

Gaming Software Technologies Limited

RUGBY WARS

TERMS OF USE

These terms of use and our Privacy Policy which is incorporated herein by reference (collectively, "Terms of Use") constitute a legally binding agreement between You and Gaming Software Technologies Limited ("GST"), a company registered in Guernsey under registration number 60232, and your use of our mobile game known as "Rugby Wars" ("RW"), including its chat and communications features, our blog, forums, and all other content and related services (including online services) that GST makes available through RW or on GST's websites, including but not limited to www.gst-gaming.co.uk, www.rugby-wars.com, www.rugby-wars.co.uk (collectively, the "Game").

SECTION 14 OF THESE TERMS OF USE CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

1. YOUR ACCEPTANCE OF THESE TERMS OF USE.

These Terms of Use form a legal agreement between you and Gaming Software Technologies Limited., its subsidiaries and affiliates (collectively, "GST" or "we" or "us"). When you use the Game you agree to be bound by all of the terms, conditions and restrictions in these Terms of Use. Please read them carefully.

You acknowledge that you have downloaded the Game for free, and while there is additional content available for purchase within the Game ("In-App Purchases"), such In-App Purchases are entirely voluntary and not required to participate in or advance within the Game.

2. LIMITED LICENSE, LOGIN INFORMATION AND YOUR ACCOUNT AND ELIGIBILITY.

Limited License Grant

Subject to your agreement and continuing compliance with these Terms of Use and GST's policies, GST grants you a non-exclusive, non-transferable, non-sub licensable, revocable limited license subject to the limitations below to access and use the Game for your own non-commercial entertainment purposes. You agree not to use the Game for any other purpose.

Login Information and Your Account

Within the Game, you may create an account with us by providing a club name/username and/or email address and a password ("Login Information"). We may also allow you to create a Game account through third party social networks or services (such as Facebook) with whom you maintain an account (a "Third Party Service").

You shall not share your account or your Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your account. You are solely responsible for maintaining the confidentiality of your Login Information, and you will be solely responsible for all uses of your Login Information, including any purchases, loss of In-App Purchases or other in-Game items, or other changes to your account and/or Game status, whether or not authorized by you. GST will not be responsible for anything that happens through or to your account and/or Game status as a result of you allowing any third party to access your Login Information and/or account.

GST reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a club name/username violates the third party's rights.

Eligibility

You may not use the game if: (i) you cannot enter into a binding contract with us and your legal guardian has not agreed to these Terms of Use on your behalf; (ii) you are a convicted sex offender; or (iii) we have previously banned you from using the Game.

If you are under the age of 18, or under the age of majority where you live, you may not use the Game unless your parent or legal guardian has reviewed and agreed to these Terms of Use.

The Game is available for download from mobile application platform providers like Google or Apple, each of which may require you to maintain an account with them in order to access and use the Game.

3. MODIFICATION OF TERMS OF USE

We reserve the right to modify these Terms of Use from time to time by posting updated versions in the Game or otherwise notifying you of changes through the Game. Unless we state otherwise, changes are effective when we post or notify you of

them. By continuing to use the Game after the posting of changes to these Terms of Use, you agree to the changes and the updated Terms of Use.

4. NO TRANSFER OF ACCOUNTS OR IN-GAME ITEMS

Your account is for your personal use only. **You specifically agree not to: (1) share your account credentials with anyone else, (2) sell, offer to sell, rent, lease, trade or otherwise transfer your account, (3) sell, offer to sell, rent, lease, trade or otherwise transfer any “Ingots” or other virtual currencies, game resources, in-game services like “speed-ups,” or other in-game items associated with your account (collectively, “In-Game Items”), except by using mechanisms within the Game that anticipate and specifically allow for the non-commercial transfer of In-Game Items, (4) buy, offer to buy, accept, access or use any other user’s account or In-Game Items, except by using mechanisms within the Game that anticipate and specifically allow for the non-commercial transfer of In-Game Items, and (5) link to or otherwise endorse or identify any websites, organizations, or persons that sell, offer to sell, rent, lease, buy, offer to buy, accept, access, trade or otherwise transfer accounts or In-Game Items.**

You acknowledge that any purported transfers of Game accounts or In-Game Items in violation of this Section, including but not limited to transfers in exchange for money or other compensation, are void and breach these Terms of Use, and that we have no responsibility to assist you in connection with completing any such transaction. We may terminate or suspend your account and/or your right to access or use the Game if we discover or reasonably believe that you have attempted to buy, sell, rent, lease, license, or transfer your Game account or associated In-Game Items, or used or accessed an account or In-Game Items transferred by another user, or linked to or otherwise endorsed or identified any websites, organizations, or persons that attempt to buy, sell, rent, lease, license, or transfer accounts or In-Game Items in violation of this Section.

5. INTELLECTUAL PROPERTY RIGHTS IN THE GAME.

Except for the limited license granted herein, we and our licensors retain all right, title and interest in and to the Game, including all content made available through the Game and the technology and software used to provide the Game. The Game is protected by copyright, trademark and other laws. If you violate these Terms of Use, you may be breaking the law, including by violating our intellectual property rights. We and our licensors may actively protect our intellectual property rights in the event you violate these Terms of Use. In addition, you agree not to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

If you provide us with any suggestions for enhancement or feedback regarding the Game or any of our other products or services, you agree that we will have a perpetual, transferable, sub-licensable, royalty-free, irrevocable, worldwide license to use such suggestions and feedback, including by incorporating your suggestions or feedback in the Game, without any obligation to compensate you.

6. CODE OF CONDUCT

You agree to comply with the following requirements (our "Code of Conduct") when you use the Game:

- You will comply with your obligations to third party mobile platform providers, such as Apple and Google, from whom you download the Game, including any terms regarding payment for In-App Purchases made through such platforms.
- You will not attempt to obtain login information or access another player’s account, collect or harvest personal information from other users.
- You will not exploit, distribute or publicly inform other users of any game error, miscue or bug which provides for an unintended advantage or allows impersonation of another person, including by use of automated collection mechanisms such as clear graphics interchange formats ("gifs"), cookies, or similar technology.
- You will not harass, threaten or bully any other player, nor post or submit any abusive, threatening, bullying, harassing, obscene, defamatory, offensive, pornographic or illegal content, or content that infringes or violates the rights of someone else, or impersonate any other person.
- You will not use the Game for any unauthorized commercial purpose, including but not limited to commercial advertisement or solicitation (such as chain letters, junk e-mail, “spam,” or other repetitive messages), or gathering or transferring In-Game Items for sale.
- You will not use the Game for performing in-game services for payment, such as leveling up or item collection services.
- You will not use or design cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with the Game experience.
- You will not remove or obscure any proprietary notices within the Game.
- You will not to disrupt or attempt to disrupt the Game or any other person’s use or enjoyment of the Game.
- You will not attempt to gain unauthorized access to the Game, to accounts registered to others, or to networks from which portions of the Game are provided, including by circumventing or bypassing robot exclusion headers or security mechanisms for the Game.
- You will not use any service or software that accesses, intercepts, "mines," or otherwise collects information from the Game or that is in transit from or to the Game.
- You will not make any automated use of the Game, or take any action that imposes an unreasonable burden on our infrastructure.

- You will not use any software, technology, or device to send content or messages, scrape, spider, or crawl the Game, or harvest or manipulate data from the Game.
- You will not improperly use our support services, including by submitting false reports.
- Except where permitted by law or relevant open source licenses, you will not modify, reverse engineer, decompile, disassemble, decipher or otherwise try to derive the source code for the Game.
- You will not copy, modify or distribute content from the Game except as specifically authorized by us.
- You will not advocate, promote, encourage, or otherwise facilitate any illegal behavior, including but not limited to the use of illegal drugs, unlawful gambling or theft.

Failure to comply with this Code of Conduct may result in the suspension of your account, or any portion of your account, and/or subject you to any of the penalties identified in Section 11 herein.

7. YOUR INTERACTIONS WITH OTHER USERS

You are solely responsible for your interactions with other players with whom you interact through the Game. GST reserves the right, but has no obligation, to become involved in any way with any disputes concerning the Game. You will fully cooperate with us to investigate any suspected unlawful, fraudulent or improper activity, including without limitation granting GST access to any portion of your account.

If you have a dispute with one or more users, or any other interaction you believe may give rise to any claim, you release GST (and our officers, directors, agents, subsidiaries, joint ventures and employees) 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.

If you live in California, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

If you live outside of California, you waive any other statute, law, or rule of similar effect in your jurisdiction.

8. USER CONTENT

The Game includes features by which users can submit or upload content to the Game, including without limitation chat and messaging utilities and the ability to select profile names and names for certain In-Game Items (collectively, "User Content"). If you create a Game account via a Third Party Service or otherwise "link" content associated with your Third Party Service account to your account for the Game, your User Content includes any information or content provided to us by that Third Party Service. You represent that you have all rights and permissions necessary to submit User Content to us (including, with respect to photographs, written consent from each identifiable person therein), that your User Content is accurate, and that your User Content is not subject to any confidentiality obligations or in violation of the Code of Conduct. In addition, you represent and warrant that any User Content submitted by you does not violate or infringe upon any copyright, right of privacy, trademark, patent, trade-name, performing right or any literary, dramatic, musical, athletic, personal, private, civil, contract, or property right or any other right of any person, firm, or corporation, or contain any libelous or slanderous material.

You retain all right, title and interest to your User Content, except that you grant us a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, worldwide license to use your User Content and any modifications thereto in connection with the Game without compensation to you. To the extent permitted by applicable law, you waive any moral rights you may have in your User Content (such as the right to be identified as the author).

We do not endorse any User Content supplied by other users; each user is responsible for his or her User Content, and we expressly disclaim any warranty with respect to User Content. We have no obligation to monitor User Content, and we are not responsible for monitoring the Game for inappropriate or illegal communications by other users. However, we reserve the right to block, remove or edit User Content. We may, in our discretion, choose to monitor or record your interaction with the Game or with other users when you are using the Game. You acknowledge and agree that you have no expectation of privacy in any User Content.

9. INFORMATION COLLECTION AND USE; PRIVACY POLICY

In addition to User Content, GST collects (i) information, content or other material that you provide to us or is otherwise transmitted in or through the Game or which is generated, acquired or developed when you download, install, and/or use the Game or anytime you are in contact with us and (ii) information you receive or which is transmitted to or otherwise made available to you from other users of the Game or third parties in the Game (collectively, "Service Information"). We use the Service Information in many ways, including but not limited to, to help us provide and support the Game and our services. For example, we may use the Service Information to deliver and target advertising and generate information about the reach and effectiveness of advertising through various measurements and analytics (without providing personally identifiable information about you).

The "Information Collection and Use" Section of our Privacy Policy sets out detailed information regarding our collection, use and sharing of information from and about you. When you download or use the Game, you acknowledge and accept that the Privacy Policy applies to you. You should carefully review the Privacy Policy and, if you do not agree with it, you should not use the Game.

10. IN-GAME ITEMS; PAYMENTS; OWNERSHIP

The Game allows you to “earn” In-Game Items. You may also use real money to purchase a license to use certain In-Game Items. Purchased In-Game Items are subject to the payment terms and conditions of the mobile platform (e.g., Apple’s iOS, Google’s Android OS, and Amazon’s Fire OS) from which you make your purchase. GST does not control or manage the payment process; please review the relevant terms and conditions with the applicable platform provider before making any In-App Purchases. When you purchase a license to use In-Game Items, you agree that we may begin to supply you with your purchased In-Game Items immediately.

You agree that you have no ownership interest in your Game account or any In-Game Items associated with your account, regardless of whether you “earned” or “purchased” such In-Game Items. You agree that In-Game Items, including “Ingots” and any other virtual currencies within the Game are for personal non-commercial entertainment purposes, have no independent value outside of the Game, may not be redeemed for any cash value, and is simply a measurement of your limited license.

ALL SALES ARE FINAL. YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY MOBILE PLATFORM PROVIDER IS REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED IN-GAME ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. IN THE EVENT THAT YOU DO NOT RECEIVE AN IN-GAME ITEM THAT YOU PROPERLY PURCHASED THROUGH A PLATFORM PROVIDER, YOU MAY REQUEST A REFUND DIRECTLY FROM THAT PLATFORM PROVIDER SUBJECT TO THEIR REFUND POLICY.

11. TERMINATION AND SUSPENSION

You may terminate your account at any time, for any reason or no reason, by sending an email to support@gst-gaming.co.uk with the subject entitled “Termination.”

We reserve the right to suspend or discontinue the Game or any part of it at any time, including any features, game elements and In-Game Items and revoke any and all licenses provided to you under these Terms of Use. If that happens, we are not required to provide refunds, benefits or other compensation to you for discontinued elements of the Game or for any In-Game Items previously earned or purchased, and you will have no further right to access your account or use the Game. WE MAY, IN OUR SOLE DISCRETION, LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE GAME OR ANY PORTION OF IT, AND PROHIBIT ACCESS TO THE GAME AND THE CONTENT, SERVICES AND TOOLS AVAILABLE THROUGH THE GAME, OR DELAY OR REMOVE USER CONTENT, AND WE ARE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR RESULTS.

Upon termination of your account for any reason, you agree to no longer access (or attempt to access) the Game.

12. DISCLAIMER; LIMITATION OF LIABILITY

THE GAME IS PROVIDED “AS IS,” AND USE OF THE GAME IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE GAME OR ANY CONTENT OR SERVICES MADE AVAILABLE THROUGH THE GAME, AND WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY. GST DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE GAME AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE GAME WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR OUR SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

REFERENCE TO, OR DEPICTION OF, ANY GEAR OR OTHER ITEMS IN THIS GAME DOES NOT INDICATE AFFILIATION, SPONSORSHIP, OR ENDORSEMENT BY ANY MANUFACTURER. ALL TRADEMARKS RELATING TO ANY GEAR OR OTHER ITEMS IN THIS GAME ARE THE EXCLUSIVE PROPERTY OF THEIR RESPECTIVE OWNERS. YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE TO YOU FOR: (1) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) AN AMOUNT IN EXCESS OF \$100 OR THE AMOUNTS YOU HAVE PAID US FOR THE GAME DURING THE 6 MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY, WHICHEVER IS GREATER; OR (3) THE CONDUCT OF THIRD PARTIES, INCLUDING THIRD PARTY SITES OR MOBILE PLATFORM PROVIDERS OR OTHER PLAYERS OF THE GAME. Certain state and national laws do not allow some of the exclusion of liability or the warranty disclaimers set forth above. Therefore, the above limitations and disclaimers may not apply to you, and you may have additional rights.

13. INDEMNITY

If you misuse the Game, violate the law, or violate these Terms of Use, and your violation results in loss or damage or a claim or liability against us, you agree to indemnify, defend and hold us harmless from (which means you agree to compensate us for) that loss, damage, claim or liability, including our legal fees and expenses. We may take exclusive charge of the defense of any legal action for which you are required to indemnify us under this section, at your expense. You agree to cooperate in our defense of these actions. We will use reasonable efforts to notify you of any claim for which you are obligated to indemnify us. This section will apply even if you stop using the Game or your account is deleted.

14. AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES WAIVER OF A TRIAL BY JURY IN A COURT AND OF THE ABILITY TO BRING ANY CLAIM ON BEHALF OF OTHERS.

Overview

This Section 14 (i.e., the “Agreement to Arbitrate”) applies to the maximum extent permitted by applicable law. If the laws of your jurisdiction prohibit the application of provisions of this Section 14 notwithstanding Section 15 below, those prohibited provisions will not apply to you. **IF YOU LIVE IN THE EUROPEAN UNION, NONE OF THIS SECTION 14 APPLIES TO YOU.**

Most user concerns can be resolved by contacting our customer support team at support@gst-gaming.co.uk. In the unlikely event that we are unable to resolve your concerns and a dispute remains, this Section explains how you and we agree to resolve it. As explained in more detail below, **we each agree to resolve any dispute between us through binding arbitration or small claims court instead of in courts of general jurisdiction.**

Agreement to Arbitrate; Exceptions

If we cannot resolve our dispute through customer support, **YOU AND WE AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION, INCLUDING CLAIMS CONCERNING ANY ASPECT OF THE RELATIONSHIP BETWEEN US, YOUR DECISION TO DOWNLOAD THE GAME, YOUR USE OF THE GAME, ANY USER CONTENT, OR YOUR ACCOUNT.** This Agreement to Arbitrate is intended to be interpreted broadly, and applies to all legal claims under any legal theory (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), and applies to any disputes or claims that you assert or that arise even after you stop using or delete your account for the Game, stop using the Game, or delete the Game application from your mobile device. This Agreement to Arbitrate also applies to any claims that are currently the subject of a purported class action litigation in which you are not a member of a certified class. If you and we have a dispute about whether this Agreement to Arbitrate can be enforced or applies to our dispute, you and we agree that the arbitrator will decide that issue as well.

An arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. **YOU UNDERSTAND THAT YOU AND WE ARE GIVING UP THE RIGHT TO SUE IN COURT AND THE RIGHT TO HAVE A TRIAL BEFORE A JUDGE OR JURY.**

This Section 14, however, does not apply to the following types of claims or disputes, which you or we may bring in court in accordance with Section 15 below:

- (1)** claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and
- (2)** claims for preliminary injunctive relief for violations of sections 4 and 6 herein.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you. Also, any of us can bring a claim in small claims court either in Mesa County, Colorado or the county where you live, or some other place we both agree on, if such claims meets all the requirements to be brought in that court.

The Federal Arbitration Act applies to this Section 14. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where applicable, the AAA’s Supplementary Procedures for Consumer Related Disputes, as modified by these Terms of Use, both of which are available at www.adr.org. The arbitrator will be bound by these Terms of Use.

To start an arbitration proceeding, use the form on AAA’s website (www.adr.org) or call the AAA at 1-800-778-7879. Any arbitration under this section will take place pursuant to AAA rules and be conducted in Mesa County, Colorado. If your claim is for US\$5,000 or less, we agree to reimburse your share of the arbitration costs, including your share of arbitrator compensation, at the conclusion of the proceeding, unless the arbitrator determines your claims are frivolous or your costs are unreasonable as determined by the arbitrator. We agree not to seek attorneys’ fees or costs in arbitration unless the arbitrator determines your claims are frivolous or costs are unreasonable as determined by the arbitrator. If you seek more than US\$5,000, the arbitration costs, including arbitrator compensation, will be split between you and us according to the AAA Commercial Arbitration Rules and the AAA’s Supplementary Procedures for Consumer Related Disputes, if applicable.

For EU Users

In the event of any controversy or claim arising out of or relating to this contract, including any question regarding its existence, validity, termination or breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with the provisions of its International Arbitration Rules. The place of arbitration shall be in London, England. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of GST.

Class Action Waiver

For disputes arising between GST and you, or any other user, that are subject to this Agreement to Arbitrate, you and we agree that we can only bring a claim against each other on an individual basis. NEITHER YOU NOR WE CAN BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION. THE ARBITRATOR CANNOT COMBINE MORE THAN ONE PERSON'S CLAIM INTO A SINGLE CASE, AND CANNOT PRESIDE OVER ANY CONSOLIDATED, CLASS, OR REPRESENTATIVE ARBITRATION PROCEEDING, UNLESS WE BOTH AGREE OTHERWISE IN WRITING. THE ARBITRATOR'S DECISION OR AWARD IN ONE PERSON'S CASE CAN ONLY AFFECT THE PERSON WHO BROUGHT THE CLAIM, NOT OTHER USERS OF THE GAME, AND CANNOT BE USED TO DECIDE DISPUTES WITH OTHERS.

If a court decides that this "Class Action Waiver" subsection is not enforceable or is invalid, then Section 14 shall cease to have effect, however, the remaining portions of the Terms and Conditions will remain in full force and effect.

Changes to this Section 14

We agree to provide you with 5 days' notice through the Game if we change this Section 14. Notwithstanding any provision in this License to the contrary, we agree that if we make any future change to this Section 14, you may reject any such change by sending us written notice within 30 days of the change to legal@gst-gaming.co.uk.

15. APPLICABLE LAW

For Users other than EU Users

You agree that these Terms of Use shall be deemed to have been made and executed in the State of Colorado, U.S.A. and that any dispute arising under the Terms of Use, as well as any other dispute or claim that may arise between you and us, shall be governed by and resolved in accordance with the laws of the State of Colorado, without regard to conflict of law provisions or principals.

For claims not required to be arbitrated under Section 14, or in the event the arbitration provision in Section 14 is deemed unenforceable or voided, you agree that any claim asserted in any legal proceeding by you against us shall be commenced and maintained exclusively in any state or federal court located in Mesa County, Colorado having subject matter jurisdiction with respect to the dispute between the parties and you hereby consent to the exclusive jurisdiction of such courts. In any dispute arising between us, the prevailing party will be entitled to attorneys' fees and expenses.

For EU Users

You agree that these Terms of Use shall be governed by the laws of England, excluding the law of conflicts and the Convention on Contracts for the International Sale of Goods (CISG). However, where the laws of England provide a lower degree of consumer protection than the laws of your country of residence, the consumer protection laws of your country shall prevail. In any dispute arising between us, the prevailing party will be entitled to attorneys' fees and expenses.

16. THIRD PARTY PROMOTIONS AND LINKS

The Game may contain advertisements and other promotional content from third parties, including links to third party websites or vendors (collectively "Third Party Promotions"), some of which may invite you to participate in promotional offers in return for receiving optional services and/or In-Game Items. Some of these Third Party Promotions may charge separate fees, which are not included in any fees that you may pay to us. Any separate charges or obligations you incur in your dealings with such third parties are your responsibility. We make no representation or warranty regarding any content, goods and/or services contained in such Third Party Promotions and will not be liable for any claim relating thereto. We exercise no control over Third Party Promotions, and GST has no responsibility for their content, goods, services, performance, operation, availability, business practices or policies. We are providing these Third Party Promotions to you only as a convenience, and we do not imply any endorsement or recommendation of their content, goods, or services. If you decide to access any of these Third Party Promotions, you do so entirely at your own risk. Third Party Promotions including third party websites are subject to their own terms and policies, including privacy and data gathering practices.

17. OWNERSHIP; TRADEMARKS AND COPYRIGHTS

All rights, title and interest in and to the Game (including without limitation any games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, and recordings of games) are owned by GST. GST reserves all rights, including without limitation all intellectual property rights or other proprietary rights in connection with the Game.

The trademarks "Gaming Software Technologies Limited", "GST" and "Rugby Wars," and logos associated with each of the foregoing, are trademarks of GST, and all trademarks, logos and service marks (collectively, "Marks") displayed on or in the Game are either our property or the property of third parties. Similarly, all artwork and other protectable expression in the

Game are either our property or the property of third parties and protected by Copyright law. Marks, artwork, images, music, and any other protectable expression may not be copied, imitated or used without written permission from the owner.

18. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE

GST responds to allegations of copyright violations in accordance with the Digital Millennium Copyright Act (“DMCA”). The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When GST receives a valid DMCA notification, it may expeditiously take down the offending content. On taking down content under the DMCA, we will take reasonable steps to contact the owner of the removed content, including by forwarding them a copy of the Notice and the name and email address of the person submitting the Notice, so that a Counter Notice may be filed. On receiving a valid Counter Notice, we generally restore the content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity.

Please note: The DMCA provides that you may be liable for damages (including costs and attorneys’ fees) if you falsely claim that content is infringing your copyright. We recommend contacting an attorney if you are unsure whether your content is protected by copyright law or whether content is infringing on your copyright.

To Submit a Notice:

If you believe that in-Game content infringes on your copyright, you must submit a written notification to GST either by email or written letter (regular mail or courier). The Notice must include the following:

1. An identification of the copyright you claim has been infringed (i.e., your copyrighted material);
2. A description of the nature and exact location of the content you claim infringes your copyright;
3. Your name, address, telephone number, and email address;
4. Statements by you that: (a) you have a good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent, or by protection of law; and that (b) you swear, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
5. A physical signature of the copyright owner or a person authorized to act on their behalf. To satisfy the signature requirement, please designate electronic signatures by typing a forward slash before and after your name (e.g., /Jane Doe/).

Send the written Notice to the designated Copyright Agent at GST by emailing us at legal@gst-gaming.co.uk or by sending the Notice to:

Gaming Software Technologies Limited
Attn: Designated Copyright Agent
Gategny Court
Gategny Esplanade
St Peter Port
Guernsey
GY1 4EW

To Submit a Counter Notice:

Under the DMCA, a Counter Notice is a legal means to state your objection to a DMCA Notice. If you have received a DMCA Notice from GST, or have been otherwise advised by GST that your account was the subject of a DMCA Notice, and you dispute that your material is infringing or believe that the material removed or disabled was as a result of a mistake or misidentification of the material to be removed or disabled, you may submit a Counter Notice.

19. MISCELLANEOUS

Except as otherwise expressly set forth in these Terms of Use, in the event that any provision of these Terms of Use shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of these Terms of Use shall remain in full force and effect. These Terms of Use constitute and contain the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior oral or written agreements. You agree that these Terms of Use are not intended to confer and do not confer any rights or remedies upon any person other than the parties to these Terms of Use.

If we provide a translated version of these Terms of Use or any other terms or policy incorporated or referenced in these Terms of Use, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

If we do not enforce a provision of these Terms of Use, that does not waive our right to do so later. And, if we do expressly waive a provision of these Terms of Use, that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by both you and us to be legally binding.

GST is subject to existing laws and legal process, and we may comply with law enforcement or regulatory requests or requirements notwithstanding any term to the contrary in these Terms of Use.

We may notify you via postings on rugby-wars.com or via e-mail or via any other contact information you provide to us. All notices given by you or required from you under these Terms of Use or the GST Privacy Policy shall be in writing and addressed to: GST, Inc. Attn: Legal@gst-gaming.co.uk. Any notices that you provide that do not comply with these requirements shall have no legal effect.

GST shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of GST, including without limitation any failure to perform hereunder due to unforeseen circumstances or causes beyond GST's control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

For Australia and New Zealand Users Only:

Upon termination of your account, GST will take all reasonable steps to destroy or de-identify your personal information. You acknowledge that some information about you may be retained where required by law or for data back-up purposes.

For European Union Users Only:

If you reside in the European Union, you acknowledge that you will no longer have the right to cancel under the EU's Consumer Rights Directive (or implementing legislation in the country where you are located) once we start to supply you with the In-Game Item.

20. CONTACT INFORMATION

The Site and Services are operated and provided by GST. If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please send an e-mail to [**support@gst-gaming.co.uk**](mailto:support@gst-gaming.co.uk)

21. DISCLAIMER

REFERENCE TO, OR DEPICTION OF ANY GEAR or OTHER ITEMS IN THIS GAME DOES NOT INDICATE AFFILIATION, SPONSORSHIP, OR ENDORSEMENT BY ANY MANUFACTURER. ALL TRADEMARKS RELATING TO ANY GEAR or OTHER ITEMS IN THIS GAME ARE THE EXCLUSIVE PROPERTY OF THEIR RESPECTIVE OWNERS.