

# END USER LICENSE AGREEMENT (EULA)

Effective date: January 1<sup>st</sup>, 2026

## 1. INTRODUCTION

This End User License Agreement ("EULA") is a binding legal contract between you ("User", "You") and **WARVARG GAMES L.L.C-FZ** ("Company", "We"), governing your use of the game ("Game") and related services.

By accessing or installing the Game, you accept this EULA, the Privacy Policy, Community Guidelines, and platform (Apple/Google) rules.

## 2. DEFINITIONS

For the purposes of this EULA, the following terms shall have the meanings set forth below:

**"Account"** means the unique profile created by User to access and use the Game and related services.

**"Virtual Item(s)"** means any virtual currency, digital goods, visual elements, in-game equipment, or any other content or rights with an associated value or function that you can acquire, use, or interact with within the Game. This includes both items purchased for real money and those earned through gameplay.

**"Prohibited Region"** means a country or territory from which the use of the Game is expressly forbidden, determined by your geographic location at the time of access, and includes, but is not limited to, Mainland China, North Korea, Iran, Syria, and any other region subject to comprehensive embargoes by the United States or the United Arab Emirates.

**"UGC" or "User-Generated Content"** means any content, data, or materials created, uploaded, transmitted, or posted by you in connection with the Game, including but not limited to chat messages, clan names, customizations, and player nicknames.

## 3. ACCEPTANCE OF TERMS

The User accepts this Agreement by clicking "Accept", "Continue", installing or launching the Game, as well as by actually using the Game after the publication of the updated version of the EULA.

If you do not agree to this EULA, do not download, install, or use the Game.

Continued use after updates constitutes acceptance.

## 4. MINIMUM AGE AND PARENTAL CONTROLS

You must be at least 13 years of age to create an account and use the Game (or such other minimum age as required by the laws of your country). If you are under the age of 18, or the age of majority in your jurisdiction, you hereby acknowledge that your legal guardian has reviewed and agreed to this EULA.

If you are a parent or guardian permitting a minor to use the Game, you agree to: (i) supervise the minor's use of the Game; (ii) assume all risks associated with the minor's use of the Game, including the transfer of unauthorized content and purchases; (iii) ensure that the content in the Game is suitable for the minor; and (iv) ensure all information submitted by the minor is accurate.

We encourage parents and guardians to use parental control tools available on their devices and through the Google Play Store to help manage their children's experience.

## 5. LICENSE GRANT

The Company grants you a personal, revocable, non-transferable, limited license to use the Game for non-commercial entertainment purposes. Ownership is not transferred.

## 6. INTELLECTUAL PROPERTY RIGHTS

The Game, including the whole code, graphics, artwork, animations, sounds, music, narrative, "look and feel", and all other content contained therein, and all intellectual property rights therein and thereto, are and shall remain the exclusive property of the Company and its licensors.

Except for the limited license granted to you in this EULA, no other rights, express or implied, are granted to you. All rights not expressly granted are reserved by the Company.

## 7. LICENSE LIMITATIONS

User may NOT: reverse-engineer the Game; use cheats, bots, hacks, or exploits; engage in real-money trading; interfere with server integrity; bypass technical measures; or access the Game from prohibited regions (Mainland China, North Korea, Iran, Syria, and sanctioned territories).

The User is strictly prohibited from downloading, installing, using, or distributing modified, unofficial, or tampered APK files, including modded clients, cracked builds, altered emulators, packet-manipulation tools, or any software intended to bypass Google Play security.

## 8. ACCOUNT

Supported login methods: Apple Game Center, Google Play Games, and email-password login. Cross-progression is supported. Users are responsible for credential security.

The User may delete their Account at any time via the in-app "Delete Account" function. The User may also submit an account deletion request via <https://warvargames.com/delete>.

Upon deletion, all personal data associated with the Account will be permanently erased, except for data that we are legally obligated to retain. Account deletion is irreversible and results in the loss of all progression, Virtual Items, purchases, and game data.

## 9. VIRTUAL ITEMS

Virtual currency and items:

- have no monetary value;
- are non-refundable and non-transferable;
- remain active while your account is active;
- may be updated, modified, or removed for legitimate game balancing, security, or to comply with legal requirements. The Company will act reasonably and in good faith when making such changes, especially concerning Virtual Items acquired for real money.

For the avoidance of doubt, the "removal" of a Virtual Item primarily refers to situations where such action is necessary due to your violation of this EULA (e.g., removal of illegitimately acquired items). "Modification" for game balancing purposes will not substantially alter the principal features and functionality of purchased Virtual Items you have already acquired.

The Company may adjust the pricing of Virtual Items at any time. Such adjustments may apply to future purchases and will not retroactively affect previously acquired items.

**IMPORTANT:** Retroactive negative changes to already acquired items WILL NOT be applied. Material changes will be announced in advance.

## 10. PAYMENTS & REFUNDS

All payments are processed by Apple/Google under their respective policies. You are responsible for all charges and agree to abide by the relevant app store's terms. Refund requests must be directed to the respective platform (Apple/Google) in accordance with their policies. The Company does not process refunds directly.

**ACKNOWLEDGEMENT FOR DIGITAL CONTENT:** You acknowledge that when you purchase a Virtual Item, it is deemed provided for your use immediately upon confirmation of your purchase. Therefore, if you are a user in the European Union (EU) or the United Kingdom (UK), you expressly consent to the immediate supply of the digital content and acknowledge that you will lose your right of withdrawal under Article 16(a) of the EU Consumer Rights Directive (2011/83/EU) and similar UK legislation.

## 11. USER CONDUCT

Prohibited conduct includes, but is not limited to:

- Harassment, bullying, hate speech, threats, or coordinated abuse
- Impersonation of Company staff or other users
- Fraud, marketplace scams, or fraudulent transactions
- Spam, distribution of malware or phishing links
- Cheating, exploiting bugs, or using unauthorized software
- Multi-account abuse or economic exploitation
- Distribution of NSFW (not-safe-for-work) content
- Political agitation, extremist messaging, or hate symbols
- Publication of personal data of other users (doxxing)
- Creating fake accounts or using automation tools ("bots")

Sanctions are applied at the Company's reasonable discretion, based on the severity of the violation and the User's conduct history, and may include:

- warnings,
- chat mute (1–168 hours),
- temporary suspension,
- rollback of illegitimate progress,
- forfeiture of illegitimately acquired Virtual Items or virtual currency;
- permanent ban for cheating or severe abuse.

Appeals will be reviewed and processed in due course. We strive to provide an initial response within 7 business days, though complex cases may require more time for a thorough investigation.

## 12. ANTI-CHEAT

The Game includes behavioral analysis, telemetry, anti-cheat detection, server validation, and automated rule enforcement. By playing, you consent to these systems.

## 13. DATA COLLECTION & THIRD-PARTY SDK DISCLOSURE

The Game uses third-party SDKs, including but not limited to:

- Google Firebase (analytics, crash reporting),
- Appsflyer (attribution),
- AppMetrica (analytics),
- AppLovin MAX / Unity Ads / Google AdMob (advertising),
- security and anti-fraud modules.

These SDKs may collect device identifiers, diagnostics, and interaction data strictly for analytics, security, advertising, and product performance.

Advertising SDKs may collect approximate location (coarse location) for ad delivery, where permitted by the User's device-level privacy settings.

## 14. USER-GENERATED CONTENT (UGC)

UGC (chat, clans, nicknames) must comply with Community Guidelines. You grant us a perpetual, worldwide license to host, reproduce, and moderate UGC. We may remove harmful or illegal content.

The User acknowledges that:

- UGC may be monitored, logged, or recorded for moderation and safety;
- there is no expectation of privacy for in-game communications;
- the Company may remove or restrict any UGC at its discretion;
- the Company may block or suspend any User generating harmful UGC;
- UGC must not include copyrighted material, extremist symbols, or sensitive personal information.

## 15. ADVERTISING & USER CHOICES

The Game may display advertising content. Advertising networks may use device identifiers, coarse location, interaction data, or analytics signals in compliance with User consent.

Users may opt out of personalized advertising via device settings: Android → Settings → Google → Ads → Opt out of Ads Personalization.

The Game respects the User's device-level advertising preferences, including "Opt out of Ads Personalization".

## 16. STREAMING POLICY

Users may stream, record, and monetize gameplay content (YouTube, Twitch) without requesting permission, provided no misleading affiliation is implied.

## 17. UPDATES

We may deploy patches, mandatory updates, balance changes, and seasonal adjustments. Continued use constitutes acceptance.

## 18. SUNSET POLICY

If the Company discontinues online services, Users will receive at least NINETY (90) DAYS OF ADVANCE NOTICE.

The Company will provide one or more of the following:

- transfer of eligible purchased Virtual Items to successor titles (if available),
- equivalent or greater-value compensation in virtual currency or bundled services,
- preservation of Core Purchases where technically possible.

For the purpose of this policy, **"Core Purchases"** and **"eligible purchased items"** refer to non-consumable Virtual Items (e.g., character skins, permanent weapon upgrades, battle passes) acquired for real money. This excludes items that are spent during normal gameplay (e.g., virtual currency, temporary boosts, consumable potions).

The Company will make commercially reasonable efforts to provide compensation or transfer options where technically feasible.

Details will be provided through in-game notices and via email (if available).

## 19. PLATFORM TERMS — APPLE

Apple is not responsible for support, warranty, or maintenance. Apple may refund purchases per App Store rules.

Apple is not a party to this EULA and is not responsible for the EULA or its content.

Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Game.

In the event of any failure of the Game to conform to any applicable warranty, the User may notify Apple, and Apple will refund the purchase price (if any).

Apple shall have no responsibility for addressing any claims by the User or any third party relating to the Game, including:

- (i) product liability claims,
- (ii) any claim that the Game fails to conform to any applicable legal or regulatory requirement,
- (iii) claims arising under consumer protection or similar legislation.

Upon the User's acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against the User as a third-party beneficiary thereof.

The User agrees to comply with all applicable third-party terms, including the Apple Media Services Terms and Conditions, when using the Game.

To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Game.

The User may not transfer, redistribute, or sublicense the Game except as permitted by Apple's Usage Rules.

## 20. PLATFORM TERMS — GOOGLE

Google is not responsible for support or warranty. Billing and refunds follow Google Play Terms of Service.

## 21. REGIONAL COMPLIANCE — EU/EEA

For EU consumers, the relevant rules apply. GDPR rights are detailed in the Privacy Policy. Disputes may be handled in courts of the User's habitual residence where required by law.

## 22. REGIONAL COMPLIANCE — UK

UK Consumer Rights Act 2015 applies. UK GDPR applies. Users may bring disputes before UK courts where required by mandatory law.

## 23. REGIONAL COMPLIANCE — USA

A binding arbitration system is implemented as follows:

- Governing rules: American Arbitration Association (AAA), Consumer Arbitration Rules.
- Seat of arbitration shall be Delaware, USA.
- Each User may OPT OUT of this arbitration agreement within 30 days of (a) the initial account creation or (b) the effective date of any material change to this Section, by emailing **support@warvargames.com** with the subject line "Arbitration Opt-Out" and providing your Account username and the date of opt-out.
- Class action waiver: Users agree not to participate in class, collective, or mass actions.
- If the User opts out, arbitration does not apply.

- The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement.

This clause is enforceable to the maximum extent permitted by US law.

You understand and agree that, by entering into this arbitration agreement, you and the Company are each waiving the right to a trial by jury.

You and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, collective, or mass action. Unless both you and the Company agree, no arbitrator may consolidate more than one person's claims or otherwise preside over any form of a representative, collective, or class proceeding.

## **24. REGIONAL COMPLIANCE — UAE**

For Users whose habitual residence is not within the European Union (EU), European Economic Area (EEA), United Kingdom (UK), United States of America (USA), or other regions with specifically addressed laws in this EULA, the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates shall govern, excluding its conflict of law principles. Any disputes arising from or in connection with this EULA shall be subject to the exclusive jurisdiction of the courts of Dubai, UAE.

## **25. WARRANTIES & LIABILITY**

THE GAME IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT YOU HAVE PAID TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED U.S. DOLLARS (USD \$100).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE COMPANY DOES NOT GUARANTEE THAT THE GAME WILL FUNCTION ON ALL DEVICES OR CONFIGURATIONS, INCLUDING ROOTED OR JAILBROKEN DEVICES.

THE USER IS SOLELY RESPONSIBLE FOR ENSURING DEVICE COMPATIBILITY AND MAINTAINING AN ADEQUATE INTERNET CONNECTION.

## **26. NO THIRD-PARTY LIABILITY**

The Company is not responsible for the availability, functionality, or security of third-party services integrated into the Game, including SDK providers, advertising platforms, or analytics tools.

## **27. SERVICE AVAILABILITY & DOWNTIME**

The Company does not guarantee uninterrupted availability of online services.

Maintenance, updates, network issues, server outages, or force majeure events may affect access to the Game.

The User understands and agrees that the Game is an online service and may be changed, temporarily limited or unavailable in whole or in part without prior notice due to maintenance, updates, equipment failures, actions of third parties, server overload or force majeure circumstances.

The Company does not guarantee uninterrupted, error-free or consistent operation of the Game.

The Company does not guarantee the correct operation of the Game on devices with a modified, hacked or non-standard operating system, including devices with root access or jailbreak.

The user is solely responsible for the compatibility of their device and the availability of a stable Internet connection.

## **28. CHANGES TO GAME FEATURES, MECHANICS, AND CONTENT**

The Company may, at its sole discretion, modify, update, add, remove, or otherwise change any gameplay features, including, but not limited to mechanics, rules, progression systems, Virtual Items, in-game economy, functionality, content and game modes.

These changes may be implemented for reasons including, but not limited to, balancing, security, technical restrictions, legal compliance, platform requirements, or business decisions of the Company.

The Company reserves the right to issue a new version of this EULA reflecting such changes. Continued access to or use of the Game after the publication of a new version of the EULA constitutes the User's acceptance of the updated terms.

If the User disagrees with the updated EULA, they must stop using the Game and delete it from their device.

## **29. FEEDBACK LICENSING**

Any feedback, suggestions, or ideas provided by the User may be used by the Company for any purpose without compensation or obligation.

## **30. TERMINATION**

We may terminate or suspend accounts violating this EULA. Users may terminate by deleting their account and uninstalling the Game.

## **31. CHANGES TO EULA**

The Company may introduce a new version of this EULA reflecting its changes.

Continued access to or use of the Game after the effective date of the updated EULA constitutes the User's acceptance of the updated terms.

If the User does not agree to the updated EULA, they must stop using the Game.

Material changes require renewed acceptance via in-app prompt. Updates are effective upon posting. If any provision of this EULA is held unenforceable, the remaining provisions shall remain in full force and effect.

## **32. LANGUAGE OF EULA**

This EULA is drawn up in English, which is the sole legally binding version of the Agreement.

Any translations of this EULA into other languages are provided solely for informational and User convenience purposes.

In the event of any inconsistency or conflict between the English version and any translated version, the English version shall prevail.

### **33. CONTACT INFORMATION**

Support: [support@warvargames.com](mailto:support@warvargames.com)

Privacy: [privacy@warvargames.com](mailto:privacy@warvargames.com)

Address: Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates