

TERMS OF SERVICE AND END USER LICENSE AGREEMENT

FOR U.S. RESIDENTS, THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WITH A 30-DAY RIGHT TO OPT OUT. SEE SECTION 14.4.

Effective from September 1st, 2026

Hey there and welcome. Before you jump into the Game, here's the deal. These Terms are the ground rules for DVE-published Games and the Services that come with them. Not every Game has multiplayer, mods, Virtual Items or other fancy stuff; if a feature isn't there, the rules about it simply don't apply. Some Games may have their own extra rules, and those take priority where they specifically say something different. Got the Game through Steam, PlayStation, Xbox or another Platform? Their rules handle their platform stuff - accounts, payments, refunds and the like. Our rules handle the Game and DVE-operated Services. Nice and simple.

These Terms of Service and End User License Agreement ("**Terms**", "**Agreement**") constitute a legal agreement between you ("**User**", "**You**") and DIGITAL VORTEX ENTERTAINMENT LTD, a company incorporated under the laws of the Republic of Cyprus with registered number HE 460715, whose registered office is at Antrea Dimitriou, 5, Flat/Office 302, 1056, Nicosia, Cyprus ("**Company**", "**DVE**", "**We**", "**Us**").

These Terms apply only to Games published or otherwise made available by or on behalf of the Company, and to Services, features and content relating to those Games, where these Terms are expressly referred to, incorporated or otherwise made available to the User.

Certain provisions of these Terms apply only if and to the extent that the relevant Game or Service includes the feature described in those provisions. References to Multiplayer Features, Virtual Items, User Generated Content, community features, beta testing, playtests, Early Access or other optional functionality do not mean that every Game or Service includes or supports such functionality.

A particular Game, Service or feature may also be subject to additional game-specific or feature-specific terms, rules or notices ("**Additional Terms**"). Where applicable, such Additional Terms will be made available in connection with the relevant Game, Service or feature. In the event of a conflict between these Terms and applicable Additional Terms, the Additional Terms shall prevail with respect to the relevant Game, Service or feature to the extent of that conflict.

These Terms apply to the download, installation, access and use of the Games, including any updates and additional digital content made available in connection with them, and to other Services operated by or on behalf of the Company to which these Terms are expressly made applicable.

Where a Game or related content is acquired, downloaded or accessed through a third-party Platform, the User's relationship with that Platform is governed by the applicable Platform terms. Such Platform terms may govern, among other matters, the User's Platform account, Platform services, purchases and payment processing, refunds, Platform-managed entitlements, distribution and access rights within that Platform. These Terms govern the User's rights and obligations in relation to the relevant Game, including the licence to use the Game and the rules applicable to its use, and in relation to any Services operated by or on behalf of the Company. Applicable Platform terms separately govern the User's

relationship with the Platform and may also impose terms or conditions relating to the acquisition, distribution, download, installation, access to or use of the Game through that Platform. Nothing in these Terms modifies the terms governing the User's relationship with the applicable Platform. In the event of a conflict between these Terms and applicable Platform terms, the Platform terms shall prevail to the extent of that conflict with respect to Platform account management, payment processing, refunds, purchases, Platform-managed entitlements, distribution and other services operated by the Platform.

Acceptance of these Terms is governed by Section 2. Any amendment to these Terms is governed by Section 18.5.

We've added short, plain-English summaries before each Section to make these Terms easier (and hopefully less painful) to read. These summaries are for convenience only, they are not part of the legally binding terms and do not change, replace or override the full wording of the Section that follows. If there is ever a difference between a summary and the legal text, the legal text wins

1. Terms and Definitions

First, a quick dictionary break. Legal docs love defined terms, so this section tells you what we mean when we say things like "Game," "Platform," "UGC" or "Virtual Items." Nothing exciting happens here, we're just making sure everyone uses the same vocabulary before the legal machinery starts moving.

1.1. Words and phrases used in these Terms have the following meanings unless otherwise expressly specified:

1.1.1. **"Acceptance of the Terms"** means the User's valid acceptance of these Terms in accordance with Section 2.

1.1.2. **"Platform"** means any third-party digital distribution platform, application store, storefront, console network or other service through which a Game, additional digital content or related functionality may be distributed, acquired, downloaded, accessed or used, including, where applicable, Steam, Epic Games Store, GOG, PlayStation Network, Xbox or any other platform authorised by the Company.

1.1.3. **"Content"** means text, graphics, audio, audiovisual material, software elements, data and other content made available through or in connection with a Game or Service.

1.1.4. **"Device"** means a personal computer, console, mobile device, tablet or other compatible device on which the relevant Game or Service may be installed, accessed or used.

1.1.5. **"Game"** or **"Games"** means any video game software published or otherwise made available by or on behalf of the Company to which these Terms apply, including the relevant Game Client, updates, downloadable content, and other components forming part of that Game.

1.1.6. **"Game Client"** means the software, if any, installed or executed on the User's Device in order to access or use a Game.

1.1.7. **"Virtual Items"** means virtual currency, virtual items, cosmetic content, digital enhancements or other virtual content made available for use within a particular Game, where such functionality is offered.

1.1.8. **“User”** or **“End User”** means an individual who enters into these Terms with the Company and accesses or uses a Game or Service in accordance with these Terms.

1.1.9. **“User Generated Content”** or **“UGC”** means content created, uploaded, submitted, published, transmitted, distributed or otherwise made available by a User through or in connection with a Game or Service where such functionality is provided.

1.1.10. **“Services”** means the Games and may also include, where applicable, Company-operated websites, customer support, online or multiplayer functionality, community features and other services provided by or on behalf of the Company in connection with a Game and to which these Terms apply.

1.1.11. **“Website”** means any website operated by or on behalf of the Company to which these Terms are expressly made applicable.

2. Acceptance of these Terms. Privacy Policy

This is the “by playing, you’re agreeing to the rules” part, with a couple of important caveats. If we give you a button, checkbox or similar way to accept the Terms, that’s when you accept them. If there’s no click-through, simply downloading, installing or using the Game may count as acceptance where the law allows it, as long as the Terms were properly made available to you first. If you don’t agree, the deal is pretty simple: don’t use the Game or Service. You also need to be legally allowed to enter into this agreement. If you’re too young or otherwise can’t do that on your own, local law, platform rules or parental consent may come into play. And one important privacy note: accepting these Terms is not the same thing as consenting to every possible use of your personal data. Privacy is covered separately in our Privacy Policy, and if the law says we need your specific consent for something, we’ll ask for it separately rather than hiding it inside the “I agree” button.

2.1. Acceptance. Where the User is presented with a mechanism to expressly accept these Terms, including by click-through, checkbox or similar confirmation, the User accepts these Terms by completing that acceptance process. Where no such express acceptance mechanism is provided, and to the extent permitted by applicable law, the User accepts these Terms by downloading, installing, accessing or using the relevant Game or Service after these Terms have been made available to the User in a reasonably accessible manner, including through the relevant store page, Platform listing, Game, Service or other appropriate notice. If the User does not agree to these Terms or any applicable Additional Terms, the User must not access or use the relevant Game or Service and, where applicable, must discontinue its use.

2.2. Legal capacity. By accepting these Terms, the User confirms that the User has the legal capacity to enter into these Terms under applicable law. If the User has not reached the age or does not otherwise have the legal capacity required to enter into these Terms independently under applicable law, the User may use the relevant Game or Service only where such use is permitted under applicable law and, where required, with the consent, authorization or supervision of a parent or legal guardian. The User must comply with any minimum age requirements applicable to the relevant Game or Service under applicable law or applicable Platform rules.

2.3. Privacy Policy. The Company processes personal data in accordance with its Privacy Policy, which is a separate document and is made available to Users at <https://vortex.game/legal/docs/pp.pdf>. The Privacy Policy explains the purposes and legal bases of processing, categories of personal data processed, recipients, retention periods, international transfers and Users’ applicable data protection rights. Where

applicable law requires the User's consent for a specific processing activity, such consent will be requested separately.

3. License

This is basically the "you can play the game, but you don't own the code" section. We're giving you a personal licence to install and play the Game where we've actually made it available. You can use the normal gameplay features, grab Virtual Items if the Game has them, join tournaments where allowed, and generally use the Game the way it's meant to be used. What you can't do is turn that licence into something else. So: no reselling the Game, no reverse engineering where the law lets us restrict it, no cheats or bots, no bypassing security, no private-server wizardry, and no scraping the Game or its data to train your shiny new AI model unless we've said that's okay or the law gives you that right anyway. Also, buying or downloading a Game doesn't mean you now own the underlying software, art, code, characters or other IP. You get the right to use the Game; the ownership stays with the Company and its licensors.

3.1. License Grant. Subject to the User's compliance with these Terms and any applicable Additional Terms, the Company grants the User a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to install, access and use the relevant Game and its Game Client for the User's personal, non-commercial entertainment purposes during the term of these Terms, in accordance with the functionality of the Game and subject to any applicable Platform terms. The territorial scope of the licence is limited to the countries and territories in which the relevant Game is made available or authorised for use by or on behalf of the Company, including through the applicable Platform, and is subject to any applicable territorial restrictions, geo-blocking, Platform requirements and applicable law.

3.2. Permitted Use. Subject to these Terms, the User may:

- (a) install and run the Game Client on compatible Devices as permitted by the relevant Platform and the technical functionality of the Game;
- (b) access and use the Game and its available gameplay functionality for personal, non-commercial entertainment purposes;
- (c) where offered by the relevant Game, acquire and use Virtual Items in accordance with Section 5 and applicable Platform terms;
- (d) participate in tournaments, competitions or esports activities where permitted for the relevant Game and subject to any applicable Additional Terms or competition rules;
- (e) use customer support and other Services made available in connection with the relevant Game; and
- (f) use the Game in any other manner expressly permitted by these Terms, applicable Additional Terms or applicable law.

3.3. Restrictions. Except as expressly permitted by these Terms, applicable Additional Terms, applicable Platform terms or applicable law, the User must not, directly or through any third party:

- (a) copy, reproduce, distribute, publicly communicate, sell, rent, lease, sublicense or otherwise make available the Game, Game Client or any substantial part thereof;
- (b) modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive source code from the Game or Game Client;

- (c) create or distribute unauthorised derivative works, software, services, tools or other products based on or incorporating the Game or Game Client;
- (d) develop, distribute, promote or use cheats, bots, automation tools, exploits, unauthorised modifications or other software or methods intended to interfere with, circumvent or manipulate the normal operation, security, integrity or gameplay of a Game or Service;
- (e) circumvent, disable, remove or interfere with technological protection measures, security measures, access controls or entitlement verification mechanisms;
- (f) remove, obscure or alter copyright, trademark or other proprietary notices contained in a Game or Service;
- (g) commercially exploit the Game, Game Client, Content, Virtual Items or other Company intellectual property except where expressly permitted by the Company, applicable Additional Terms or applicable Platform terms;
- (h) use the Game or Services in any other manner that infringes the intellectual property or other rights of the Company, its licensors or third parties;
- (i) scrape, extract, harvest, mine or otherwise systematically collect or use the Game, Game Client, Content or data made available through a Game or Service for text and data mining, machine learning, artificial intelligence training or other automated analytical purposes, except where expressly permitted by the Company or where such activity cannot lawfully be restricted under applicable law; or
- (j) emulate, intercept, redirect, manipulate or otherwise interfere with communications protocols used by a Game or Service, or create, operate, provide, promote, facilitate, access or use any unauthorised server, private server, matchmaking service, proxy, emulator or other service or technology intended to reproduce, replace, circumvent or interfere with any server, network, authentication, matchmaking, entitlement-verification or other functionality authorised by the Company or the applicable Platform, including through protocol emulation, tunnelling, code injection or similar methods;

Nothing in this Section restricts any act that the User is entitled to perform under applicable mandatory law, including any right that cannot lawfully be excluded or restricted by contract.

3.4. No Transfer of Ownership. The Games, Game Clients, Content and other materials made available by or on behalf of the Company are licensed, not sold, except to the extent applicable law provides otherwise. Except for the limited rights expressly granted under these Terms, all rights in and to the Games, Services and Content remain with the Company or its licensors.

4. Use of the Games and Services

This is the “please don’t break the game, and yes, online stuff can occasionally go down” section. We may use security tools, anti-cheat systems and other technical measures to keep the Game fair, stable and secure. We can also set or update reasonable gameplay and community rules when needed - things like technical limits, regional restrictions or rules for online features. If personal data is involved, the Privacy Policy still applies. If the Game has multiplayer or other online features, they may depend on internet access, third-party platforms and external services, so we can’t promise they’ll work perfectly 24/7 on every device forever. We may also need to patch, restrict or retire online features for technical, security, legal or business reasons. Where the law gives you specific rights if that happens, those rights still apply.

4.1. Security and Integrity Measures. Where reasonably necessary to protect the security, integrity, fair operation or proper functioning of a Game or Service, the Company may implement technical measures designed to detect, prevent or address cheating, fraud, unauthorised interference, circumvention, security threats or other misuse. Where such measures involve the processing of personal data, the relevant processing will be carried out in accordance with the applicable Privacy Policy or other privacy notice and applicable data protection law.

4.2. Technical and Gameplay Rules. The Company may establish and update reasonable technical restrictions, gameplay rules, community rules and other rules applicable to a particular Game or Service ("**Game Rules**") where reasonably necessary for gameplay, security, integrity, safety, technical, operational or legal reasons. The User must comply with any territorial, geographic, regional, language, location-based or other availability restrictions applicable to the relevant Game or Service, including restrictions implemented by the Company or the applicable Platform.

4.3. Availability and Maintenance. Games and Services, or particular features thereof, may from time to time be temporarily unavailable due to scheduled or unscheduled maintenance, updates, technical issues, security requirements or circumstances outside the Company's reasonable control. The Company does not guarantee uninterrupted availability of any Game or Service except to the extent required by applicable mandatory law.

4.4. Multiplayer and Online Features. This Section applies only if and to the extent that the relevant Game provides multiplayer, cooperative, matchmaking, leaderboard, tournament, cross-platform or other online functionality operated by or on behalf of the Company.

4.4.1. Certain Games may include multiplayer, cooperative or other online-enabled features ("**Multiplayer Features**").

4.4.2. Multiplayer Features may support cross-platform functionality allowing Users on different supported Platforms or systems to interact or play together. The Company may use its own systems or third-party services to provide matchmaking, social functionality, gameplay synchronisation or other online features.

4.4.3. The Company does not guarantee uninterrupted access, complete synchronisation or identical functionality across all Platforms or Devices. Hardware, software, regional availability, network conditions and third-party service availability may affect the operation or accessibility of Multiplayer Features, subject to applicable mandatory law.

4.4.4. Users must use Multiplayer Features in accordance with these Terms, applicable Game Rules and the Code of Conduct. Material or repeated violations may result in proportionate restrictions, suspension or termination of access to relevant online functionality in accordance with these Terms and applicable law.

4.4.5. The Company may use automated systems and technical tools, including anti-cheat and fraud-prevention technologies, where reasonably necessary to protect the security, integrity and fair operation of Multiplayer Features. Any processing of personal data through such technologies will be carried out in accordance with the applicable Privacy Policy or other privacy notice and applicable data protection law.

4.4.6. The Company is not responsible for the independent actions or content of other Users except to the extent that liability arises under applicable law. The Company may provide moderation, reporting or enforcement tools but does not guarantee that all unlawful, harmful or objectionable conduct or content will be identified or removed.

4.4.7. The Company may update, restrict, suspend, modify or discontinue Multiplayer Features where reasonably necessary for commercial, technical, security, legal, licensing, operational or other legitimate business reasons, including where a third-party service required for such functionality is discontinued or materially changed.

Where required by applicable law, the Company will provide any applicable information, notice, termination right or other remedy relating to a material modification or discontinuation of such functionality.

4.5. Analytics and Telemetry. The Company may use analytics, telemetry, diagnostic and similar technologies, including technologies provided by third-party service providers, to collect and analyse information relating to the operation, performance and use of a Game or Service for purposes such as understanding gameplay and feature usage, measuring game sessions, improving and balancing gameplay, and supporting the development and performance of the relevant Game. Where such activities involve the processing of personal data, the relevant processing will be carried out in accordance with the applicable Privacy Policy or other privacy notice and applicable data protection law. Where applicable law requires consent for a particular analytics or similar technology, such consent will be requested separately.

5. Virtual Items

This is the “your shiny in-game stuff stays in the game” section. Virtual Items can include currency, cosmetics, unlocks and similar digital goodies. You can use them as the Game allows, but they’re generally not cash, not freely transferable and not something you own outside the Game. We may rebalance, change or remove them when reasonably necessary, but any mandatory consumer rights still apply.

This Section applies only if and to the extent that the relevant Game allows Users to acquire, earn, purchase, receive or use Virtual Items.

5.1. Nature of Virtual Items. Unless otherwise expressly stated for a particular Game, Virtual Items provide the User with a limited, non-exclusive, non-transferable and non-sublicensable right to use the relevant Virtual Item within the Game and in accordance with these Terms, applicable Additional Terms and applicable Platform terms. Virtual Items do not constitute ownership of any underlying intellectual property of the Company or its licensors.

5.2. No Cash Value and Transfers. Except where expressly permitted by the Company, the relevant Game functionality, applicable Additional Terms or applicable Platform terms, Virtual Items are intended solely for use within the relevant Game and may not be sold, transferred, exchanged or redeemed for real-world money, goods or services.

5.3. Acquisition. Virtual Items may be acquired, earned, purchased or received only through methods made available or expressly authorised for the relevant Game, including through an applicable Platform where relevant. Availability, acquisition methods, eligibility requirements, quantities and other conditions relating to Virtual Items may vary between Games and may be specified through the relevant Game, Platform or applicable Additional Terms.

5.4. Modification and Rebalancing. The Company may modify, rebalance, replace, restrict or remove Virtual Items where reasonably necessary for gameplay balancing, technical, security, legal, regulatory, licensing, fraud-prevention, operational or other legitimate business reasons. Where such action affects Virtual Items acquired for payment or otherwise constitutes a modification of digital content or a digital

service subject to mandatory consumer law, any applicable rights of the User to restoration of conformity, price reduction, refund, termination or other mandatory remedy remain unaffected.

5.5. Pricing and Availability. The Company or the applicable Platform may change the price, availability, quantity, acquisition conditions or offering of Virtual Items from time to time. Such changes may apply to future acquisitions and offers and do not, by themselves, alter the price already paid for a completed transaction. The Company may establish reasonable limits on the quantity or value of Virtual Items that may be acquired, purchased, held, used or transferred, where such functionality exists, including for gameplay, security, fraud-prevention, legal, technical or operational reasons.

5.6. Platform Purchases. Where Virtual Items are acquired through a third-party Platform, the purchase, payment processing, refund procedure and Platform entitlement are also subject to the applicable Platform terms and mandatory law. The nature and scope of the User's rights in relation to a particular Virtual Item may depend on the relevant Game, the applicable offer and the Platform through which it was acquired.

5.7. Restrictions Following Breach. Where reasonably proportionate to a material breach of these Terms and technically and legally available, the Company may restrict or suspend access to Virtual Items associated with Company-operated functionality. Any such measure will remain subject to applicable mandatory law and the suspension and termination provisions of these Terms.

6. Purchases, Payments and Refunds

This is the "who actually handles your money" section. If you buy something through Steam or another Platform, they usually handle the payment, billing and refund process - so their rules apply to that part. If a purchase gets refunded or reversed, access to the related Game or item may also disappear. And whatever mandatory consumer rights you have still apply.

6.1. Paid and Free Content. A Game, downloadable content, Virtual Items or other digital content may be offered free of charge or for payment, as indicated in the relevant Game, Service or Platform.

6.2. Platform Purchases. Where a purchase is made through a Platform, the transaction, payment processing, billing, cancellation and refund process is subject to the applicable Platform terms and policies and to applicable mandatory law.

6.3. Payment Processing by Platforms. The Company does not process or control payments or refunds for transactions made solely through a third-party Platform, except to the extent that the relevant Platform makes functionality available to the Company for that purpose.

6.4. Platform Transaction Services. The Company is not responsible for the independent operation of payment processing, billing, chargebacks, refunds, Platform account services or other transaction services operated by a third-party Platform. Claims or requests relating solely to such Platform-operated transaction services must be addressed in accordance with the applicable Platform procedures and mandatory law. Nothing in this Section excludes any responsibility of the Company that arises under applicable mandatory law in relation to the relevant Game, Service or digital content.

6.5. Refunds and Reversals. Where a purchase made through a Platform is cancelled, refunded, reversed or otherwise invalidated, the Company may, to the extent technically available and permitted by applicable law, remove or disable access to the corresponding Game, digital content or Virtual Items.

6.6. Mandatory Consumer Rights. Nothing in these Terms limits any mandatory consumer rights applicable to the relevant transaction, Game, Service or digital content, including rights relating to

supply, conformity, repair or restoration of conformity, price reduction, termination, refunds or withdrawal.

6.7. Direct Purchases from the Company. If the Company offers purchases directly to Users outside a third-party Platform, such purchases may be subject to separate terms of sale or other Additional Terms presented to the User before the relevant transaction.

7. Pre-Release Versions, Playtests and Early Access

This is the “you’re playing it before it’s fully baked” section. Alphas, betas, playtests and Early Access builds can be buggy, unfinished and subject to major changes. Progress, saves, features and even access itself may disappear along the way. If you’re in a private test, keep the non-public stuff private - no leaks, streams or screenshots unless we say otherwise.

7.1. Applicability. This Section applies only where a Game or a version of a Game is expressly identified as an alpha, beta, preview, playtest, Early Access version or other pre-release or testing version (a “Pre-Release Version”).

7.2. Pre-Release Status. A Pre-Release Version may be incomplete and may contain bugs, errors, unfinished or placeholder content, limited functionality or other issues that may affect its performance, stability or functionality.

7.3. Changes During Development. During development, the Company may modify, add, rebalance, replace or remove gameplay mechanics, content, interfaces, technical requirements or other features of a Pre-Release Version as part of the development and testing process, subject to applicable mandatory law.

7.4. Saves and Game Data. Updates to a Pre-Release Version may reset, modify or render incompatible saved games, settings, progression, achievements or other game data.

7.5. Access to Testing. Access to a playtest, alpha, beta or other limited testing version may be restricted to selected Users, limited in duration, suspended or discontinued by the Company for technical, operational, security, legal, testing or other legitimate reasons. Unless expressly stated otherwise, participation in or access to such a testing version does not entitle the User to receive access to the final commercial version of the Game.

7.6. Progress and Entitlements. Unless expressly stated otherwise, progress, achievements, unlocks, Virtual Items or other data or entitlements generated or made available in a Pre-Release Version are not guaranteed to carry over to later versions or to the final commercial release.

7.7. Roadmaps and Future Plans. Any roadmap, estimated release date, planned feature or other statement regarding future development reflects the Company’s current plans or expectations at the time it is made and may change during development. Nothing in this Section limits any right or remedy arising under applicable mandatory law or from any representation or commitment that is legally binding on the Company.

7.8. Confidentiality of Non-Public Tests. Where a Pre-Release Version is provided as part of a closed, private or otherwise non-public test, all non-public information made available to or learned by the User in connection with that test shall be treated as confidential unless the Company expressly states otherwise. Without the Company’s prior written permission, the User must not disclose, publish, stream, broadcast, distribute or otherwise make available to any third party any confidential information relating to the non-public test, including gameplay footage, screenshots, recordings, images, audio, game files,

builds, features, mechanics, characters, story elements, technical information, test materials, communications from the Company or other information that is not publicly available through authorised sources. The User must not permit any third party to access or use a non-public Pre-Release Version unless expressly authorised by the Company. These confidentiality obligations do not apply to information that the User can demonstrate: (a) was lawfully available to the public without breach of these Terms; (b) was lawfully known to the User without confidentiality restrictions before disclosure by the Company; (c) was lawfully received from a third party without confidentiality restrictions; or (d) must be disclosed under applicable law or a binding order of a competent authority, provided that, where legally permitted, the User gives the Company reasonable prior notice of such required disclosure. The confidentiality obligations under this Section continue until the relevant information is lawfully made public by or with the authorisation of the Company, unless a different period is specified in applicable Additional Terms.

8. Use of the Website

This is the “yes, the website has rules too” section. The site may use security checks, account features and necessary cookies, and sometimes it may be down. You’re welcome to browse and use public Website Content for personal purposes, but copying, reselling, reverse-engineering or pretending our branding is yours is a no-go unless the law says otherwise.

This Section applies only to Websites and online services operated by or on behalf of the Company.

8.1. Access to the Website. The Company may establish reasonable technical, security or access requirements for the Website or particular Website functionality, including registration, authentication, browser compatibility requirements and security checks. Certain functionality may require the use of cookies or similar technologies that are strictly necessary for the operation or provision of the functionality requested by the User. Where consent is required under applicable law for the use of cookies or similar technologies, such consent will be requested separately in accordance with applicable law. The availability or proper functioning of the Website may be affected by maintenance, technical issues, security measures, the User’s Device, browser, Internet connection or circumstances outside the Company’s reasonable control. The Company does not guarantee uninterrupted availability of the Website, subject to applicable mandatory law.

8.2. Use of Website Content. Subject to these Terms and unless otherwise expressly stated, the User may access, view and make reasonable copies or printouts of publicly available Website Content solely for personal, informational and non-commercial purposes, provided that all copyright, trademark and other proprietary notices are preserved. Except as expressly permitted by these Terms or applicable law, the User must not reproduce, modify, distribute, publicly display, publicly communicate, commercially exploit or otherwise use Website Content without the prior authorisation of the Company or the relevant rights holder. The User must not copy, modify, reverse engineer or otherwise use software, technological components or protected materials made available through the Website except as expressly permitted by these Terms or applicable law. The names, logos, trademarks and other brand elements of the Company may not be used in a manner that suggests sponsorship, endorsement, affiliation or other authorisation by the Company without the Company’s prior permission, except where such use is permitted by applicable law. Unless otherwise indicated, Website Content is owned by or licensed to the Company and is protected by applicable intellectual property laws. No rights are granted to the User except those expressly provided under these Terms or applicable law. When using the Website, the User must comply with these Terms and applicable law.

9. User Generated Content (“UGC”)

This is the “you made it, but we need permission to use it” section. If the Game lets you create mods, maps, videos, Workshop content or other UGC, you keep your own IP, but you give us a broad licence to host, use, modify and distribute it as needed for the Game and related content. You’re also responsible for making sure your UGC is actually yours to share, follows the rules and doesn’t infringe someone else’s rights. We may moderate or remove UGC where needed, and Steam or other platforms may apply their own rules too.

9.1. Applicability. This Section applies only if and to the extent that the relevant Game or Service expressly allows Users to create, upload, publish, transmit, distribute, share or otherwise make content available through or in connection with the Game or Service, including through a supported third-party platform such as the Steam Workshop (“**UGC**”). UGC may include, where permitted for the relevant Game or Service, user-created levels, maps, modifications, character or item customisations, images, audio, video, text, scripts, gameplay-related content and other materials made available by Users. Nothing in these Terms independently grants the User any right to reproduce, modify, adapt, distribute or create derivative works based on a Game, its Content or any other intellectual property of the Company or its licensors. Any permission to create or distribute mods, fan works, gameplay videos, streams or other derivative or fan content may be subject to Game-specific rules, modding terms, fan content guidelines or other Additional Terms.

9.2. Ownership of UGC. As between the User and the Company, the User retains any intellectual property rights that the User may have in the User’s original contributions to UGC. The User does not acquire any ownership or other rights in the Games, Services, Content or other intellectual property of the Company, its developers or licensors merely because such material is incorporated into, used to create, or otherwise forms part of the User’s UGC.

9.3. Licence to the Company. By creating, submitting, uploading, publishing, transmitting, distributing or otherwise making UGC available through or in connection with a Game or Service, the User grants the Company and its affiliates a worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to host, store, reproduce, copy, use, modify, adapt, translate, edit, develop, create derivative works from, distribute, transmit, broadcast, communicate to the public, publicly display, publicly perform, publish, make available, incorporate into other works, commercialise, exploit and otherwise use such UGC, in whole or in part, in any form, format, medium or channel now known or later developed, for any purpose connected with the Games, Services, the Company’s business or the development, operation, distribution, marketing, promotion or commercial exploitation of Games, Services or other Company products or content. The licence granted under this Section includes the right for the Company and its sublicensees to modify, combine, adapt or incorporate UGC into Games, Services, updates, downloadable content, promotional materials, audiovisual content, community materials or other Company content or products, and to continue using, distributing and exploiting such materials after the User ceases to use the relevant Game or Service or removes the original UGC. To the extent permitted by applicable law, the licence granted under this Section is irrevocable and perpetual with respect to any UGC that has been incorporated into, used in connection with, or forms part of any Game, Service, update, content, marketing material or other Company product or material. Unless otherwise expressly agreed in writing, the Company has no obligation to use the UGC, attribute the UGC to the User, or pay the User any fee, royalty, compensation or other consideration in connection with the exercise of the rights granted under this Section. To the extent permitted by applicable law, the User waives and agrees not to assert any moral rights or similar rights in the UGC against the Company, its affiliates, licensees or sublicensees to the extent necessary to enable the exercise of the rights granted

under this Section. Nothing in this Section transfers ownership of the User's original intellectual property rights in UGC to the Company, except for the licence and other rights expressly granted under these Terms.

9.4. Steam Workshop Content. Where a Game supports the creation, submission, distribution or use of UGC through the Steam Workshop ("**Workshop Content**"), the User's submission, distribution and use of Workshop Content is also subject to the Steam Subscriber Agreement, applicable Steam Workshop terms and any App-Specific Terms or other Steam terms applicable to the relevant Game. The User acknowledges that Valve may make Workshop Content available to other Steam users and may otherwise use, distribute, modify or administer Workshop Content in accordance with the applicable Steam terms. Nothing in these Terms limits, replaces or modifies any licence or other rights granted by the User to Valve, its affiliates or other Steam users under the applicable Steam terms. To the extent that the Company receives or exercises rights in Workshop Content under the applicable Steam terms, those rights are cumulative with, and are not limited by, the rights granted to the Company under this Section.

9.5. Workshop Integration. Where Workshop Content is selected, accepted or otherwise used by the Company for incorporation into, distribution with or other integration into a Game or Service, the Company may exercise the rights granted under Section 9.3 in relation to such Workshop Content, including for its adaptation, modification, integration, continued distribution, development, promotion and commercial exploitation. The rights granted to the Company under this Section and Section 9.3 are cumulative with any rights the Company may receive under applicable Steam terms, App-Specific Terms, Game-specific rules or other Additional Terms. Unless otherwise expressly agreed in writing, the selection, integration or use of Workshop Content by the Company does not entitle the User to payment, royalties, attribution or other compensation.

9.6. Rights and Permissions. By submitting or otherwise making UGC available, the User represents and warrants that:

- (a) the User owns the UGC or has all rights, licences, consents and permissions necessary to submit it and grant the rights described in these Terms and any applicable Platform terms;
- (b) where the UGC was created jointly with other persons, the User has the authority to submit the UGC and grant the necessary rights on behalf of all relevant contributors;
- (c) the UGC does not infringe or misappropriate any copyright, trademark, trade secret, privacy, publicity or other proprietary or personal right of any third party;
- (d) the UGC does not violate applicable law, these Terms or any applicable Additional Terms; and
- (e) the submission and use of the UGC as permitted under these Terms will not require the Company to obtain additional rights or make payments to any third party, except where expressly agreed otherwise.

9.7. UGC Rules and Restrictions. UGC must comply with these Terms, the applicable Code of Conduct, any Game-specific rules and any applicable Platform terms. The Company may establish Additional Terms governing particular categories of UGC. Unless expressly permitted by the applicable Platform terms, App-Specific Terms or other Additional Terms, the User may not sell, license or otherwise commercially exploit UGC that incorporates or is based on intellectual property of the Company or its licensors.

9.8. Monetisation. UGC is not necessarily required to be provided free of charge. Where the relevant Game, Platform or applicable App-Specific Terms permit UGC or Workshop Content to be distributed for payment or otherwise monetised, any applicable pricing, revenue sharing, compensation, payment processing, taxes and related conditions will be governed by the relevant Platform terms and any

applicable Additional Terms. Nothing in these Terms creates any entitlement to monetise UGC or receive payment unless such monetisation or payment is expressly permitted for the relevant Game or Service.

9.9. Moderation and Removal. Where UGC is made available through a Game or Service operated by or on behalf of the Company, the Company may, but is not obliged to, review, moderate, restrict, disable or remove UGC where the Company reasonably considers this necessary to:

- (a) comply with applicable law or a valid legal request;
- (b) enforce these Terms or applicable Additional Terms;
- (c) protect the rights, safety or legitimate interests of the Company, other Users or third parties;
- (d) address infringement, fraud, abuse, security or technical risks; or
- (e) protect the integrity or proper operation of the relevant Game or Service.

The Company does not guarantee that all unlawful, infringing, offensive or otherwise objectionable UGC will be identified, reviewed or removed.

Where UGC is hosted or distributed by a third-party Platform such as Steam, moderation and removal may also be carried out by that Platform in accordance with its own terms and policies. Where required by applicable law, the Company will provide information concerning the reasons for a moderation or removal decision and any available means of review or challenge.

9.10. Removal by the User. Where the relevant Game, Service or Platform provides functionality enabling the User to delete or remove UGC, the User may use that functionality subject to the technical characteristics and applicable terms of the relevant Game, Service or Platform. Removal of UGC does not affect rights already granted to other Users or third parties where those rights survive removal under the applicable Platform terms. The Company may also retain or continue to use copies of UGC to the extent reasonably necessary for legal, security, evidentiary or backup purposes, or where the UGC was incorporated into the Game, shared content or materials created before removal, subject to applicable law and applicable Platform terms.

9.11. No Obligation to Use or Maintain UGC. The Company is not obliged to use, distribute, promote, integrate, maintain or continue supporting any UGC. The Company does not guarantee that UGC will remain compatible with future updates, patches, versions or technical requirements of a Game or Service. Where reasonably practicable, the Company may provide information or tools enabling creators to identify compatibility with particular versions of a Game, but the User remains responsible for maintaining the compatibility of the User's UGC unless otherwise stated.

9.12. User Responsibility. The User is responsible for the UGC submitted or made available by the User and for any consequences reasonably attributable to the User's unlawful or unauthorised creation, submission or distribution of such UGC. Nothing in this Section limits any liability of the User arising under applicable law from infringement of third-party rights, unlawful content, fraud or other unlawful conduct.

9.13. Reporting UGC. If the User believes that UGC available through a Game or Service is unlawful, infringing or otherwise violates these Terms, the User may report it through any reporting functionality made available in the relevant Game, Service or Platform or by contacting support@vortex.game. Where the relevant UGC is hosted through Steam or another third-party Platform, the User may also use the reporting procedures provided by that Platform.

10. Code of Conduct

This is the “don’t be a menace” section. If the Game has chat, multiplayer, UGC or community features, play nice: no harassment, scams, doxing, cheating, malware, exploits or other behaviour that ruins things for everyone else. We may moderate, restrict or suspend users when needed, and we may use automated tools to help spot violations. If something looks wrong, you can report it.

10.1. Applicability. This Section applies to Games and Services that allow Users to communicate, interact with other Users, share UGC, participate in multiplayer functionality or use community features. It also applies to official community spaces and communication channels operated or moderated by or on behalf of the Company in connection with a Game or Service, including community channels.

10.2. User Responsibility. Users are responsible for their conduct and communications when using the Games and Services and must comply with these Terms, applicable Game Rules, Additional Terms and applicable law.

10.3. Prohibited Conduct. Users must not use any Game, Service, communication feature or community space to:

- (a) engage in unlawful conduct or submit, publish or distribute unlawful content;
- (b) threaten, harass, intimidate, stalk, abuse or deliberately target another person in a manner that materially interferes with that person’s use of the Game or Service;
- (c) publish or distribute content that unlawfully promotes or incites hatred, discrimination, violence, terrorism, child sexual exploitation or other serious harm;
- (d) impersonate another User, the Company or another person or entity in a misleading, deceptive or fraudulent manner;
- (e) disclose, obtain or distribute another person’s personal, confidential or sensitive information without lawful authority, including through phishing, doxing or similar conduct;
- (f) infringe or misappropriate intellectual property, privacy, publicity or other rights of the Company or any third party;
- (g) engage in fraud, scams, deceptive commercial solicitation, unauthorised advertising or other deceptive practices;
- (h) upload, transmit, distribute or promote malware, malicious code, cheats, bots, exploits, unauthorised modifications or other tools intended to interfere with the security, integrity or proper operation of a Game or Service;
- (i) attempt to gain unauthorised access to accounts, systems, servers, data or functionality;
- (j) exploit bugs, errors, vulnerabilities or unintended functionality in a manner intended to obtain an unfair advantage, interfere with other Users or compromise the integrity of a Game or Service;
- (k) manipulate Device, account, network or system settings for the purpose of obtaining an unfair gameplay, progression or transactional advantage;
- (l) interfere with, disrupt or materially impair another User’s lawful use of a Game or Service;
- (m) send spam, repetitive unsolicited messages, unauthorised commercial communications or other communications that materially disrupt the relevant Game or Service;
- (n) engage in payment fraud, chargeback abuse or other fraudulent transaction activity; or

(o) otherwise materially violate these Terms, applicable Game Rules or applicable law.

10.4. Usernames, Profiles and Community Identifiers. Usernames, clan names, avatars, profile information and other User-selectable identifiers must comply with this Code of Conduct. The Company may require a User to change or remove an identifier where the Company reasonably determines that it is unlawful, fraudulent, impersonating, infringing, threatening, harassing, materially abusive or otherwise materially violates these Terms or applicable Game Rules.

10.5. Private Communications. Unless otherwise disclosed for a particular Game or Service, the Company does not routinely review private communications between Users solely for the purpose of general monitoring. The Company may access, preserve, review or disclose communications where reasonably necessary to investigate a User report, address suspected violations of these Terms, protect the security or integrity of a Game or Service, protect Users or third parties, or comply with applicable law or a valid legal request. Any processing of personal data in connection with such activities will be carried out in accordance with the applicable Privacy Policy or other privacy notice and applicable law.

10.6. Moderation and Enforcement. Where the Company reasonably determines that a User has violated these Terms, applicable Game Rules or applicable law, the Company may take reasonable and proportionate moderation or enforcement measures. Depending on the nature, seriousness, frequency and circumstances of the violation, such measures may include:

- (a) a warning;
- (b) removal or restriction of UGC or other content;
- (c) restriction of communication or community functionality;
- (d) temporary gameplay or account restrictions;
- (e) temporary or permanent suspension of particular online or multiplayer features; or
- (f) suspension or termination of access to a Game or Service where permitted under these Terms and applicable law.

Where reasonably appropriate, the Company may consider relevant factors including the severity of the conduct, whether the conduct was intentional, previous violations, the impact on other Users and whether a less restrictive measure would be sufficient.

10.7. Automated and Technical Enforcement. The Company may use automated systems, anti-cheat technologies, fraud-prevention tools and other technical measures to detect or assist in identifying violations of these Terms or applicable Game Rules. Where an enforcement decision is based wholly or partly on automated systems, the Company may use additional review procedures where reasonably appropriate or required by applicable law.

10.8. Reporting. Users may report suspected violations through any reporting functionality made available in the relevant Game, Service or Platform or by contacting the Company's customer support at support@vortex.game. Where content is hosted or distributed through a third-party Platform, Users may also use the reporting procedures provided by that Platform.

10.9. Moderation Decisions. Where required by applicable law, the Company will provide the affected User with information concerning the reasons for a moderation or enforcement decision and any available means of review or challenge.

10.10. Other Users and Third-Party Content. The Company does not guarantee that all unlawful, harmful, offensive or otherwise objectionable conduct or content will be identified or removed. The

Company is not responsible for the independent conduct of other Users or for third-party content except to the extent that responsibility arises under applicable law.

11. Age Restrictions and Use by Minors

This is the “age ratings are there for a reason” section. Different Games and features may have different age limits depending on the country and Platform. Parents and guardians should use the available parental, privacy and spending controls where appropriate.

11.1. Age Ratings and Restrictions. Each Game or Service may have an age rating or may be subject to a minimum age requirement or other age-related restriction, depending on the relevant jurisdiction, Platform or functionality. An age rating may indicate the age appropriateness of a Game or may have legal consequences under applicable law, depending on the relevant jurisdiction. Users must comply with any legally binding age restrictions and any applicable age requirements imposed by the relevant Platform or the Company for the relevant Game or Service.

11.2. Parental Supervision and Controls. Parents and legal guardians are encouraged to supervise minors’ use of Games and Services, particularly online, multiplayer, communication and purchasing functionality, and to make use of any parental controls, privacy settings, spending controls or other protective tools made available by the relevant Platform, Device or Game.

12. Responsibility

This is the “what happens when things go wrong” section. Games get patched, services can go down, third-party platforms can break, and sometimes stuff is outside anyone’s control. We may update, rebalance or discontinue features where reasonably necessary. If you break the rules, cheat, commit fraud or cause damage, there may be consequences. At the same time, our liability is limited where the law allows it, but mandatory consumer rights still win.

12.1. Responsibility of the Company and Third-Party Platforms. Nothing in these Terms makes the Company responsible for any act or omission of any Platform, including the operation or availability of the Platform, payment processing, billing, refunds, Platform account services, or other services operated by that Platform. The provisions of this Section apply only to liability arising from acts or omissions of the Company, or from a Game or Service to the extent that the Company is legally responsible for them. The Company does not warrant or assume responsibility for the availability, operation or performance of any Platform or for interruptions, errors or restrictions attributable solely to such Platform.

12.2. Disclaimer of Warranties. Except for warranties, conformity requirements, remedies and other rights that cannot be excluded or limited under applicable law, the Games and Services are provided on an “as is” and “as available” basis. To the maximum extent permitted by applicable law, the Company makes no representation or warranty that any Game or Service will operate uninterrupted or error-free, will always remain available, will be compatible with every Device, software environment or third-party service, will meet every individual requirement or expectation of the User, or that every bug, error or defect will be corrected. The Company does not warrant the independent operation, availability, accuracy, reliability or performance of websites, services, resources or technologies operated or provided by third parties. Nothing in this Section excludes or limits any mandatory rights or remedies that cannot lawfully be excluded or limited under applicable law.

12.3. Updates and Changes to Games and Services. The Company may patch, update, modify, rebalance, replace, add to or remove elements of a Game or Service where reasonably necessary or appropriate for:

- (a) fixing bugs, errors or technical issues;
- (b) improving or changing security, performance, stability, accessibility or compatibility;
- (c) maintaining compatibility with hardware, operating systems, Platforms, networks or third-party technologies;
- (d) complying with legal, regulatory, licensing or Platform requirements;
- (e) preventing fraud, cheating, abuse, exploits or unauthorised interference;
- (f) adding, modifying, rebalancing, replacing or removing gameplay mechanics, rules, modes, maps, levels, characters, abilities, items, rewards, progression systems, economies, difficulty, statistics, interfaces, audiovisual elements, content or other features;
- (g) introducing new content, functionality, events or technical systems;
- (h) responding to player behaviour, gameplay data, balancing considerations or the development and operation of the Game or Service; or
- (i) adapting the Game or Service to technical, operational, commercial or other legitimate business requirements.

To the extent permitted by applicable law, the Company may make such changes without obtaining the User's separate consent.

Updates may be downloaded or installed automatically through the relevant Game, Service or Platform where such functionality is supported. The Company may require installation of an update as a condition of continued access to online, multiplayer, server-based or other functionality that depends on the current version of the Game.

Unless otherwise expressly stated, the Company is not required to maintain or make available any previous version, feature, gameplay balance, configuration or functionality of a Game or Service, or to maintain compatibility with saved games, UGC, mods or third-party software following an update.

Where applicable mandatory law imposes requirements relating to a modification of digital content or a digital service, including requirements concerning valid reasons, information, notice, continued conformity, termination, price reduction or other remedies, those requirements remain unaffected.

12.4. Discontinuation of Support and Distribution. Subject to applicable law, the Company may discontinue, reduce or modify the development, maintenance, technical support, updates, patches, online functionality or other support relating to a Game or Service where the Company reasonably determines that continued provision is no longer commercially viable or practicable, or for technical, operational, security, legal, licensing or other legitimate business reasons. Where reasonably practicable, the Company may provide advance notice of a material discontinuation of Company-operated online functionality or support. Where applicable mandatory law requires notice, continued supply, updates, termination rights, refunds, price reduction or any other remedy, the Company will comply with those requirements. The discontinuation of development, updates or support does not by itself terminate the User's right to continue using a previously acquired copy of a Game where such continued use remains technically possible and is permitted by the applicable Platform terms.

12.5. Customer Support. The Company may provide customer support in connection with particular Games or Services through the channels, languages, territories and during the periods determined by

the Company from time to time. Unless expressly stated otherwise or required by applicable law, the Company does not guarantee that customer support will be available for every Game, Service, territory or language, or that any particular response or resolution time will be achieved. The availability of customer support does not create an obligation for the Company to continue developing, maintaining, updating or supporting a Game or Service for any particular period.

12.6. Health Warning. Certain people may experience a seizure while watching certain monitor images, including flashing lights or patterns that may appear while playing video/online games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause photosensitive epileptic seizures while playing video games. These seizures may have a variety of symptoms, including lightheadedness, dizziness, altered vision, eye or face twitching, shaking of arms or legs, disorientation, confusion, or momentary loss of awareness, loss of consciousness, involuntary movement or convulsion. Please, IMMEDIATELY stop playing and consult a doctor if You experience any of these symptoms. Also, note that when playing video/online games You should take certain standard health and safety precautions, including avoiding playing when tired and drowsy, taking 10- to 15-minute breaks every hour, sitting at a reasonable distance from the screen in a well-lit environment.

12.7. User Responsibility. The User is responsible for the User's acts and omissions in connection with the Games and Services and for any breach of these Terms, applicable Additional Terms or applicable law. Where the User's unlawful conduct or material breach causes loss or damage to the Company or a third party, the User may be responsible for such loss or damage to the extent provided by applicable law. Nothing in this Section makes the User responsible for any act, omission, loss or damage attributable to the Company, a Platform or another third party.

12.8. Responsibility for UGC. The User is responsible for UGC submitted, uploaded, published, distributed or otherwise made available by the User and must ensure that such UGC complies with Section 9, applicable Additional Terms and applicable law. The Company does not endorse or guarantee the accuracy, legality, reliability or safety of UGC submitted by Users and is not responsible for such UGC except to the extent that responsibility arises under applicable law. The Company may take moderation or enforcement measures in relation to UGC in accordance with Section 9, Section 10 and applicable law.

12.9. Indemnification. To the extent permitted by applicable law, the User shall indemnify and hold harmless the Company, its affiliates, directors, officers, employees, contractors and licensors from losses, liabilities, claims, damages and reasonable external costs, including reasonable legal fees, to the extent directly arising from:

- (a) unlawful UGC submitted or distributed by the User;
- (b) infringement or misappropriation of a third party's intellectual property, privacy, publicity or other rights caused by UGC or other material submitted by the User;
- (c) fraud, intentional misconduct or other unlawful conduct by the User in connection with a Game or Service; or
- (d) the User's intentional or material misuse of a Game or Service in breach of these Terms.

Any obligation under this Section applies only to the extent that the relevant loss, liability, claim, damage or cost is reasonably attributable to the User's conduct and does not arise from an act or omission of the Company for which the Company is legally responsible.

The Company will provide the User with reasonable information concerning any third-party claim for which indemnification is sought, to the extent reasonably practicable and legally permitted.

Nothing in this Section requires a consumer to indemnify the Company to the extent that such an obligation is prohibited or unenforceable under applicable law.

12.10. Reporting Violations. A User who believes that content, conduct or activity available through a Game or Service violates these Terms, applicable law or the User's rights may report the matter through any reporting functionality made available for the relevant Game, Service or Platform or by contacting the Company at support@vortex.game. The Company may request information reasonably necessary to review the report. Submission of a report does not guarantee any particular investigation, enforcement action or outcome, except where applicable law requires otherwise.

12.11. Protection and Enforcement of Company Rights. The Company may take such lawful steps as it reasonably considers appropriate to investigate, prevent or respond to suspected infringement, unauthorised use, fraud, security threats or other violations affecting the Games, Services or the rights of the Company or its licensors. Such measures may include technical protection measures, preservation of evidence, restriction of Company-operated functionality, enforcement under these Terms and, where appropriate, the pursuit of civil, administrative or criminal remedies available under applicable law.

12.12. Harmful and Unlawful Use. Without limiting Sections 3 and 10, the User must not use a Game or Service in a manner that:

- (a) intentionally damages, disrupts, compromises or materially interferes with the Game, Service or related systems;
- (b) violates applicable law;
- (c) infringes the rights of the Company or a third party; or
- (d) intentionally facilitates fraud, abuse, unauthorised access or other unlawful conduct.

12.13. Measures Following Material Breach. Where the relevant Game or Service includes Company-controlled online functionality, progression, a separate account or Virtual Items, the Company may, where technically and legally available, take reasonable and proportionate measures in response to a material breach of these Terms.

Such measures may include:

- (a) restricting, suspending or terminating access to relevant Company-operated functionality;
- (b) restricting or removing Virtual Items or other benefits obtained through fraud, cheating, exploitation of an error, unauthorised activity or other material breach;
- (c) resetting or modifying progression, rankings, scores, rewards or other benefits obtained as a result of such conduct; and
- (d) applying other enforcement measures expressly permitted under these Terms.

In determining the appropriate measure, the Company may take into account the nature, seriousness, frequency and impact of the violation, whether the conduct was intentional, whether the User previously committed similar violations and whether a less restrictive measure would reasonably address the violation.

For purposes of this Section, a material breach may include, without limitation:

- (i) a material violation of the licence restrictions in Section 3;
- (ii) cheating, fraud, unauthorised access, circumvention or other conduct prohibited under Section 10;
- (iii) material infringement of the Company's or a third party's intellectual property rights;
- (iv) submission or distribution of materially unlawful UGC;

- (v) conduct that materially threatens the security, integrity or proper operation of a Game or Service; or
- (vi) repeated violations which, individually or collectively, materially interfere with the Games, Services, the Company or other Users.

Any enforcement measure remains subject to applicable mandatory law and any mandatory rights or remedies available to the User.

12.14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, DATA OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, A GAME OR SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF THE POSSIBILITY OF SUCH LOSS OR DAMAGE WAS FORESEEABLE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A PARTICULAR GAME, SERVICE OR ITEM OF DIGITAL CONTENT WILL NOT EXCEED THE AMOUNT PAID BY THE USER TO ACQUIRE THE PARTICULAR GAME, SERVICE OR DIGITAL CONTENT GIVING RISE TO THE CLAIM.

Where the relevant amount was paid through Steam or another Platform, reference to that amount solely determines the applicable liability cap and does not mean that the Company processed or received the payment or acted as the seller or payment service provider in the relevant Platform transaction.

The exclusions and limitations in this Section apply only to the maximum extent permitted by applicable law.

Nothing in these Terms excludes or limits any liability, consumer right or remedy to the extent that such exclusion or limitation is prohibited by applicable law, including liability for fraud or wilful misconduct, death or personal injury caused by negligence where such liability cannot be excluded, or any mandatory rights relating to the supply or conformity of digital content or digital services.

Where applicable law does not permit a particular exclusion, limitation or liability cap contained in these Terms, that exclusion, limitation or cap will apply to the maximum extent permitted by that law.

12.15. Events Outside the Company's Control. To the extent permitted by applicable law, the Company will not be responsible for any delay, interruption or failure to perform an obligation under these Terms to the extent caused by circumstances outside the Company's reasonable control, including failures or interruptions of telecommunications networks, Internet infrastructure, hosting or cloud services, Platform services or other third-party infrastructure, power outages, cyberattacks, natural disasters, epidemics, war, terrorism, civil disturbances, labour disputes, governmental measures or other comparable events. This Section does not exclude any responsibility or remedy that cannot lawfully be excluded under applicable law.

13. Termination and Suspension

This is the "sometimes access ends" section. We may suspend or terminate access for serious rule-breaking, security reasons or where the law requires it.

13.1. Grounds for Suspension or Termination. The Company may suspend or terminate a User's access to Company-operated Services where the User materially breaches these Terms, where such action is reasonably necessary to protect the security or integrity of a Game or Service, or where required by applicable law.

13.2. Proportionality. Any suspension or termination will, where reasonably practicable, be proportionate to the nature, seriousness and circumstances of the relevant breach.

14. Governing Law and Dispute Resolution

This is the "what if we seriously disagree" section. Cyprus law generally governs these Terms, but consumer protections that can't legally be waived still apply. For U.S. users, most disputes go to individual arbitration instead of court, with no class actions or jury trial.

14.1. Governing Law. These Terms and any contractual or non-contractual matters arising out of or in connection with these Terms, any relevant Game or Service shall be governed by the laws of the Republic of Cyprus, without regard to its conflict-of-laws rules. If the User is a consumer, this choice of law does not deprive the User of the protection afforded by mandatory provisions of the law that would apply in the absence of this choice of law.

14.2. Informal Resolution. Before commencing formal legal proceedings, the User and the Company are encouraged to attempt to resolve any dispute in good faith. The User may contact the Company at support@vortex.game for this purpose. Nothing in this Section requires the User to complete an informal dispute-resolution procedure before exercising any right or remedy where such a requirement would be prohibited by applicable law.

14.3. Jurisdiction. Subject to applicable mandatory law, any dispute arising out of or in connection with these Terms, a Game or Service may be brought before the competent courts of the Republic of Cyprus. If the User is a consumer, nothing in these Terms limits any right the User may have under applicable mandatory law to bring proceedings before another competent court, including, where applicable, the courts of the User's place of domicile or residence. The Company will not rely on this Section to bring proceedings against a consumer before a court other than a court permitted by applicable mandatory law.

14.4. Binding Arbitration Agreement for Users Residing in the United States.

14.4.1. Applicability and Important Notice. This Section 14.4 applies only to Users who reside in the United States of America. To the extent of any conflict between this Section 14.4 and the other provisions of Section 14, this Section 14.4 will govern with respect to such Users.

PLEASE READ THIS SECTION CAREFULLY. EXCEPT FOR THE CLAIMS AND PROCEEDINGS EXPRESSLY EXCLUDED BELOW, YOU AND THE COMPANY AGREE TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT. ARBITRATION MEANS THAT THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THIS SECTION ALSO CONTAINS A WAIVER OF CLASS, COLLECTIVE AND REPRESENTATIVE PROCEEDINGS. YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED BELOW.

14.4.2. Informal Dispute Resolution. Before commencing arbitration, the User and the Company agree to make reasonable good-faith efforts to resolve the dispute informally for at least thirty (30) days.

A User initiating a dispute must send a written Notice of Dispute to support@vortex.game with the subject line "Notice of Dispute". The notice should include the User's name and contact information, the

relevant Game or Service, a reasonably detailed description of the dispute and the relief sought, and information reasonably sufficient to identify any relevant transaction or account.

The Company may provide a Notice of Dispute to the User through any communication method permitted under these Terms.

The requirement to attempt informal resolution does not prevent either party from seeking urgent temporary or injunctive relief where delay could cause irreparable harm or where applicable law permits such relief without completing an informal process.

14.4.3. Agreement to Arbitrate. If a dispute is not resolved through the informal process described above, the User and the Company agree that any dispute, claim or controversy arising out of or relating to these Terms, a Game, Service, transaction, communication or relationship between the User and the Company will be resolved through final and binding individual arbitration, except as expressly provided in Section 14.4.4.

The Federal Arbitration Act and applicable federal arbitration law govern the interpretation and enforcement of this arbitration agreement to the maximum extent applicable. Except with respect to matters governed by the Federal Arbitration Act or other applicable United States law, the governing-law provisions of Section 14.1 remain applicable, subject always to any rights or protections that cannot lawfully be waived or excluded.

The arbitration will be administered by JAMS under the JAMS rules applicable to the dispute, including the JAMS Consumer Arbitration Minimum Standards where applicable. If there is a conflict between this Section and an applicable mandatory JAMS consumer standard, the mandatory JAMS consumer standard will govern to the extent of that conflict.

The arbitrator may award any individual remedy or relief that would otherwise be available to the relevant party under applicable law and that the arbitrator has authority to award.

The arbitration may be conducted by videoconference, telephone, written submissions or in person as permitted by the applicable JAMS rules and consistent with applicable law. The location and manner of any hearing must not unreasonably prevent the User from participating in the arbitration.

14.4.4. Exceptions to Arbitration. Notwithstanding Section 14.4.3:

- (a) either party may bring an individual claim in a small claims court of competent jurisdiction if the claim qualifies for that court and remains in that court;
- (b) either party may bring an action in a court of competent jurisdiction concerning the infringement, misappropriation or violation of intellectual property rights, including copyright, trademark, patent or trade secret rights;
- (c) either party may seek temporary, preliminary or other urgent injunctive or equitable relief from a court of competent jurisdiction where such relief is reasonably necessary to prevent actual or threatened infringement, misuse, unauthorised access, security harm or other irreparable harm pending resolution of the underlying dispute; and
- (d) nothing in this Section requires arbitration of any claim, remedy or proceeding that applicable law does not permit to be subject to mandatory pre-dispute arbitration.

14.4.5. Individual Proceedings; Class and Representative Action Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE USER AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING.

Unless the User and the Company expressly agree otherwise, an arbitrator may not combine or consolidate the claims of more than one person except to the extent permitted under Section 14.4.6 or required by applicable law, and may not otherwise preside over any form of class or representative proceeding.

Nothing in this paragraph prevents an individual User from seeking any individual remedy available under applicable law.

14.4.6. Mass Arbitration. If multiple individual arbitration demands are filed that qualify as a mass arbitration under the applicable JAMS Mass Arbitration Procedures and Guidelines, or otherwise become subject to those Procedures by agreement of the parties, the JAMS Mass Arbitration Procedures and Guidelines in effect when the relevant proceedings are commenced will apply to the extent permitted by applicable law.

The parties agree that JAMS and any Process Administrator appointed under those Procedures may exercise the administrative and procedural authority provided by the applicable JAMS rules and procedures, including authority relating to coordinated administration, batching or grouping of individual proceedings where permitted by those Procedures.

Nothing in this Section authorises class arbitration or changes the requirement that claims and awards remain individual except to the extent otherwise required by applicable law.

14.4.7. Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO ANY DISPUTE SUBJECT TO ARBITRATION UNDER THIS SECTION, THE USER AND THE COMPANY KNOWINGLY WAIVE THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY IN COURT.

14.4.8. Arbitration Costs. Arbitration fees and costs will be allocated in accordance with the applicable JAMS rules, the JAMS Consumer Arbitration Minimum Standards where applicable, and applicable law. Nothing in this Section requires a consumer to pay arbitration fees or costs that the consumer could not lawfully be required to pay.

14.4.9. Thirty-Day Right to Opt Out. A User may opt out of this arbitration agreement by providing the Company with written notice no later than thirty (30) days after the date on which the User first accepts Terms containing this arbitration agreement.

The opt-out notice must be sent to info@vortex.game with the subject line "Arbitration Opt-Out" and must include the User's full name, e-mail address, the relevant Game or Service and a clear statement that the User wishes to opt out of the arbitration agreement in Section 14.4.

A valid opt-out applies only to the arbitration agreement in this Section and does not affect any other provision of these Terms.

14.4.10. Severability. Except as provided below, if any portion of this arbitration agreement is held to be invalid or unenforceable, that portion will be severed and the remainder will continue in effect to the maximum extent permitted by applicable law.

If the prohibition on class or representative arbitration in Section 14.4.5 is finally determined to be unenforceable with respect to a particular claim or requested remedy and that determination permits that claim or remedy to proceed on a class, collective or representative basis, then that claim or remedy will proceed in a court of competent jurisdiction and not in class or representative arbitration, while any arbitrable individual claims will remain subject to this Section to the extent permitted by applicable law.

14.4.11. Notwithstanding Section 18.5, a change to this Section 14.4 will not apply to a dispute for which either party provided the other with a Notice of Dispute before the effective date of that change, unless the parties expressly agree otherwise or applicable law provides otherwise.

15. Intellectual Property Rights

This is the “the game is ours, your original UGC is yours” section. The code, art, music, characters, branding and other Game IP belong to DVE or its licensors. Playing the Game gives you permission to use it - not ownership of the underlying IP. If you think something in the Game infringes your rights, let us know. And if someone uses our IP without permission, we may remove the content or take other appropriate action.

15.1. Ownership. The Games, Game Clients, Services, Website, Content and all intellectual property rights in or relating to them, including source code, object code, software, databases, visual interfaces, graphics, designs, animations, audio, music, storylines, dialogue, characters, trademarks, logos and trade names, are owned by or licensed to the Company and are protected by applicable intellectual property laws. Nothing in these Terms transfers ownership of any such intellectual property to the User. This Section does not affect any intellectual property rights that a User may retain in the User’s original contributions to UGC in accordance with Section 9.

15.2. Reservation of Rights. Except for the limited rights expressly granted under these Terms, applicable Additional Terms or applicable law, no right, title, licence or other interest in the Games, Services, Content or other intellectual property of the Company or its licensors is granted to the User, whether expressly, by implication or otherwise.

15.3. Restrictions. The User may use the Games, Game Clients, Services and Content only as permitted by these Terms, applicable Additional Terms and applicable law. Without limiting Section 3, the User must not reproduce, distribute, modify, adapt, publicly display, publicly perform, communicate to the public, publish, license, commercially exploit, create unauthorised derivative works from, reverse engineer, decompile or disassemble any Game, Game Client, Service or protected Content except where such activity is expressly permitted by these Terms, applicable Additional Terms or applicable mandatory law. Trademarks, service marks, trade names, logos and other brand elements appearing in a Game, Service or Website belong to the Company, its licensors or other respective rights holders and may not be used in a manner that infringes the rights of the relevant owner or falsely suggests affiliation, sponsorship or endorsement, except where such use is permitted by applicable law.

15.4. Intellectual Property Complaints. The Company respects the intellectual property rights of others and expects Users to do the same. If a person reasonably believes that content made available through a Game or Service, including UGC, infringes that person’s copyright or other intellectual property rights, that person may submit a notice to the Company through any reporting mechanism made available for the relevant Game or Service or by contacting the Company at support@vortex.game. The Company may request information reasonably necessary to identify the allegedly infringing content, the rights claimed to be infringed and the basis of the complaint. Where the relevant content is hosted or distributed by a third-party Platform, the rights holder may also use the intellectual property reporting procedures provided by that Platform.

15.5. Enforcement. Where the Company reasonably determines that a User has infringed intellectual property rights or repeatedly engaged in infringing conduct, the Company may take reasonable and proportionate measures in accordance with these Terms and applicable law, including restricting or removing relevant UGC, restricting functionality, or suspending or terminating access to Company-operated Services. Where required by applicable law, the Company will provide information concerning the reasons for such action and any available means of review or challenge.

16. Use of Third-Party Technologies and Content

This is the “we don’t build every single piece ourselves” section. The Game may rely on third-party tech like engines, analytics, matchmaking, anti-cheat or open-source software, and some of that tech comes with its own terms. If the Game uses Unreal Engine, Epic provides the engine tech, but DVE is still the publisher, and Epic isn’t responsible for running or supporting the Game.

16.1. Third-Party Elements. The Games and Services may incorporate, integrate with or rely on third-party software, components, platforms, libraries, tools, technologies and content (collectively, “Third-Party Elements”), including game engines, matchmaking services, payment processors, analytics technologies, anti-cheat systems and open-source software. Certain Third-Party Elements may be subject to separate licence terms, notices or other terms applicable to their use. Where required, such terms or notices will be made available to the User in the relevant Game, Service, documentation, credits or other appropriate location.

16.2. Third-Party Functionality. The Company does not control and does not warrant the independent operation, availability, performance or functionality of Third-Party Elements operated or provided independently by third parties. Nothing in this Section excludes or limits any responsibility of the Company that arises under applicable law in connection with the Company’s integration or use of Third-Party Elements in a Game or Service.

16.3. Unreal® Engine.

This Section applies only to a Game that incorporates Unreal Engine Licensed Technology.

16.3.1. The relevant Game uses Unreal® Engine. Unreal® is a trademark or registered trademark of Epic Games, Inc. in the United States of America and elsewhere. Unreal® Engine, Copyright 1998–2026, Epic Games, Inc. All rights reserved.

16.3.2. Unreal Engine Licensed Technology is incorporated into the Game under licence from Epic Games, Inc. or its applicable affiliate. Epic Games is not the publisher of the Game and does not provide the Game, customer support for the Game or other Company-operated Services to the User.

16.3.3. To the maximum extent permitted by applicable law, Epic Games, Inc., its affiliates, licensors and service providers make no representations, warranties or conditions, express or implied, relating to the Unreal Engine Licensed Technology incorporated into the Game, including any warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, availability, performance or compatibility.

The Unreal Engine Licensed Technology is provided by Epic on an “as is” and “as available” basis to the extent permitted by applicable law.

16.3.4. To the maximum extent permitted by applicable law, Epic Games, Inc., its affiliates, licensors and service providers assume no liability to the User arising from or relating to the Unreal Engine Licensed Technology incorporated into the Game.

Nothing in this Section expands, excludes or limits the liability of the Company except to the extent otherwise provided by these Terms and applicable law.

17. Feedback

This is the “ideas are welcome, but no strings attached” section. If you send us suggestions, bug reports or other feedback, we can use them to improve or promote our Games without owing payment, credit or implementation. Just don’t send us someone else’s confidential stuff.

If the User voluntarily provides the Company with ideas, suggestions, bug reports, comments or other feedback relating to a Game or Service (“Feedback”), the Company may use, reproduce, adapt, develop, implement and otherwise use that Feedback for the development, operation, maintenance, promotion and improvement of its Games and Services without any obligation to implement the Feedback, attribute it to the User or provide compensation, subject to applicable law. The User should not submit Feedback containing confidential information of any third party or material that the User is not authorised to provide. Feedback does not include UGC, which is governed separately by the UGC provisions of these Terms.

18. Final Provisions

This is the “wow you actually read this far” section. Make sure your setup can actually run the Game, and expect technical requirements to change over time. These Terms stay in effect while you use the Game, and some clauses survive even after you stop. We may update the Terms for valid reasons. We can also transfer the agreement as part of a business deal, enforce sanctions and export rules, and send notices through the Game, website, Platform or email. And yes, this is also where you’ll find our company details in case you need to reach us.

18.1. Technical Requirements and Compatibility. Use of a Game or Service may require compatible hardware, software, operating systems, drivers, network connectivity or other technical requirements specified for the relevant Game or Service. An Internet connection may be required for installation, activation, updates, entitlement verification, online functionality or other features where specified for the relevant Game or Platform. The Company does not guarantee that a Game or Service will be compatible with every Device, software environment, operating system or system configuration. The User is responsible for ensuring that the User’s Device and technical environment meet the technical requirements communicated for the relevant Game or Service. The Company is not responsible for failures attributable solely to the User’s failure to meet applicable technical requirements, unsupported hardware or software, or circumstances outside the Company’s reasonable control, except to the extent that responsibility arises under applicable mandatory law. The Company may update technical requirements where reasonably necessary as a result of updates to the Game or Service, security requirements, technological developments, changes to supported hardware or software, or changes to third-party Platforms or technologies. Any such change remains subject to applicable mandatory law.

18.2. Duration. These Terms enter into force upon Acceptance of the Terms and remain in effect for as long as the User accesses or uses a Game or Service to which these Terms apply, unless terminated or otherwise ceased in accordance with these Terms or applicable law. Termination or cessation of use does not affect any provision which by its nature is intended to survive, including provisions concerning intellectual property, accrued rights and obligations, liability, dispute resolution and any licences or rights expressly stated to survive termination.

18.3. Entire Agreement. These Terms, together with any applicable Additional Terms and Game Rules, constitute the agreement between the User and the Company regarding the relevant Game or Service, except where expressly stated otherwise.

18.4. Severability. If any provision of these Terms is held to be invalid, unlawful or unenforceable by a competent court or authority, that provision will apply to the maximum extent permitted by applicable law and the remaining provisions will remain in effect, except where applicable law requires otherwise.

18.5. Changes to these Terms. The Company may amend these Terms where reasonably necessary for a valid reason, including:

- (a) changes in applicable law, regulation, regulatory requirements or decisions of competent authorities;
- (b) changes to Games, Services, business models or functionality covered by these Terms;
- (c) the introduction, modification or discontinuation of Games, Services, content or features;
- (d) technical, security, fraud-prevention, operational or commercial requirements;
- (e) changes to the functionality, requirements or terms of a Platform or third-party service or technology used in connection with a Game or Service;
- (f) a merger, acquisition, corporate restructuring, transfer of the relevant business or other organisational change;
- (g) changes reasonably necessary to protect the Company, Users or third parties from abuse, security risks or unlawful conduct; or
- (h) the correction of errors, improvement of clarity, administrative changes or other changes that do not materially adversely affect the User's existing contractual rights.

The nature and scope of an amendment will be reasonably related to the reason for which it is made.

The current version of these Terms will be made available through the Website, the relevant Game or Service, the relevant Game page on an applicable Platform or another appropriate location designated by the Company.

Unless otherwise stated by the Company or required by applicable law, amendments that do not materially adversely affect the User's existing contractual rights or obligations will take effect on the date the updated Terms are published.

The Company is not required to provide individual notice of amendments that are editorial, administrative, corrective, clarifying, beneficial to Users or otherwise do not materially adversely affect the User's existing contractual rights or obligations, except where such notice is required by applicable law.

Where an amendment materially adversely affects the User's existing contractual rights or materially increases the User's existing contractual obligations, the Company may specify a later effective date and may provide advance notice through any communication channel reasonably available in connection with the relevant Game, Service or Platform.

Unless applicable law requires advance notice, express acceptance or another measure before such amendment becomes effective, the Company may determine that the amendment takes effect on the date of publication or on another effective date specified with the amended Terms.

Unless applicable law requires otherwise, the continued use of the affected Game or Service after the effective date of an amendment constitutes acceptance of the amended Terms.

No amendment will retroactively deprive the User of rights or remedies that accrued before the amendment took effect to the extent such rights or remedies are protected by applicable law.

18.6. No Waiver. A failure or delay by the Company to exercise or enforce any right or remedy under these Terms does not constitute a waiver of that right or remedy and does not prevent its later exercise.

18.7. Assignment. The Company may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under these Terms, in whole or in part, to an affiliate or any other third party, including in connection with a merger, acquisition, corporate restructuring, financing, sale, transfer, licensing or other disposition of any business, Game, Service or related assets or rights. Any such assignment, transfer or novation will not reduce any rights available to the User under applicable law. The User may not assign, transfer, novate or otherwise dispose of any rights or obligations under these Terms without the Company's prior written consent, except where such restriction is prohibited by applicable law.

18.8. Export Controls and Sanctions. The User must not access, use, export, re-export, transfer or otherwise make available any Game or Service in violation of applicable export control, trade restriction, economic sanctions or other applicable restrictive-measures laws. The Company may restrict, suspend or discontinue access to a Game or Service, or decline to make a Game or Service available in a particular territory or to a particular person, where reasonably necessary for the Company, its affiliates, service providers or distribution partners to comply with applicable sanctions, export-control requirements or other legal restrictions. Nothing in these Terms requires the Company to provide a Game, Service, transaction or other benefit where doing so would violate applicable law.

18.9. Notices and Electronic Communications. Where the Company provides notices, information or other communications in connection with these Terms, a Game or Service, the Company may do so through one or more communication channels reasonably available for the relevant Game or Service, including through the Game or Service itself, the Company's Website, the relevant Game page or communication functionality provided by an applicable Platform, or by e-mail where the Company has an appropriate e-mail address for the User. Unless applicable law requires a particular method or form of communication, the Company is not required to provide the same notice through more than one communication channel. A notice or other communication made publicly available through a channel identified in these Terms will be deemed made available to Users when published, except where applicable law requires individual delivery, advance notice or another specific method of communication.

18.10. Company Details.

DIGITAL VORTEX ENTERTAINMENT LTD

Address: Antrea Dimitriou, 5, Flat/Office 302, 1056, Nicosia, Cyprus

E-mail: info@vortex.game