

End User License Agreement (EULA)

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IMPORTANT NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING, AND MAKE SURE YOU HAVE REACHED THE AGE OF 16 OR WHICHEVER OTHER AGE MAY BE REQUIRED TO ACCEPT THIS DOCUMENT IN ACCORDANCE WITH THE LAWS OF YOUR COUNTRY OF RESIDENCE. ENGLISH VERSION OF THIS DOCUMENT IS THE ONLY ORIGINAL VERSION AND SHALL PREVAIL IN THE EVENT OF ANY DIFFERENCES, QUESTIONS OR DISPUTES CONCERNING THE MEANING, FORM, VALIDITY, OR INTERPRETATION THEREOF.

Depiction of any real-world vehicle or product in the Game does not mean participation in product development, sponsorship or endorsement by any vehicle or product manufacturer.

This End User License Agreement (“EULA”) constitutes a legal agreement between you (“User”, also “you”, “your”, “Player” in the EULA) and **Falcon Racing Studios** which means one of the following legal entities (depending on the circumstances described right below):

When the Game is provided via third-party platforms (e.g. Steam, PlayStation Network, Xbox Live, GOG, Google Play Store, Apple App Store): **Falcon Racing Studios, LLC** with its registered address at 651 Mitchell Ct. Gurnee, IL 60031 USA.

Please read this End User License Agreement (hereinafter referred to as the "Agreement") carefully before downloading, installing, or using **Tunnel Boat Terror** (hereinafter referred to as the "Application"), as well as Falcon Racing Studios Terms of Service which contains general provisions and regulations on how we deliver our Services, including the Game, which also incorporates the following documents: Privacy Policy, Game Rules, and other documents being an integral part of the Terms and Conditions.

Upon installing or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download, install, or use the Application.

The capitalized terms (words) not defined herein, shall be interpreted as provided by the Terms of Service.

1. License

1.1. Falcon Racing Studios, LLC (hereinafter referred to as the "Company") grants you a revocable, nonexclusive, nontransferable, limited license to do the following:

1.2. Under this End User License Agreement (the "Agreement"), Falcon Racing Studios, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use Tunnel Boat Terror (the "Software").

1.3. "Software" includes the executable computer programs and any related printed, electronic, and online documentation and any other files that may accompany the product.

1.4. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

1.5. The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.

1.6. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

1.7. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

1.8. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

2. License Fee

2.1. The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

3. Acceptance

3.1. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon installation of the Application.

4. License Limitations

4.1. License granted to you under this EULA, has certain limitations. Falcon Racing Studios has the right to terminate your License in case you violate the limitations set forth in this Section.

4.2. You hereby unconditionally agree and guarantee that you **WILL NOT** do (or attempt to do or facilitate doing) under any circumstances the following:

4.3. No transfer

- sell, lend, rent, sublicense, publish, distribute, transfer in any other way the Game (or a copy thereof), in whole or in part, to any third party;
- allow third parties to benefit from the utilizing the Game through timeshare contracts, service contracts or otherwise, including any commercial exploitation;

4.4. No derivative works or reverse engineering

- change, modify, translate, reverse engineer, derive source code from, disassemble, decompile, or create derivative works of, the Game in whole or in part;

4.5. No malicious or deceiving use

- modify server code (including by means of cheats, hacks and etc.);
- exploit flaws in Game mechanics (exploits, bugs and etc.);
- use software which automates the game process (bots, mods), changes gameplay or functionality of the Game, grants an advantage over other players not using such software or otherwise changes gaming experience, whether yours or any other player's;
- use any third-party software which may anyhow interfere the Game which is not authorized by Falcon Racing Studios for a particular Game(s) or related services, unless such use is permitted by law as a mandatory rule;
- destroy, disable (or assist destroying, disabling) any computer or server used to support the Game and related services;
- upload any files that contain malicious code, including viruses, spyware, trojans, worms, intentionally corrupted data, or any other files that may damage, or interfere with, the Games and related services;
- organize, assist or take part in any type of cyberattacks, including, without limitation, denial of service, and commit any other actions or attempts to disrupt the Games and related services;
- use the Game, knowingly or unintentionally, in violation of any applicable law or regulation, or contribute to a violation of any applicable law or regulation;
- make available, offer, advertise, promote and otherwise distribute any of the aforementioned means of malicious or deceiving use;

4.6. No circumventing or manipulating use

- engage in any act to be in conflict with the spirit or intended use of the Game and related services (as reasonably determined by us), including but not limited to circumventing or manipulating the Game, game mechanics and the rules set forth by the Terms and Conditions and this EULA;

4.7. No commercial use

- of the Game or parts of it for commercial purposes, including, but not limited to: (1) to interact with or facilitate commercial advertising or commercial offers, or (2) to transfer In-Game Items by means other than explicitly provided by the Game or other Falcon Racing Studios services;

4.8. No services rendering use

- of the Game, or parts thereof, to render any in-game services, including to other Users, in exchange for service fees or any other consideration, which explicitly include, without limitation, in-game leveling, crews leveling and item collection services, missions performing, in exchange for payment or resource grinding services;

4.9. No transmitting unauthorized information

- use the Game to transmit unauthorized information, including, but not limited to, unsolicited emails, junk mail, spam, and any material promoting malware, spyware, and downloads;

4.10. No unauthorized connections use

- facilitate, create or maintain any unauthorized connections to the Game, including, without limitation (1) any connection to any unauthorized server that emulates or attempts to emulate any part of the Game, or (2) any connection using programs, specialized tools, software not permitted by Falcon Racing Studios;

4.11. No mining of hidden data

- mine or otherwise collect any Game data which is not intended for display during normal (as intended by Falcon Racing Studios) exploitation of such Game;

4.12. Terms of Service limitations

- otherwise use the Game in the way contrary to the Terms of Service. For the purposes of your convenience, here are some examples of such prohibited use:
- utilizing illegal or otherwise non-appropriate usernames (or nicknames), such as the names of terrorists, Nazi leaders or Nazi war criminals;
- making available through the Games any material or information, or committing other actions that infringes any third-party right (including any individual or legal entity);
- publishing nudity, sexual, excessively violent, offensive or otherwise inappropriate content, as well as to distribute the links to such content, or use the Game by any means for these purposes;
- posting abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive information, as well as to distribute the links to such information, or use the Game by any means for these purposes.

5. Modifications to Application

5.1. The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

6. Term and Termination

6.1. This Agreement shall remain in effect until terminated by you or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

6.2. This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement.

6.3. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop. Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

7. Severability

7.1. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

8. Limitation of Liability

8.1. The Software is provided by the Vendor and accepted by the Licensee "as is".

8.2. Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, 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 disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

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

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

9. Warrants and Representations

9.1. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright, or applicable statute.

10. Amendments to This Agreement

10.1. The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least (7) seven days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

11. Force Majeure

11.1. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, 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 mitigate such an event.

12. Governing Law

12.1. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Illinois for the enforcement of this

Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Illinois.

13. Miscellaneous

13.1. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

13.2. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

13.3. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. 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.

13.4. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent 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 Agreement will in no way be affected, impaired or invalidated as a result.

13.5. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

13.6. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

14. User Support

14.1. The Licensee will be entitled to support which can be received at: help@tunnelboatterror.com. Available 9:00 AM to 5:00 PM Central Standard Time, Monday - Friday, at no additional cost.

14.2. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a minimum period of 1 year or dependent upon player interest, player volume, developer support from the date of Acceptance.

15. Notices

15.1. All notices to the Vendor under this Agreement are to be provided at the following address: Falcon Racing Studios, LLC: 651 Mitchell Ct. Gurnee, IL 60031. If you have questions about this Agreement, please contact us at info@tunnelboatterror.com.