



END USER LICENSE AGREEMENT AND TERMS OF SERVICE

This End User License Agreement ("EULA") constitutes an agreement between you ("You" or "Your") and mercury black UG (hereinafter the "mercury black") and its affiliates regarding your use of apps, services, websites and other programs distributed, published or otherwise made available by mercury black or its affiliates ("Service(s)"). In addition, mercury black's Privacy Policy ("Privacy Policy") covers the use of the Service and the Privacy Policy is incorporated herein by reference. Some of the Services may require You to register an account on the Service ("Account").

Before accessing or using the Service, you shall agree to this EULA and our Privacy Policy. Please note that, in addition to the terms of this EULA, when accessing the Service through networking site, such as Facebook or Google+, the terms of such service in question may apply.

YOUR USE OF THE SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICES OR REGISTERING AN ACCOUNT YOU HEREBY ACCEPT AND AGREE THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT AND AGREE THE TERMS ON THIS EULA, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE.

By accessing the Service and/or registering an Account you hereby represent and warrant that You are age of 16 or older as well as that you understand, accept and agree to this EULA. You are prohibited to give access to children under the age of 16. By accepting this EULA, you have the full responsibility for any unauthorized use of the Service by minors and respectively, you are solely responsible for use of your credit card of any other payment method by minors. In the event that you are between ages 16 and 17, you represent and warrant that your legal guardian has examined, accepted and agreed to this EULA. You are solely responsible for any use of your credit card or other payment methods in connection with using the Service. mercury black is not liable for any possible losses arising from unauthorized use of your credit card.

mercury black hereby reserves the right, at its sole discretion, to change, modify, revise or otherwise change this EULA or Privacy Policy or parts of them at any time by publishing the amended EULA or Privacy Policy. By continuing the use of the Services, You will have deemed to accept the amended terms.

1. GRANT OF A LICENSE AND RESTRICTIONS

1.1 License

Subject to this EULA, mercury black hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the Services as provided by mercury black, for your personal non-commercial purposes, in the manner permitted by this EULA. Any use of the Service in contradiction to the aforementioned is explicitly forbidden.

1.2 Restrictions

You warrant not to sell, rent or give away Your Account or create an Account on behalf of someone else or by using false information. If You have previously been banned from using

the Service You are not allowed to re-register Your account or otherwise use the Service.

You warrant not to use the Service for commercial purposes. You are not allowed to advertise, solicit or transmit any commercial advertisements within the Service.

In addition, You agree not to:

(i) use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service;

(ii) institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;

(iii) attempt to gain unauthorized access to the Service;

(iv) post any information that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable or offensive or contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;

(v) make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation mercury black employees.

(vi) solicit or attempt to solicit personal information from other users of the Service or collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.

mercury black reserves the right to determine if the behaviour consist a violation of this EULA and its actions due to such violation.

1.3 Consequences of breach

In addition to other remedies, mercury black hereby reserves the right to limit, suspend, terminate, modify, or delete accounts or access to Services or portions thereof, if You are, or mercury black suspects that You are, failing to comply with any of the terms of this EULA or for any actual or suspected illegal or improper use of the Service, with or without notice to You. You can lose Your user name and persona as a result of account termination or limitation, as well as any benefits, privileges, earned items and purchased items associated with Your use of the Service, and mercury black is under no obligation to compensate you for any such losses or results.

2. INTELLECTUAL PROPERTY RIGHTS

mercury black retains all right, title and interest in and to the Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio-visual effects, themes,



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characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Services are protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Services shall not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from mercury black. All rights not expressly granted to you herein are reserved by mercury black.

3. PURCHASE TERMS

The Services may enable You to purchase, with "real world" money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) "virtual currency", or "virtual items" used in the Services ("Virtual Items"); and/or (b) other goods ("Merchandise") or services ("Paid Services"). You are only allowed to purchase Virtual Items, Merchandise or Paid Services from mercury black or authorized partners of mercury black through the Services, and not in any other way.

mercury black may manage, regulate, control, modify or eliminate Virtual Items, Merchandise and/or Paid Services at any time, with or without notice. mercury black shall have no liability to you or any third party in the event that mercury black exercises any such rights.

The transfer of Virtual Items, Merchandise and Paid Services is prohibited except where expressly authorized in the Services. Other than as expressly authorized in the Services, You shall not sell, redeem or otherwise transfer Virtual Items or Merchandise to any person or entity, another user or any third party.

ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICES ARE FINAL AND NON-REFUNDABLE.

The provision of Virtual Items for use in Services is a service provided by mercury black that commences immediately upon acceptance by mercury black of your purchase or action intending to earn Virtual Items.

You agree to pay all fees and applicable taxes incurred by You or anyone using an Account registered to You. mercury black may revise the pricing for the goods and services offered through the Services at any time. **YOU ACKNOWLEDGE THAT MERCURY BLACK IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.**

4. USER CONTENT

For the purposes of this EULA, "User Content" means any communications, images, sounds, and all the material, data, and information that You upload or transmit to the Services, or that other users upload or transmit, including without limitation any chat text. By transmitting or submitting any User

Content while using the Services, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that You have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) You acknowledge and agree that any of Your personal information within such content will at all times be processed by mercury black in accordance with its Privacy Policy. mercury black reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

mercury black assumes no responsibility for the conduct of any user submitting any User Content and assumes no responsibility for monitoring the Services for inappropriate content or conduct. mercury black does not, and cannot, pre-screen or monitor all User Content. Your use of the Services is at Your own risk. By using the Services, You may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the Services. mercury black may at its sole discretion monitor and/or record your interaction with the Services or communications (including without limitation chat text) when You are using the Services. mercury black assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content, even if mercury black would choose to monitor the Services. mercury black shall have the right, but not the obligation, at its sole discretion to edit, refuse to post, or remove any User Content.

By using the Services, You hereby provide Your irrevocable consent to such monitoring and recording. You acknowledge and agree that You have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications.

You hereby grant to mercury black an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of the Services, including marketing and promotions of the Services. You also hereby grant to mercury black the right to authorize others to exercise any of the rights granted to mercury black under the terms of this EULA. You further hereby grant to mercury black the unconditional, irrevocable right to use and utilize Your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to You. Except as prohibited by law, you waive any rights of attribution and/or



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any moral rights You may have in Your User Content, regardless of whether your User Content is altered or changed in any manner. mercury black does not claim any ownership rights in your User Content and nothing in the terms of this EULA is intended to restrict any rights that You may have to use and exploit your User Content. mercury black has no obligation to monitor or enforce your intellectual property rights in or to Your User Content.

5. UPDATES AND DISCONTINUATION OF THE SERVICE

mercury black reserves the right to stop offering and/or supporting the Services or part of the Services at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, mercury black shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services. Termination of Your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

mercury black may release updates to the Services at its sole discretion and reserves right to require that You accept updates to the Services. You accept and agree that mercury black may update the Services without prior notification.

6. YOUR ACCOUNT

mercury black may require You to register an Account on the Services. Under any circumstances, do not share Your login information nor access anyone to Your Account. In the event you suspect or become aware of any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the login Information, you shall without delay notify mercury black and modify your login Information. You are solely responsible for maintaining the confidentiality as well as responsible for any publications and actions made through your Account whether or not authorized by You. mercury black shall have no responsibility to compensate You for any damages that are result of actions through your Account.

You may disable Your Account at any time and for any reason by informing mercury black that You wish to disable your Account via email to legal@mercury.black.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL MERCURY BLACK, ITS AFFILIATES, LICENSORS OR CHANNEL PARTNERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES RESULTING FROM POSSESSION, ACCESS, USE OR MALFUNCTION OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE

DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT MERCURY BLACK, MERCURY BLACK'S AFFILIATES, LICENSORS OR CHANNEL PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION 7, MERCURY BLACK'S LICENSORS AND CHANNEL PARTNERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS EULA GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

MERCURY BLACK, ITS AFFILIATES, LICENSORS' OR CHANNEL PARTNERS SHALL NOT BE IN NO EVENT LIABLE FOR ANY DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE MERCURY BLACK SERVICES.

8. DISCLAIMER

WITHOUT LIMITING MERCURY BLACK'S LIABILITY, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. MERCURY BLACK DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MERCURY BLACK, HOWEVER, WILL USE ITS BEST EFFORTS TO ENSURE THAT THE SERVICE IS CORRECTLY OPERATIONAL 24 HOURS A DAY.

9. NOTICES

All notices given by you or required from you under this EULA or Privacy Policy shall be in writing and addressed to: mercury black UG, Gewerbestrasse 16, 75217 Birkenfeld, Germany or legal@mercury.black. Any notices that you provide without compliance with this EULA shall have no legal effect.

We may notify you via all websites and web services operated by mercury black or via other communications means you have provided with us.



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10. DISPUTE RESOLUTION AND LAW

If a dispute arises between you and mercury black, please contact us directly in order to find amicable resolution: legal@mercury.black

This EULA is governed by the laws of Germany without reference to its choice of law rules. The United Nations Convention for the International Sale of Goods shall not apply.

Any dispute, controversy or claim arising out of or relating to these Terms of Services or the breach, termination or validity thereof shall be finally settled at mercury black's discretion (i) at your domicile's competent courts; or (ii) by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the German Chamber of Commerce. The arbitration shall be conducted in Berlin, Germany, in the English language.

11. SEVERABILITY

If any provision of this is declared void, invalid illegal or unenforceable, in whole or in part by any court of competent jurisdiction, the validity, or legality of any of the other provisions and of the entire Agreement shall not be affected thereby and the parties shall replace such provision with one as near in substance as possible the original provision without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

12. ASSIGNMENT

mercury black may assign or delegate this, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the EULA without mercury black's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

13. SUPPLEMENTAL POLICIES

mercury black may publish additional policies and rules related to its services. Please note that you shall follow and accept such specific policies and rules in addition to this EULA relating some specific services.

14. NO WAIVER

The failure of mercury black to require or enforce the strict adherence by you of any provision of this EULA or Privacy Policy on any occasion shall not be considered as a waiver of any right hereunder to assert or rely upon any such provision or right in that or any other instance.

15. EQUITABLE REMEDIES

In the event that you breach this EULA, you hereby agree that mercury black would be irreparably damaged if this EULA were

not specifically enforced, and therefore you agree that mercury black shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this EULA, in addition to such other remedies as mercury black may otherwise have available to it under applicable laws.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any mercury black app or web property, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7 (if any).

16. FORCE MAJEURE

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

17. ENTIRE AGREEMENT

This EULA and documents expressly incorporated by reference herein, constitutes the entire agreement between you and mercury black with respect to the Services and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this EULA will be binding unless made in writing and signed by mercury black.

18. MISCELLANEOUS

mercury black reserves the right, at its discretion, to change, modify, add or remove portions of this EULA at any time by posting the updated EULA on mercury black's website. You will be deemed to have accepted such changes by continuing to use the Services. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this EULA shall not be affected. If at any point, you do not agree to any portion of the current version of our EULA, the Privacy Policy, or any other mercury black policy or rules relating to your use of the Service, your license to use the Service shall immediately terminate, and you shall immediately stop using the Service.