Users find interesting, engaging and relevant content and UGC within some of our Services and Games, we may highlight different types of content on our landing pages. We currently do not accept payment for featuring UGC or boosting the visibility of specific types of content on our landing pages in any of our Games. Please

see the [Additional EVERYWHERE Terms](https://www.buildarocketboy.com/everywhere-additional-terms) (available at <https://www.buildarocketboy.com/everywhere-additional-terms>) for details of what our recommendations are based on for EVERYWHERE.

### ***Unsolicited Submissions from You***

6.7 Build A Rocket Boy does not accept any unsolicited feedback or ideas, including submissions around concepts, creative ideas, suggestions, stories, scripts, products, games or any other potential creative content (together “**Unsolicited Content**”). By nonetheless providing us with such, you renounce any possible claim against us and our affiliates with respect to any intellectual property rights vested in such Unsolicited Content, including, but not limited to, copyrights. We will also not compensate you in such instance. Any Unsolicited Content will be disregarded to avoid any possible misunderstanding around intellectual property rights vested in our Services and our Games. Receiving your submission of Unsolicited Content will not prevent us from offering, promoting, or developing products, services or games that compete with your Unsolicited Content, or working with others to do so. By submitting any Unsolicited Content to us, you are agreeing to these terms.

### ***Feedback from You***

6.8 From time to time, (for instance before, during and after a Beta Test), you may be invited to provide feedback (“**Feedback**”) to Build A Rocket Boy relating to your experience of the Services (for instance, but not limited to, via surveys, private Discord server submissions or discussions or via email to us to a dedicated email address that we may notify you of). You hereby agree that to the extent that you provide any Feedback to Build A Rocket Boy or any of its affiliates or to any of their respective employees, agents or contractors, you hereby assign, and agree to assign on a rolling basis, all right, title and interest in and to such Feedback to Build A Rocket Boy and you waive all moral rights and similar rights throughout the world in and to such Feedback.

## **7. Your License to use our Services and our Games (End User License Agreement)**

7.1 Your use of the Services and our Games is governed by the Terms. Any use, reproduction or redistribution of the Services (or parts of them) and any Games that is not in accordance with the Terms is expressly prohibited.

7.2 Build A Rocket Boy grants (and by accessing, installing and/or using the Services and any Game you accept) a limited, non-exclusive right and license to install and/or use at any one time one copy or instance of the Service and Game (as applicable) for your personal, non-commercial use (except where commercial use is expressly permitted under the Terms) on a single computer (which may include, without limitation, compatible equipment or peripherals) subject to the Terms.

7.3 The Services and our Games are licensed, not sold. Your license confers no title or ownership in the Services and our Games or any part of them.

7.4 You may not, except as expressly provided by the Terms:

- (a) sell, distribute or otherwise transfer copies or reproductions of the Services and any Game or any part of them to any third party in any way;
- (b) in whole or in part reproduce, translate, reverse engineer, derive source code from, modify, adapt, merge, translate, disassemble, decompile, or create derivative works based on or of the Services or on or of any Game, except where applicable law provides otherwise, in which case the product and all end results of such acts shall belong to, vest in and be the exclusive property of Build A Rocket Boy on creation;
- (c) remove, disable or circumvent any proprietary notices, labels or copy protection software contained on or within the Services and any Game;
- (d) exploit the Services or any Game or any parts of them for any commercial purpose (except where commercial use is expressly permitted within the Terms);
- (e) use the Services or any Game or any parts of them for any illegal or immoral purposes;
- (f) export or re-export the Services or any Game or any parts of them or any copy or adaptation in violation of any applicable laws or regulations; or
- (g) otherwise use, copy, transfer, distribute, rent, lease, loan, sub-license or deal in the Services or any Game or any part of or interest in them, in any manner which is inconsistent with these Terms.

7.5 We're excited to see you enjoy the Services and our Games. As long as you follow the rules set out in our Terms, you can use the Services and our Games in the following ways:

- (a) to play the Services and our Games. We do not sell the Services, nor the Games to you. We and/or our licensors own the Services and our Games, and brands or content in the Services and Games, and grant to you a non-exclusive, personal right and licence to access the Services and Games in accordance with the rules set out in these Terms;
- (b) to use upgrades and updates which we hope to make available from time to time; and
- (c) where the Services and Games allow, to create and submit content in and to the Services and Games (in which case you give us irrevocable rights to the content in accordance with **Section 6**).

7.6 Build A Rocket Boy may provide updates (in accordance with **Section 4**) to the Services and Games that may add, change or remove some features of the Services and

Games. We do not, and cannot, guarantee that the Services and Games will always be fully available. For UK residents: we will try to give you reasonable notice of any suspension or withdrawal of the Services.

7.7 **Sections 7.1 to 7.6** also apply to additional features that form part of and enhance your use and enjoyment of the Services and Games and that may become accessible later. Such additional features are part of the Services and Games.

7.8 If your Account is terminated, your right and license to use the Services ends. In that event, you must immediately stop accessing the Services and destroy and erase all copies of the Services in your possession or control and stored on any media whatsoever. For information on termination, see Sections **3.11 to 3.15**.

**7.9 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE GAMES ARE PROVIDED “AS IS” WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITH LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE AND OUR LICENSORS DO NOT WARRANT THAT THE OPERATION OF THE SERVICES AND GAMES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS THAT MAY OCCUR FROM TIME TO TIME CAN ALWAYS BE CORRECTED.**

7.10 These Terms shall not limit any rights you might have as a consumer that may not be excluded under applicable law.

7.11 For UK residents: we only disclaim warranties or guarantees relating to the Services and Games to the extent permitted by applicable law. The warranties implied by law relating to satisfactory quality, merchantability, fitness for a particular purpose and non-infringement will apply to your use of the Services and any Games.

## **8. Rules for Your Use of the Services and the Games**

8.1 You agree not to violate any provision of these Terms of Use or any other Terms.

8.2 You agree that you will not post, communicate, transmit, build, create or make available to or through the Services or any Games any UGC, statement, material, communication or other content, nor engage in any use of the Services or Games that:

(a) is unlawful or which gives rise to civil or criminal liability;

(b) violates or breaches these Terms of Use or any other Terms;

(c) infringes the intellectual property rights that belong to or are licensed to Build A Rocket Boy. Some, but not all, actions that may be infringing are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works of content that belongs to Build A Rocket Boy or someone else;

- (d) infringes the intellectual property rights of any third party, including, but not limited to, copyrights, trademarks and trade names, patents and design rights;
- (e) is technically harmful, such as computer viruses, worms, logic bombs or other malicious software or harmful data;
- (f) circumvents any technical security measures we use to provide the Services and Games and to ensure their security;
- (g) amounts to unauthentic use, such as accessing the Services or Games with a bot, or scraper technology or any other process or software that intercepts, collects, reads, or mines information from our Services and Games;
- (h) is abusive, seditious, sexist, pornographic, homophobic, defamatory, libellous, discriminatory, obscene, racist or otherwise contradictory to widespread social moral norms and standards;
- (i) harasses any person;
- (j) collects information about Users without their consent;
- (k) except with the prior written consent of Build A Rocket Boy or otherwise as permitted by, and done in accordance with, the [EVERYWHERE Advertising Policy](https://www.buildarocketboy.com/everywhere-advertising-policy) (available at <https://www.buildarocketboy.com/everywhere-advertising-policy>), may be deemed advertising, marketing or commercial communication, or promotes the products or services of any person other than Build A Rocket Boy;
- (l) distributes or posts spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
- (m) promotes any illegal or unlawful activity, including but not limited to relating to solicitation, gambling or the unlawful sale of tobacco products, alcohol or prescription medicines;
- (n) contains hate speech, misinformation, incitement to violence, terrorist content, child sexual abuse material;
- (o) which seeks or attempts to make any arrangement to meet a person under the age of 18 in real life, including grooming;
- (p) contains any URLs or links to external sites without the prior express consent of Build A Rocket Boy;
- (q) contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; and/or
- (r) solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

For further guidance on prohibited content, please read our [EVERYWHERE Community Guidelines](https://everywhere.game/community-guidelines) (available at <https://everywhere.game/community-guidelines>).

8.3 You further agree that in any activity undertaken in relation to your use of the Services and our Games, you will not in any way conduct yourself in a manner which is unlawful, or which gives rise to civil or criminal liability, or which might call into disrepute the Services (or any part of them) or Build A Rocket Boy or of any of its licensors.

8.4 If you discover any content which you believe contravenes the Terms, please notify Build A Rocket Boy by emailing us at: [support@buildarocketboy.com](mailto:support@buildarocketboy.com) with all relevant details.

### ***Third Party Content Services***

8.5 Some parts of the Services or of the Games may include or make available content, tools or other materials of third parties (i.e., persons or entities other than Build A Rocket Boy) ("**Third-Party Content Services**"). Depending on the User's age, this could also include links to other websites, features that let Users link Accounts to other third party accounts, or third-party buttons (e.g., "like" or "share" buttons). Build A Rocket Boy does not control or take responsibility for any Third-Party Content Services that are accessible through the Services or the Games (including how those third parties collect, use and process User information). You understand that using the Services, the Games and any Third-Party Content Services contained therein, could subject you to third-party fees, terms, and policies, and you agree to pay all such fees and to comply with such terms and policies. For UK residents: you will only be liable for third-party fees and have an obligation to comply with a third-party's terms and policies, where you agree to do so in a separate agreement with the applicable third-party.

8.6 You understand that when using the Services and Games, you may come across Third-Party Content Services that:

- (a) you may consider offensive or objectionable;
- (b) may or may not be identified as containing explicit language;
- (c) may contain links or references to objectionable material; and/or
- (d) may not be available in all countries or languages.

8.7 You agree your use of any Third-Party Content Services is at your own risk and that Build A Rocket Boy will not have any liability to you for content (including Third-Party Content Services) that may be found to be offensive, inaccurate, illegal, unavailable, of poor quality or otherwise. If you do discover any Third-Party Content Services which you believe contravenes the Terms, please notify us by emailing us at: [support@buildarocketboy.com](mailto:support@buildarocketboy.com). with all relevant details.



### ***Anti-cheat technologies***

8.8 Build A Rocket Boy may implement tools and software designed to detect and prevent cheating and fraud within its Services and Games (“**Anti-Cheat Technologies**”).

8.9 By using the Services and Games, you acknowledge and expressly agree to allow these Anti-Cheat Technologies to identify or detect cheat programs in your device.

8.10 When you connect online to a game server, these Anti-Cheat Technologies may scan any computer or device from which you access the Services and Games in order to detect or identify any programs or processes designed to gain an unfair advantage, or to circumvent security, fraud detection, or the Anti-Cheat Technologies we have implemented.

8.11 If any of these Anti-Cheat Technologies detect cheating, we may collect relevant information necessary for our investigation and enforcement purposes, including your Personal Data, as well as details about any unauthorized third party programs. If cheats are identified and confirmed, you agree that Build A Rocket Boy may exercise any or all of its rights under these Terms, including account suspension and termination.

### **9. Content notification mechanisms and content moderation measures**

9.1 Any content posted by you must comply with all applicable laws, the rights of third parties, and with the Terms, including our [EVERYWHERE Community Guidelines](https://everywhere.game/community-guidelines) (available at <https://everywhere.game/community-guidelines>), for the use of the Services and our Games.

9.2 Except where required by applicable laws, Build A Rocket Boy is generally not obligated to proactively check and review any content posted by Users (including, but not limited to, UGC) for its legality or compatibility with the rights of third parties. Build A Rocket Boy is free at its own discretion to carry out voluntary checks on its own initiative to identify illegal or incompatible content and to take the appropriate measures in accordance with **Section 9.6**.

9.3 Build A Rocket Boy provides the following mechanisms for notifying Build A Rocket Boy electronically of content you consider illegal or contrary to our Terms:

(a) You can report content to Build A Rocket Boy by sending an email to [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

(b) Owners of intellectual property rights have the option to submit notices to report content they believe to infringe their intellectual property rights. You can report any content you consider to be infringing your, or a third party’s, intellectual property rights by emailing [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

9.4 When receiving a notice under **Sections 9.3(a) or 9.3(b)**, Build A Rocket Boy has the right to forward the content of the notice as well as the data submitted with the notice to the User who has posted the reported content. The identity of the notifying person will only be disclosed to the User who has posted the reported content where this is strictly necessary and permitted under the applicable law.

9.5 In the context of voluntary checks as per Section 9.2 and the notices under Section 9.3, Build A Rocket Boy may use various procedures and tools to identify, review and moderate content. This may include human review, automated review, or a combination of both, depending on the individual case. Whenever automated means have been used to review content with Build A Rocket Boy subsequently taking action with respect to that content, Build A Rocket Boy will inform the User who uploaded the content about the use of automated means to the extent that Build A Rocket Boy's and its Users' legitimate interests do not preclude this.

9.6 Build A Rocket Boy may take one or more of the following actions, at its discretion, if the content uploaded by you infringes the applicable laws, the rights of third parties, and/or the Terms:

- (a) warn the User;
- (b) remove content that violates the law, rights of third parties, contracts or our Terms and/or policies;
- (c) block access to certain content;
- (d) hide content;
- (e) decrease the visibility of content;
- (f) delay the publication of content;
- (g) restrict use of the Services or the Game;
- (h) temporarily suspend or permanently terminate an Account; and/or
- (i) temporarily suspend or permanently prohibit a User from using our Services, or playing our Games.

9.7 Before temporarily suspending or permanently terminating an Account and/or temporarily suspending or permanently prohibiting a User from using our Services or playing our Games due to the provision of obviously illegal content, Build A Rocket Boy will issue a warning to that User, unless this conflicts with the purpose of the suspension or applicable law. When deciding on a temporary suspension, Build A Rocket Boy will take into account the respective circumstances of the individual case, and in particular if deemed relevant by Build A Rocket Boy, as far as known to us:

- (a) the gravity, frequency and periods of misuse or violations;

(b) the scale and relation of the misuse or the violations to the other usage behaviour;  
and

(c) the intentions of the misuse or violations.

If you believe that we have incorrectly exercised our rights to take the actions specified under **Sections 9.6 and 9.7**, you may appeal this using our internal-complaints process – see **Section 11** for details.

## **10. Measures concerning other violations**

10.1 In addition to your obligations when uploading content, you must not breach nor infringe any applicable laws, the rights of third parties, or the Terms through any other engagement with, and activities within our Services and our Games.

10.2 A breach or infringement within the meaning of **Section 10.1** includes, but is not limited to, if you:

(a) provide incorrect information or documents for your Account, fail to keep such information and documents correctly updated, or fail to provide or to correct information or documents upon request by Build A Rocket Boy; and/or;

(b) transfer your Account or give third parties access to it (however, if you are a Minor User, your Guardian may have access to your Account); and/or;

(c) harm other Users or Build A Rocket Boy.

10.3 In the event of any infringement, Build A Rocket Boy may take the measures set out in **Section 9.6** under the conditions listed there.

## **11. Internal complaint-handling system and user service**

11.1 If you are affected by a measure referred to in Section 9.6 which Build A Rocket Boy takes in connection with your UGC, you may object to and clarify the facts and circumstances underlying such a measure by sending us an email which sets out the details to [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

11.2 If you disagree with any restriction we have placed on your Account, you may make an appeal to us by contacting us at [support@buildarocketboy.com](mailto:support@buildarocketboy.com). You should provide us with any additional evidence you feel is relevant in order to enable us to review the Account restriction. Depending on the territory you are a resident of, any appeal must be sent to Build A Rocket Boy within the following time limits following the restriction being applied to your Account:

- European Union – within 6 months
- Rest of World – within 30 days

Any decision by Build A Rocket Boy following an appeal will be final. Your statutory rights are not affected. If you live in the European Union and disagree with a content moderation decision we've made, you have additional options to resolve it. You can choose a certified out-of-court dispute settlement body to help resolve the issue (the EU Commission has a list of these accredited bodies you can choose from) and you may also take our decision to court if needed. For residents in the United States, please see **Section 13** below for further details .

11.3 If you have submitted a notice of allegedly illegal content to Build A Rocket Boy as referred to in **Sections 9.3(a) or 9.3(b)** and this notice was rejected by Build A Rocket Boy in whole or in part, you may also object and/or request more information through Build A Rocket Boy's internal complaint-handling system by emailing us at [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

## **12. Measures in case of abusive notices and complaints**

12.1 Build A Rocket Boy is entitled to suspend the processing of notices regarding allegedly illegal content (see **Section 9**) for a reasonable period of time or permanently if the notice submitter has frequently submitted manifestly unfounded notices in the past.

12.2 Build A Rocket Boy is entitled to suspend the processing of complaints within the framework of our internal complaint-handling system (see **Section 11**) for a reasonable period of time or permanently if the complainant concerned has frequently submitted obviously unfounded complaints in the past.

12.3 Before enacting a suspension according to **Sections 12.1 or 12.2**, Build A Rocket Boy will issue a warning, as far as doing so does not conflict with the purpose of the suspension. When deciding on a temporary or final suspension, Build A Rocket Boy will take into account the respective circumstances of the individual case and of these in particular, as far as known to Build A Rocket Boy:

- (a) the gravity, severity, frequency and periods of the unfounded notices or complaints;
- (b) the relation of unfounded notices or complaints to other behaviour; and
- (c) the intentions pursued, as far as identifiable by Build A Rocket Boy.

## **13. Issues, Claims, Risks, and Disputes**

***This Section 13, including the Arbitration Agreement (defined below), applies to United States residents only.***

Notwithstanding anything to the contrary herein or in any other Terms, in the event of any conflict between this **Section 13** and any provisions in these Terms or any other Terms, you understand and agree that the terms of this **Section 13** (including the Arbitration Agreement below) shall control.

### ***13.1 Assumptions of Risk***

You understand that certain portions of the Services are made possible by third parties, as set forth in these Terms. You agree that Build A Rocket Boy Parties (defined below) do not control any third parties and will not be responsible for any losses or harm that they cause either directly or indirectly.

### ***13.2 Limitation of Liability***

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUILD A ROCKET BOY PARTIES NOR ANY OTHER BUILD A ROCKET BOY PARTIES (INCLUDING THEIR RESPECTIVE PARTNERS, REPRESENTATIVES, AGENTS, AND LICENSEES) BE LIABLE (JOINTLY OR SEVERALLY) FOR: (1) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES, OR (2) DAMAGES ARISING FROM INTERRUPTIONS; DELETION OF FILES, EMAIL, OR DATA; SYSTEM ERROR, FAILURE OR MALFUNCTION; VIRUSES; DELAYS IN OPERATION OR TRANSMISSION; OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL; OR (3) YOUR MISUSE OF THE SERVICES OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

**IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

### ***13.3 What Happens if You Break Our Rules***

Before we take any action described below, we may try to give you notice unless doing so would cause someone else harm, compromise the Services, or violate any applicable law. If you violate applicable law, these Terms of Use, or any other Terms and we do not take action right away, that doesn't mean we give up any rights that we may have. We may take appropriate action in the future.

**If your content/UGC violates these Terms of Use, any other Terms or applicable law, or the rights of another person, we may remove your content/UGC.**

### ***13.4 Termination***

In addition, as set forth in **Section 3** above, we have the right to terminate your Account. We may terminate your Account and/or your access to the Services if you violate these Terms of Use, any other Terms, any applicable laws or third-party platform terms, or the rights of another person, or for any other reason in our sole discretion. If this happens, any license granted to you in connection with the Services are terminated immediately,

and you won't be entitled to any refunds. We also reserve the right to terminate any other accounts you may create or have created.

### **13.5 Indemnification**

If someone sues Build A Rocket Boy or any other Build A Rocket Boy Party, you may have to pay for their defense and legal fees. You agree to defend, indemnify and hold Build A Rocket Boy and all other Build A Rocket Boy Parties (including their respective partners, representatives, agents, and licensees) and any of their respective officers, directors, shareholders, employees, or independent contractors harmless from and against any claims asserted against any of them arising out of or relating to your use or actual or alleged misuse of the Services, violation of these Terms of Use or any other Terms, your content/UGC, or your negligence or misconduct. This applies to all liabilities or expenses arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees. You shall cooperate as fully as reasonably required in the defense of any such claim. Any Build A Rocket Boy Party reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

### **13.6 Resolving Disputes; Agreement To Arbitrate; Class Action and Jury Waiver**

*Last Updated: 01 May 2025*

**PLEASE READ THIS SECTION (THE "ARBITRATION AGREEMENT") CAREFULLY. THIS ARBITRATION AGREEMENT IS EFFECTIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW AND IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR CONSOLIDATED ACTION IN ARBITRATION OR LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT PROCEDURES DESCRIBED BELOW OR THIS ARBITRATION AGREEMENT IS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT.**

#### ***a. Definitions***

Capitalized words not otherwise defined have the meanings given to them in this Definitions section or otherwise defined throughout.

**"Build A Rocket Boy Parties"** means Build A Rocket Boy and Build A Rocket Boy's predecessors in interest, successors, parents, subsidiaries, affiliates, and assigns, as well as each of their respective past, present, and future employees, directors, officers,

shareholders, independent contractors, parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns.

**“Dispute”** means any dispute, claim, or controversy between you and Build A Rocket Boy Parties (defined above), including but not limited to disputes, claims, or controversies related to or arising from the Services, or these Terms of Use or other Terms, including, without limitation, those relating to the formation, breach, termination, enforcement, interpretation, validity, scope, or applicability of these Terms of Use or other Terms, and this Arbitration Agreement.

**“FAA”** means that Federal Arbitration Act, 9 U.S.C. § 1 et seq.

**“NAM”** means National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)).

**“NAM Rules”** means NAM’s Comprehensive Dispute Resolution Rules and Procedures and, as applicable, Mass Filing Supplemental Dispute Resolution Rules and Procedures, then in effect.

**“Notice of Dispute”** or **“Notice”** means a notice of Dispute from you to any Build A Rocket Boy Party.

***b. Mandatory Individual Arbitration***

Any Dispute, whether such Dispute arose before, on, or subsequent to you entering these Terms, and if not resolved through the informal dispute resolution procedure set forth in subsection 13.6(c) below, shall be exclusively resolved by individual, binding arbitration in accordance with this Arbitration Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any Dispute that all or any part of this Arbitration Agreement is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are unconscionable or illusory, in whole or in part, and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding the foregoing and the Class Action/Jury Trial Waiver below, you and Build A Rocket Boy Parties (defined below) each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other IP rights. Any legal action by Build A Rocket Boy Parties against a non-consumer or its interactions with governmental and regulatory authorities shall not be subject to arbitration. Either party may also elect to have Disputes heard in small claims court seeking only individualized relief, so long as the action is not removed or appealed to a court of general jurisdiction.

To the fullest extent permissible by applicable law, all Disputes against Build A Rocket Boy Parties, including but not limited to Disputes arising out of or relating in any way to the Services or the Terms, must be filed within one year after such Disputes or cause of action arose or it will be forever barred.

If any Dispute is determined not to be subject to arbitration or resolution in small claims court, the exclusive jurisdiction and venue for proceedings concerning such Dispute shall be the federal or state courts of competent jurisdiction in New York County, New York. Any Dispute and these Terms shall be governed by and construed in accordance with the substantive and procedural laws of the state of New York, without regard to choice or conflict of law principles.

If any court or arbitrator determines that this Arbitration Agreement is void or unenforceable for any reason as to Disputes arising before the date of posting of this Arbitration Agreement, then you may still be bound to previous versions of this Arbitration Agreement by reason of your separate agreement to those previous versions.

If you or Build A Rocket Boy Parties files or causes to be filed in court (other than small claims court) a complaint alleging a Dispute that is subject to arbitration under this Arbitration Agreement, the defendant/respondent will notify the party or the party's attorney (if an attorney has entered an appearance) of the existence of this Arbitration Agreement, and request that the complaint be withdrawn. If the party does not withdraw the action within 10 calendar days of service of that notice, and the defendant/respondent successfully moves to compel arbitration of the Dispute, the defendant/respondent shall be entitled to its costs and fees (including reasonable attorneys' fees) incurred in seeking to enforce this Arbitration Agreement.

***c. Class Action / Jury Trial Waiver***

You and Build A Rocket Boy Parties agree that, to the fullest extent permitted by law, each party is waiving the right to a trial by jury or to participate as a plaintiff, claimant, or class member in any class, collective, private attorney general, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures). This means that you and Build A Rocket Boy Parties may not bring a Dispute on behalf of a class or group and may not bring a Dispute on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual Dispute. This also means that you and Build A Rocket Boy Parties may not participate in any class, collective, private attorney general, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures) brought by any third party.

Unless both you and Build A Rocket Boy Parties agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures).



Notwithstanding the foregoing, you or Build A Rocket Boy Parties may participate in a class-wide settlement.

#### ***d. Opt-Out Procedures***

To opt out of this Arbitration Agreement, you must send us a written notice (“Opt-Out Notice”) by email at [ArbitrationOptOut@buildarocketboy.com](mailto:ArbitrationOptOut@buildarocketboy.com) no later than 30 days after you first agreed to this Arbitration Agreement (“Opt-Out Period”). The Opt-Out Notice must contain your full legal name, your complete mailing and email address and phone number, a clear statement that you wish to opt out of this Arbitration Agreement, and your signature. If your Opt-Out Period has passed, you are not eligible to opt out of this Arbitration Agreement, and you will be bound to the terms and conditions of this Arbitration Agreement.

If you opt out of this Arbitration Agreement, all other provisions of the Terms will continue to apply to you. Additionally, if you opt out of this Arbitration Agreement, you may still be bound to previous versions of this Arbitration Agreement or other arbitration agreements by reason of your separate agreement to them. In other words, opting out of this Arbitration Agreement shall have no effect on any previous arbitration agreements you entered into with Build A Rocket Boy Parties. If you timely provide Build A Rocket Boy Parties with a valid Opt-Out Notice, and you are not bound to any previous or other arbitration agreements with Build A Rocket Boy Parties, all Disputes between you and Build A Rocket Boy Parties shall be subject to the exclusive jurisdiction of, and you consent to venue in, the state and federal courts located in New York County, New York, and all Disputes shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State of New York, without regard to choice or conflict of law principles.

If Build A Rocket Boy Parties make any future changes to this Arbitration Agreement (other than a change to the Notice Address or other non-material changes), Build A Rocket Boy Parties will provide you with notice (to the extent we have your contact information). You may reject any such change by sending an email to Build A Rocket Boy Parties at [ArbitrationOptOut@buildarocketboy.com](mailto:ArbitrationOptOut@buildarocketboy.com) within 30 days of the posting of the amended arbitration agreement that provides: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) the change(s) you are rejecting, (v) and, if applicable, the username or email address associated with any purchase or Services/Game access from Build A Rocket Boy Parties. This is not an opt-out of arbitration altogether. Your continued use of the Services after this 30-day period constitutes acknowledgment of, and agreement to, the changes to the Arbitration Agreement.

#### ***e. Rules and Governing Law***

**Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures:** You and we agree that good-faith, informal efforts to resolve disputes often can result in a prompt, cost-effective and mutually beneficial outcome. Therefore, in the event of a Dispute, you and Build A Rocket Boy Parties each agree to send the other party a written Notice of Dispute. A Notice of Dispute from you to Build A Rocket Boy Parties must be emailed to the Notice Address. Any Notice of Dispute must include (i) the claimant's full legal name, complete mailing address, and email address; (ii) a description of the nature and basis of the Dispute; (iii) any relevant facts regarding claimant's use of the Services, including whether claimant receives any emails associated with the Services, whether claimant accesses the Services (including which Games, if any) from Build A Rocket Boy, whether claimant has made a purchase from Build A Rocket Boy Parties, and if so, the date(s) of the purchase(s); and (iv) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the Notice. The Notice must be individualized, meaning it can concern only your dispute and no other person's dispute.

Build A Rocket Boy Parties will send any Notice of Dispute to you at the email address or mailing address it has for you, if any.

After receipt of a Notice of Dispute, the parties shall engage in a good faith effort to resolve the Dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the Notice of Dispute, the recipient may request an individualized telephone or video settlement conference (which can be held after the 60-day period) and both parties will attend (with counsel, if represented). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually-convenient time and to seek to reach a resolution.

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures subsection is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this subsection. All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and Build A Rocket Boy Parties have a meaningful opportunity to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court of competent jurisdiction may enjoin the filing or stay the prosecution of an arbitration. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Procedures in arbitration.

If the parties cannot resolve the Dispute through the Informal Dispute Resolution Procedures above, you and Build A Rocket Boy Parties each agree that all Disputes shall be resolved exclusively through final and binding individual arbitration, rather than in

court. The parties may agree to waive hearings and resolve Disputes through submission of documents. Any arbitration hearing will be conducted remotely by telephone or video conference to the extent possible, but if the arbitrator determines, or the parties agree, that a hearing should be conducted in person, the arbitration hearing will take place as close to your residence as practicable, or another agreed upon locale, and shall be before one arbitrator.

All Disputes shall be submitted to NAM, for arbitration before one arbitrator. The arbitration will be administered by NAM in accordance with the NAM Rules, except as modified by this Arbitration Agreement. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. A form for initiating arbitration proceedings is available on NAM's website at [www.namadr.com/resources/rules-fees-forms/](http://www.namadr.com/resources/rules-fees-forms/). You and we agree that the party initiating arbitration must submit a certification that they have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements referenced above, and that they are a party to the Arbitration Agreement enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented). The parties agree that submission of the certification shall be required for the Dispute to be deemed properly filed. For additional information on how to commence an arbitration proceeding, you can contact NAM at [customerservice@namadr.com](mailto:customerservice@namadr.com).

If NAM notifies the parties in writing that it is not available to arbitrate any Dispute, or if NAM is otherwise unable to arbitrate any Dispute, that Dispute shall be submitted to ADR Services, Inc. ("**ADR Services**") for final and binding individual arbitration before one arbitrator. The arbitration will be administered by ADR Services in accordance with the ADR Services rules and procedures then in effect (the "**ADR Services Rules**"), except as modified by this Arbitration Agreement.

Notwithstanding any choice of law or other provision in these Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the FAA, will govern its interpretation and enforcement and any proceedings under it. It is the intent of the parties that the FAA and the NAM Rules or ADR Services Rules (as applicable) shall preempt all state laws to the fullest extent permitted by law. If the FAA and the NAM Rules or ADR Services Rules (as applicable) are found to not apply to any issue that arises under this Arbitration Agreement, then that issue shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State of New York, without regard to choice or conflict of law principles.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which

the award is based. An arbitrator's award that has been fully satisfied shall not be entered in any court.

As in court, you and Build A Rocket Boy Parties agree that any counsel representing a party in arbitration certifies when initiating and proceeding in arbitration that they are complying with the requirements of Federal Rule of Civil Procedure 11(b) and any applicable state laws of similar import, including certification that the Dispute or relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions under the NAM Rules or ADR Services Rules (as applicable), Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriate represented parties and counsel.

Except as expressly provided in the Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law.

Mass Filing Procedures: If NAM determines that 25 or more substantially similar arbitration demands presented by or with the assistance, coordination, or cooperation of the same law firm, group of law firms, cooperating law firms, or organization are allowed to be submitted for arbitration, NAM's mass filing fee structure shall apply and the parties agree that the arbitrations will proceed in accordance with the batching process as follows: (i) NAM shall administer the arbitration demands in batches of at least 25 demands for arbitration, with the discretion to create additional batches if NAM finds that they are necessary to facilitate the efficient resolution of demands; (ii) NAM shall provide for the concurrent resolution of each batch as a single consolidated arbitration with one procedural calendar and one hearing (if any) and one final award; and (iii) following such determination of a mass filing, NAM shall apply a single set of admin and panel prep fees per batch in accordance with NAM's fee schedule. All parties agree that arbitrations are of a "substantially similar nature" for purposes of these Mass Filing Procedures if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief.

If there are 20 or more substantially similar Disputes that are allowed to be submitted for arbitration but cannot be arbitrated by NAM, and are presented to ADR Services by or with the assistance, coordination, or cooperation of the same law firm, group of law firms, cooperating law firms, or organization, ADR Services shall administer those Disputes concurrently in accordance with the ADR Services Rules, except as modified by this Arbitration Agreement, and in accordance with the Mass Filing Procedures set forth above (except that batches may be of at least 20 demands for arbitration). ADR Services shall apply a single initial filing fee and administrative fee per batch for each side with respect to the fees set forth in ADR Services' then-current Mass Consumer Non-Employment Arbitration Fee Schedule.

Build A Rocket Boy Parties reserve all rights and defenses as to each and any Dispute, Demand for Arbitration, and claimant. These Mass Filing Procedures shall in no way be interpreted as authorizing class arbitrations of any kind.

*Arbitrator's Fees:* You and we agree that arbitration should be cost-effective for all parties and that any party may engage with NAM, ADR Services (as applicable), and/or the arbitrator to address the apportionment of the arbitrator's fees.

*Confidentiality:* The parties agree that the arbitrator is authorized to issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

*Requirement of Individualized Relief:* The parties agree that, to the fullest extent permitted by law, the arbitrator is authorized, upon either party's request, to award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Dispute.

***f. Severability & Survival***

If any provision of this Arbitration Agreement, or a portion thereof, is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Arbitration Agreement shall continue to be enforceable and valid according to the terms contained herein. Notwithstanding the foregoing, if any court or arbitrator determines that the Class Action/Jury Trial Waiver set forth in this Arbitration Agreement is void or unenforceable for any reason, or that your Dispute can proceed on a class, collective, representative, or consolidated basis (other than the Mass Filing Procedures), then, after the exhaustion of all appeals of that determination, you and Build A Rocket Boy Parties shall be deemed not to have agreed to arbitrate Disputes, and your Dispute must be litigated in a federal or state court of competent jurisdiction in New York County, New York, and shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State and governed by New York law, without regard to choice or conflict of law principles. In addition, if the Mass Filing Procedures apply to your Dispute, and any court or arbitrator determines that the Mass Filing Procedures are void or unenforceable for any reason, then, after the exhaustion of all appeals of that determination, you and Build A Rocket Boy Parties shall be deemed not to have agreed to arbitrate that Dispute, and it must be litigated in a federal or state court of competent jurisdiction in New York County, New York, and shall be interpreted,

governed, and enforced in accordance with substantive and procedural law of the State and governed by New York law, without regard to choice or conflict of law principles.

This Arbitration Agreement shall survive termination of these Terms. Except as provided in Sub-Sections 13.6(a) and 13.6(c) above, the terms and conditions of this Arbitration Agreement shall supersede and replace any and all previous arbitration and class action/jury waiver agreements you may have entered into with Build A Rocket Boy Parties.

#### **14. Data Protection and Privacy**

14.1 For information regarding the processing and protection of personal data, please see our [Privacy Notice](https://www.buildarocketboy.com/privacy-notice) (available at <https://www.buildarocketboy.com/privacy-notice>).

#### **15. Online Safety**

15.1 Build A Rocket Boy cares about your personal safety and about the safety of your information.

15.2 We encourage you to be aware of the general risks to personal information and personal security in an online environment.

15.3 If you see any content or materials on our Services or in our Games that appear to endanger the personal or information safety of yourself or others, please contact us at [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

#### **16. Liability and Compensation**

16.1 We constantly strive to keep our Services and Games safe, secure, and functioning properly, but we cannot guarantee the continuous operation, real time availability, and access to our Services and Games, which may be subject to delays beyond Build A Rocket Boy's control.

16.2 To the maximum extent permitted by applicable law, we (including our affiliates, directors, agents, employees, operators of Third Party Stores (as defined in Section 20) and their affiliates) shall not be liable to you under contract, tort (including negligence) or otherwise for any losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us, arising, directly or indirectly from:

- (a) your use of or your inability to use our Services and any Games;
- (b) delays or disruptions in our Services and any Games;
- (c) viruses or other malicious software obtained by accessing, or linking to, our Services and any Games;
- (d) glitches, bugs, errors, or inaccuracies of any kind in our Services and any Games;

(e) damage to your hardware device from the use of our Services and any Games;

(f) the content, actions, or inactions of third parties;

(g) a suspension or other action taken with respect to your Account or a breach of the provisions of Section 3; and/or

(h) your need to modify practices, content, or behaviour, or your loss of revenues or loss of or inability to do business, as a result of changes to the Terms.

16.3 You agree that, to the maximum extent permitted by applicable law, the aggregate liability of Build A Rocket Boy (including our affiliates, officers, directors, agents, contractors and employees) to you for all claims arising out of, or relating to the use of, or any inability to use any part of, the Services and our Games under the Terms, whether under contract, tort, or otherwise, is limited to 12 months' worth of payments made by you to Build A Rocket Boy or GBP £500, whichever is the higher amount (except as noted otherwise in these Terms of Use or any other Terms). Notwithstanding the foregoing, nothing in these terms shall exclude or limit our liability for any loss or damage to the extent that it cannot be excluded or limited under applicable law.

16.4 You agree, to the maximum extent permitted by applicable law, that the Third Party Stores (as defined in **Section 20**), Build A Rocket Boy's licensors and brand partners, and each of their respective affiliates, employees, suppliers and contractors (excluding Build A Rocket Boy), do not assume any liability or responsibility whatsoever relating to your use of our Services and our Games, including with respect to any licensor or brand partner-branded or themed or other, virtual items or virtual currencies, assets, ARCs, or any other features, functionality or software in our Services and Games, including: (i) for any losses of any such items or currencies, assets, ARCs, or other features, functionality or software; and (ii) in respect of any loss of profit, loss of revenue, loss of opportunities or loss of use, whether due to a security breach or cyber-attack, or electronic or technological failure, registration errors or for any other reason. Notwithstanding the foregoing, nothing in these terms shall exclude or limit liability for any loss or damage to the extent that it cannot be excluded or limited under applicable law

16.5 Nothing in these Terms shall limit or exclude liability for fraudulent misrepresentation, death or personal injury resulting from a party's negligence or the negligence of its agents or employees or for any other liability that cannot be limited or excluded by applicable law.

16.6 ***The following applies for UK residents:*** Build A Rocket Boy's liability is only limited or excluded in circumstances where the cause of the loss is entirely unconnected to any act or omission of Build A Rocket Boy. Build A Rocket Boy's liability in relation to third-party hardware, software or services is only limited or excluded

where your use of the third-party hardware, software or service concerns dealings with third-party services. Build A Rocket Boy's liability to Users in the United Kingdom in respect of loss of data and loss of reputation shall not be excluded. Section 16.3 shall not apply where a User suffers loss due to Build A Rocket Boy's breach of a term implied by consumer law.

16.7 To the extent that you acquire the right to play or access the Games or Services, or use any in-Game items or currencies, from a Third Party Store (as defined in Section 20) - including from the following platforms / stores: Epic Games Store, Steam, Xbox, PlayStation or Xsolla – then, to the maximum extent permitted by applicable law, an operator of a Third Party Store and its affiliates shall have no obligation to provide support or other services in connection with your use of the Services and Games under these Terms of Use except as it may otherwise agree to provide to you in any agreement between you and it.

16.8 Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by applicable law. Also, you may have additional legal rights in your jurisdiction, and nothing in these Terms of Use will prejudice the statutory rights that you may have as a consumer of the Games and Services.

16.9 You accept sole responsibility for the legality of your actions under the laws applying to you and the legality of any content you upload to any of our Services or Games.

16.10 You will compensate us (including our officers, directors, agents, contractors, affiliates and employees) in full for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of these Terms, your improper use of our Services or our Games or your infringement of any law or the rights of a third party.

## **17. Export Laws**

You must comply with all applicable export and import laws and regulations and economic sanctions that apply to the Services and Games. This includes complying with restrictions on destinations, users, and use. You agree not to use, export, re-export, download, or otherwise transfer any part of the Services and Games (including any virtual currencies and virtual items included in them) into or to a national or resident of any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons list or the U.S. Commerce Department's Table of Denial Orders and other sanctions lists administered by the Office of Foreign Assets Control (OFAC). You represent and warrant that you are



not located in, under the control of, or a national or resident of an embargoed country and that you are not a Specially Designated National or Blocked Person.

## **18. Photosensitivity Warning**

Some users may experience epileptic seizures when exposed to certain light patterns or flashing lights, including some of the visual effects that appear in certain video games. If you or anyone in your family have an epileptic or photosensitivity condition, please consult your doctor or physician before playing any of our Games. If you experience any of the following symptoms while playing any of our Games you should immediately stop playing use and consult your doctor or physician: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

## **19. System Requirements**

To be able to effectively play our Games, we strongly recommend that your system meets certain minimum specifications. You can find details of these in the [Additional EVERYWHERE Terms](https://www.buildarocketboy.com/everywhere-additional-terms) (available at <https://www.buildarocketboy.com/everywhere-additional-terms>). You acknowledge that Build A Rocket Boy, its licensors and licensees, have no liability in relation to any third-party hardware, software or services you use when using any of the Services or Games.

## **20. Third Party Stores**

20.1 Some of our Games and certain parts of our Services may require you to pay a fee through a store operated by a third party (e.g. the store of a console operator such as the Microsoft Store or PlayStation Store, stores of other third party video games platforms such as Steam or the Epic Games Store, or the store of our partner, Xsolla, etc.) (each, a “**Third Party Store**”) in order to obtain a license to access and play our Games on a certain platform, or to be able to acquire certain virtual currencies and virtual items for use within our Games.

20.2 Our Games and Services, and all virtual items and virtual currencies included in them, are licensed to you and not purchased by you. You agree that when you obtain any Games, virtual currencies or virtual items from us or from any Third Party Store, you receive a personal, limited, non-transferable, non-sub-licensable, non-exclusive, revocable license to access and use the Games, and the virtual currencies and virtual items in our Games, solely in the manner permitted by Build A Rocket Boy and only to be used in respect of the applicable Game they relate to. Any license granted is subject to your strict compliance with these Terms.

20.3 When you acquire any such license through a Third Party Store then that license is also subject to the terms and conditions of the operator of the Third Party Store (“**Third Party Store Terms**”). In the event of any inconsistency between these Terms of Use and

the Third Party Store Terms, then the Third Party Store Terms control solely as necessary to resolve such inconsistency. Please ensure you read the Third Party Store Terms carefully as by purchasing from that Third Party Store, you are entering into a contract with the operator of the Third Party Store and you must comply with the applicable The Third Party Store Terms.

20.4 You will be responsible for any charges you incur in relation to your purchases from the Third Party Store. Build A Rocket Boy may suspend or cancel your access to or use of the applicable Services or Game, or virtual items or virtual currencies in the event the operator of the Third Party Store tells us that they did not receive full payment from you after providing reasonable notice to you, or if you obtain, or try to obtain, refunds in a manner which contravenes the Third Party Store Terms. Suspension or cancellation of the Services, virtual items and / or virtual currencies for non-payment to the Third Party Stores may result in a loss of access to and use of your Account and any Services and the Games. Build A Rocket Boy shall have no liability to you in the event that your access to any of the Services or Games (or virtual items or virtual currencies) is suspended, cancelled or terminated by Build A Rocket Boy or a Third Party Store as a result of your breach of any Third Party Store Terms.

20.5 These Terms of Use are between Build A Rocket Boy and you. They impose no obligations or liabilities on any operator of a Third Party Store or its affiliates.

20.6 To the maximum extent permitted by applicable law, the below additional terms apply to you when you access, or obtain a right to use any of our Games or Services and any virtual items and virtual currencies made available in our Games, on or through any of the following Third Party Stores:

**(A) Epic Games Store**

- The Epic Games Store End User License Agreement (“**Epic EULA**”) shall apply and can be found on the Epic Games Store.
- These Terms of Use are subject to the Epic EULA. In the event of any conflict between these Terms of Use and the Epic EULA, the terms of the Epic EULA shall prevail solely to the extent required to resolve the conflict.
- Epic Games, Inc. its affiliates and its and their licensors and service providers (collectively, “**Epic**”) shall only be responsible for transactions (including refunds, disputes, and customer support related to such transactions) that are made via the in-game payment methods offered by or on behalf of Epic.
- Epic shall not be responsible for any obligations, disputes, liabilities, or issues arising under these Terms of Use.

**(B) Microsoft Store**

- Your access to the Game will be governed by the Microsoft Services Agreement (the “**MSA**”) and any other terms you agree with Microsoft from time to time (together the “**Microsoft Terms**”), and you must accept and comply with the Microsoft Terms. In the event of any conflict between these Terms of Use and the Microsoft Terms, the Microsoft Terms shall prevail solely to the extent required to resolve the conflict.
- You must use the applicable Microsoft purchase process if you wish to buy entitlements to use virtual items or virtual currencies made available in our Games when you play our Games on a Microsoft platform or console. All such transactions are subject to the Microsoft Terms.
- Nothing in these Terms of Use overrides or alters any Microsoft Terms, including the Xbox Live Terms of Use and any other Microsoft agreements. Further, nothing in these Terms of Use changes, in any way, your relationship with Microsoft under Microsoft’s applicable agreements, including the Xbox Live Terms of Use or any other agreement under which Microsoft grants you the right to install and use the Game.
- Any User Generated Content that you create is subject to Microsoft’s Xbox Live Terms of Use and Code of Conduct. Microsoft may require the removal of any User Generated Content that violates such terms.

**(C) Sony PlayStation Store**

- The Software Product License Agreement (“**SPLA**”), Terms of Service and User Agreement (“**ToSUA**”) and the PlayStation™ Network Terms of Service (“**Network ToS**”), available on the PlayStation™ Store apply, together with any other terms you agree with Sony from time to time (collectively, the “**Sony Terms**”). These set out the Sony company / companies with which you enter into an agreement (“**Sony**”) when you access, or obtain a right to use, any of our Games or Services (and any virtual items or virtual currencies made available in our Games), via the PlayStation Store.
- These Terms of Use are between Build A Rocket Boy and you and not between you and any Sony Group Company. Nothing in these Terms of Use imposes any obligations on a Sony Group Company. “**Sony Group Company**” means Sony Interactive Entertainment, Inc., a Japanese company with offices at 1-7-1 Konan, Minato-ku, Tokyo 108-0075, Japan, Sony Interactive Entertainment LLC, a California limited liability company with offices at 2207 Bridgepointe Parkway, San Mateo, CA 94404, and Sony Interactive Entertainment Europe Limited, an English company with offices at 10 Great Marlborough Street, London W1F 7LP, UK. Each Sony Group Company is a third party beneficiary of these Terms of Use, meaning they can benefit from certain rights set out in these Terms of Use.

- The license granted to you by Sony in respect of accessing and using the Game and any virtual items and virtual currencies in the Game is strictly limited to use on PlayStation systems that you own or control, or any other system where the Game is delivered via the PlayStation™ Network.
- Sony has full discretion to suspend or discontinue PlayStation™ Network services at any time, including the ability to remove the Game from PlayStation™ Network or suspend access to it in accordance with the Sony Terms.
- You must use the applicable Sony purchase process if you wish to buy entitlements to use virtual items or virtual currencies made available in our Games when you play our Games on a Sony console. Any purchases made through the Game must be conducted through PlayStation™ Network under the Sony Terms; all such purchases are subject to the Sony Terms and policies.
- The Sony Terms shall prevail over these Terms of Use in case of a conflict and solely to the extent required to resolve such conflict.
- Where the Games are made available on an online basis, then you will be required to sign in with a PlayStation™ Network ID to access the Game’s online features and you agree to adhere to the applicable Sony Terms, including the ToSUA and SPLA in respect of your access to the PlayStation™ Network and use of the online features.

**(D) Steam**

- All purchases of virtual items and virtual currencies must be processed through Steam’s payment system when you access the Games via Steam.
- Build A Rocket Boy (and not Valve) is responsible for all User support related to Game-play issues, Game-related technical issues and general Game-related or Build A Rocket Boy Account inquiries.

**21. Game Test Terms**

21.1 This Section 21 includes the terms (the “**Game Test Terms**”) that apply if you participate in a test version of any of our Services or Games (e.g. any alpha, beta or other test versions of the Services or Games). By accessing any test version of the Services or Games (a “**Test Version**”) or by creating an Account to participate in any Test Version, you agree to these Game Test Terms. If you do not agree to these Game Test Terms then you must not access the Test Version or create an Account to do so.

21.2 If a Game or Service is in a Test Version then it means the Game or Service is in a state of active development starting from the date we make the Test Version available and lasting until we inform you it has ended (and the period of testing shall be referred to as the “**Test Period**”). Access to the Game or Service is made with your express

acknowledgement of these circumstances and the restrictions that accompany them. By participating in a Test Version, you acknowledge and agree that while the Service or Game is in a Test Version:

(a) service interruptions and errors are likely to occur;

(b) any virtual or digital items (including virtual currencies and virtual items) provided to you or acquired by you during the Test Period and any progression you make in a Game during the Test Period, are made available to you solely for the purpose of testing during the Test Period. They will be subject to reset, removal or deletion by Build A Rocket Boy at any time during, and at the end of, the Test Period without any prior notice and without any requirement for compensation to you or, to the extent permitted by applicable law, any liability to Build A Rocket Boy;

(c) as lies in the nature of the testing stage of a Test Version, frequent changes to the scope and functionalities of the Test Version will be made throughout the Test Period, and you consent to the fluid scope of the Test Version upon signing up for the Test Version; and

(d) Usernames and UGC are intended (but not guaranteed) to remain available beyond the Test Period and may be intended to be used by the associated Account owner in other testing and release phases. However, as set out above, service interruptions and errors are likely to occur during the Test Period, and it is entirely possible that any account information, UGC or other content created by you may be corrupted, deleted or otherwise destroyed.

## **22. Additional Terms**

22.1 If any provision of these Terms of Use or of any other Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

22.2 We may assign our rights and obligations under the Terms without your prior express consent, provided that we assign the Terms as is, or on terms that are no less advantageous to you. **For UK residents:** we shall only assign the Terms in circumstances that ensure that your rights under the Terms are not prejudiced.

22.3 Our failure to act with respect to an infringement or breach by you or others does not waive our right to act with respect to subsequent or similar infringements. We do not, and cannot, guarantee that we will take action against all infringements or breaches of these Terms of Use and the Terms.

22.4 If you have a dispute with one or more Users (and the dispute is not connected to any breach or infringement by Build A Rocket Boy), you release us (and our affiliates and our and their respective officers, directors, employees, contractors and agents) from

claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

22.5 The policies, guidelines and templates posted on our Services and in our Games may be changed from time to time. Changes take effect when we post them on our Services and websites. See Section 3 for details.

22.6 These Terms of Use and any other Terms may not be otherwise amended except through mutual agreement by you and a Build A Rocket Boy representative authorised to do so.

22.7 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. Except as otherwise stated in these Terms of Use, a person who is not a party to the Terms has no right to enforce any term of the Terms, but this does not affect any right or remedy of a third party specified in the Terms or which exists or is available by mandatory applicable laws.

22.8 If Build A Rocket Boy has received your email address in the context of the sale of a product or a service within the Services and / or the Games, Build A Rocket Boy may use it for direct marketing of Build A Rocket Boy's own similar products or services provided that Build A Rocket Boy has clearly and distinctly given you the opportunity to object, free of charge and in an easy manner, to such use of your email address upon their collection and on the occasion of each direct marketing message in case you have not initially refused such use.

22.9 To the extent any of the Terms are made available in multiple languages, in case of any discrepancies or conflicts between the English version of the Terms and any other language version, the English version of the Terms will govern and prevail.

22.10 Build A Rocket Boy and the Services and Games are offered by:

**BUILD A ROCKET BOY LTD.**

A Company Registered in Scotland with Company Number: SC537252

Address: 2 Ocean Drive, Leith, Edinburgh, Scotland, EH6 6JB

Email: [support@buildarocketboy.com](mailto:support@buildarocketboy.com)

VAT number: GB 256908864

**23. Notices for U.S. Users**

***23.1 Notice for California Users***

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs

may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

### **23.2 Notice for New Jersey Users**

The sections on indemnification and limitation of liability do not apply to New Jersey residents to the extent that New Jersey's Truth-in-Consumer Contract, Warranty, and Notice Act (N.J.S.A. §§ 56:12-14 to 56:12-18) prohibits such application.

## **24. EU Digital Services Act**

### **24.1 Single Point of Contact for Users under Article 12, Digital Services Act:**

Users may send DSA-related inquiries to Build A Rocket Boy at [support@buildarocketboy.com](mailto:support@buildarocketboy.com).

### **24.2 Designation of Legal Representative in the EU, Article 13 of the Digital Services Act**

For the purpose of Article 13 of the Digital Services Act, Build A Rocket Boy has designated **Build A Rocket Boy Ireland Limited** as its legal representative in the European Union.

Appropriate European Union authorities can contact Build A Rocket Boy Ireland Limited at:

Email: [legal@buildarocketboy.com](mailto:legal@buildarocketboy.com)

Phone: +44 (0)131 202 2574

Address: FAO Legal, Vistra Ireland, Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland

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