

END USER AGREEMENT (the “EUA”)

ACCEPTING THE TERMS

Under this EUA, **"Application"** means all software programs distributed and published by IdeaSpark Labs Inc. (operating as “Beamdog”) (the **"Vendor"**) including, but not limited to: (a) downloadable/installable games for personal computers and mobile devices; (b) games accessed on Vendor’s website by means of a web browser or other online communication method; (c) updates and upgrades to the foregoing as well as any accompanying manual(s), packaging and other written files, electronic or online materials or documentation, and (d) all copies of such software and its materials.

This EUA regulates the rights, obligations, and restrictions related to your use (the **"End User"** or **"you"**) of the Application either (a) on the basis of a personal, non-exclusive, non-transferable, non-sublicenseable, perpetual (subject to termination as provided herein) license granted by Vendor to you to install and use the Application (the **"License"**), or (b) by Vendor making the Application available for use by you as a software-as-a-service through your web browser’s access to Vendor’s website (**"SaaS"**), together with other online services provided by the Vendor to you that are available on its website (the **"Services"**). Your License, SaaS, Services and the Content (as defined below) are subject to this EUA that automatically applies to any use by you of the License, SaaS, Services and the Content. **"Content"** means in-game cosmetic items, and updated rules and map packs, which shall be included in and form part of your Account.

If you do not agree with this EUA, **DO NOT CONTINUE** your use of the License, SaaS, Content or the Services.

Using the License, SaaS, Services or Content, in whole or in part, implies that you agree to the terms of this EUA, Vendor’s privacy policy regarding personal information available at <https://www.beamdog.com/about/privacy> (hereinafter, the **"Privacy Policy"**), all other notices of advertisement, and other terms, in particular, the licensing and other terms from the App Stores and the game rules, where applicable, throughout your use of the Application.

The LEGAL GUARDIAN of a CHILD or MINOR accepts this EUA relating to the use of the Application by a minor by giving your approval to allow your child or a minor under your responsibility to register for the use of one of our Services.

Title to and all intellectual property rights in and to, and distribution rights of, the Application remain exclusively with the Vendor and/or its licensors. Intellectual property rights include the “look and feel” of the Application. This EUA constitutes a right to use the Application and Content either as a License or SaaS, and the Services and is not in any way a transfer of ownership rights to the Application.

Vendor reserves the right, at any time, to modify this EUA, whether by making additions or deletions. Any changes to this EUA shall either be (a) posted to Vendor’s website at <http://www.axisandalliesonline.com/eua> or (b) sent to you as a push notification during your use of the Application. Your continued use of the Application following Vendor’s notification to you will constitute your agreement to the changes to the EUA, and it is your responsibility to periodically

check the terms of the Vendor's website from time to time for any changes that may have been made to the EUA.

The Application may not be modified, reverse-engineered, or de-compiled in any manner through available technologies.

Failure to comply with any of the terms under this section of the EUA will be a material breach of this EUA.

ACCESS AND ACCOUNT REGISTRATION

In order to be able to access and use certain functions of the Services, you will be asked to proceed with the creation of an AXIS & ALLIES 1942 ONLINE account (hereinafter, the "**Account**"). You undertake to supply truthful, complete and accurate information about the Account holder. To access the Services, you must meet the age criteria. Certain Services may also require the creation of a user name (defined as a series of alphanumeric characters acting as a unique means of identifying yourself on an Internet site, namely a screen name, the "**User Name**") and/or a password. The User Name is also subject to this EUA, and it must comply with the Rules of Conduct, which apply to your use of the Application as a License or SaaS and your use of the Services on the Internet.

You agree to your User Name being publicly displayed in the course of your use of the Services. Vendor recommends that you not use your real name within the contents of the User Name.

For all other personal information of yours that can be publicly displayed, please refer to our Privacy Policy.

Vendor will never initiate contact with you to ask you for your password or other similar credentials, if any, used for personal security purposes. Any use of your Account, and in particular one that involves any online purchase, is deemed to be carried out by the Account holder.

You shall not claim or imply to be any other person or entity, by providing false information concerning a parent, legal guardian or any other person by your use of the User Name.

Vendor may take action to check the accuracy of the information you provide, where applicable, by using the email address you have provided to the Vendor, including the identification of yourself as a legal guardian. In order to prevent risk of fraud, you agree to send the necessary authorizations and supporting documents to Vendor on request by email, fax, or post.

LICENSE FEE

The original purchase price paid by the End User for the License or SaaS will constitute the entire fee and is the full consideration for this EUA.

LIMITATION OF LIABILITY

The Application is provided by the Vendor and accepted by the End User "as is" and, except as set forth below, without any warranties. Liability of the Vendor, if any, for direct damages will be limited to the maximum of the original purchase price of the (a) License to use the Application, (b) SaaS and/or (c) Services. The Vendor will not be liable for any special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic losses or damages suffered by the End User arising out of the use or failure to use the Application or Services, or both.

The Vendor makes no warranty expressed or implied regarding the fitness of the Application for a particular purpose or that the Application will be suitable or appropriate for the specific requirements of the End User.

The Vendor does not warrant that use of the Application will be uninterrupted or error-free. The End User accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

The Vendor may remedy any non-conforming Application by providing a refund of the purchase price or, at the Vendor's option, repairing or replacing any or all of the defective Application.

WARRANTIES AND REPRESENTATIONS

The Vendor warrants and represents that it has the right to grant the License to you or, in the case of your use of the Application as SaaS, the right to provide the Application to you. The Vendor warrants that granting the right to use the Application (either as a License or SaaS) and Services is not in violation of any other agreement, copyright or applicable statute.

ACCEPTANCE

All terms, conditions and obligations of this EUA will be deemed to be accepted by the End User ("**Acceptance**") on installation of the Application on the first computer or other computing device, or your initial use of the Application as SaaS.

TERM

The term of this EUA will begin on Acceptance and is perpetual.

TERMINATION

This EUA will be terminated and the License, SaaS and the use of the Content and Services shall be forfeited where the End User has failed to comply with any of the terms of this EUA. On termination of this EUA for any reason, the End User will promptly destroy the Application and all access to and rights of use to the Application (through the License or SaaS) and the Services will be removed by the Vendor.

FORCE MAJEURE

The Vendor will be free of liability to the End User where the Vendor is prevented from performing its obligations under this EUA in whole or in part due to events of Force Majeure that are beyond its reasonable control, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to avoid the occurrence of such an event.

ADDITIONAL TERMS

This License and SaaS allows you to operate only one instance of the Application at any given time. Concurrent operation is not allowed and will constitute a material breach of this EUA.

The SaaS and Services allow the Vendor to utilize the upload capability of the End User through the Vendor Player to improve the Services for the End User and other users. The End User agrees there is no compensation for this usage. The “**Vendor Player**” is a game distribution client application that Vendor distributes free as a part of the Services and that automates software updating of the Application for the End User.

RULES OF CONDUCT

You will undertake not to directly or indirectly:

- Use within the framework of the Services any element or content which would infringe on the intellectual and industrial property rights, right to privacy and/or image rights, and/or any other rights of others
- Create, use, share, and/or publish by any means (forum, social media, public profile, or other means) within the framework of the Services any material (text, words, images, sounds, videos, etc.) or content which, in Vendor’s opinion, is abusive, threatening, malicious, defamatory, untruthful, pornographic, pedophilic, obscene, vulgar, racist, xenophobic, liable to incite hatred, sexually explicit, violent, contrary to morality, or is in any other way unacceptable
- Create, use, share, and/or publish by any means (forum, social media, public profile, or other means) within the framework of the Services any material (text, words, images, sounds, videos, etc.) which would constitute a breach of an obligation of confidentiality

or which would incite the committing of an unlawful act (in particular: piracy, hacking, or circulation of counterfeit software)

- Conduct activities aimed at accessing elements or functions of the Services which use has not been authorized by Vendor
- Arrange, modify, translate, adapt, reproduce, index, copy, and/or extract any information, software, product, or other element or part of the Content or Services, by any means without Vendor's prior written permission
- Modify, distort, block, abnormally burden, disrupt, slow down, and/or hinder the normal functioning of all or part of the Services, or their accessibility to other end users, or the functioning of the partner networks of the Services, or attempt to do any of the above
- Transmit or propagate any virus, Trojan horse, worm, corrupted file(s), and/or similar destructive device or corrupted data within the framework of the Services, and/or organize, participate in, or be involved in any way in an attack on Vendor's servers and/or the Services and/or those of its service providers and partners
- Create, use, and/or circulate "auto", "macro", or other cheat, hack, mod, trainer, or bot programs or software applications, and/or use the Services via a mirror site
- Create or supply other means enabling use of the Services by other persons
- Harass other end users of the Services, send them unsolicited messages for commercial prospecting purposes, use the Services for purposes of surveys, competitions, pyramid selling or similar operations, or for sending mass emails, spam, or any unsolicited advertising or promotional items, for commercial purposes or otherwise
- Use another end user's account, assume another person's identity, or present false credentials in relation to any natural or legal person within the framework of the Services or while using of the Services
- Use any means not expressly permitted by Vendor to collect or intercept data exchanged by other end users within the framework of the Services, or the names/screen names and/or passwords of any other end user;
- Attempt to obtain a password, information concerning an Account or other information of a private nature from any other end user of the Services
- Make inappropriate use of the game customer support service to send untruthful reports to members of Vendor's personnel and/or those of its service providers and partners
- Access, use, download from the Services, or otherwise reproduce or supply to anyone (free of charge or in return for payment) any directory of end users of the Services or any other information concerning end users or use of the Services
- Refuse to obey the instructions of any Vendor representative, and/or impersonate any employee or representative of Vendor, its partners, service providers, and/or agents.

By using the Services, you agree to the RULES OF CONDUCT listed above. If you are found in breach of the RULES OF CONDUCT you could face the following risks, at Vendor's sole discretion: the freezing of your Account, resetting of your game scores and rankings, and/or the deletion of your Account.

GOVERNING LAW

The parties to this EUA submit to the jurisdiction of the courts of the Province of Alberta for the enforcement of this EUA or any arbitration award or decision arising from this EUA. This EUA will be enforced or construed according to the laws of the Province of Alberta without reference to its conflicts of law principles.

MISCELLANEOUS

This EUA does not create or imply any relationship in agency, joint venture or partnership between the Vendor and the End User.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this EUA. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this EUA is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intention that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this EUA will in no way be affected, impaired or invalidated as a result.

This EUA contains the entire agreement between the parties. All understandings have been included in this EUA. Representations which may have been made by either party to this EUA may in some way be inconsistent with this EUA. All such statements are declared to have no legal force or effect in this EUA. Only the written terms of this EUA will bind the parties.

This EUA applies to and is binding upon the Vendor's successors and assigns.

NOTICES

All notices to the Vendor under this EUA shall be provided to it at the following address:

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