

## Vector36 End User Licence Agreement

This End User Licence Agreement (**Agreement**) is a legal agreement between you (the user) and us (Red River Studio Limited) that sets out our, and your, rights and obligations in relation to the Vector36 game software and any data you provide to us through the Software. Please read this Agreement carefully before using the Software.

**If you agree to the terms and conditions set out in this Agreement, click “I ACCEPT” to install the Software and to indicate your acceptance of these terms and conditions. If you do not agree to all of the terms and conditions in this Agreement, you must not install or use the Software.**

### 1. Definitions and Interpretation

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1.1 In this Agreement, unless the context otherwise requires or is specified otherwise:

**Agreement** means this End User Licence Agreement;

**Data** means:

- (a) data inputted by you for the purpose of registering to use, or using, the Software; and
- (b) data generated by the Software or the device on which the Software is installed, but only to the extent that data is about you;

**Digital Platform** means a digital distribution, digital rights management, online gaming and/or digital media platform or service, including Steam, PlayStation Store, Xbox Games Store, AppStore, Google Play;

**Intellectual Property Rights** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual property rights, whether registered, in the course of being registered or unregistered and any analogous rights worldwide;

**Software** means:

- (a) the game Vector36;
- (b) the software associated with any online mode of Vector36 (subject to any additional terms of use applicable to such online mode);
- (c) any downloadable content for Vector36, including new game modes, objects, levels, challenges or other features;
- (d) printed materials, manuals, online or electronic documentation, and all copies of such software and materials relating to Vector36; and
- (e) all Updates,

including any derivative works, titles, themes, computer code, characters and character names, stories, objects, artwork, graphics, animation, sounds, musical composition, audio-visual effects, text and screen display included in the items listed in (a) to (e) above;

**Updates** has the meaning set out in clause 3.1;

**Usage Data** means any data we may collect about the way in which you and other users play or otherwise use the Software but does not include your Data;

**Virus** means any thing or device (including any software, code, file or program) which may: (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

**we, us** and **our** refers to Red River Studio Limited (Company No. 3563652) with its registered office at Saint Albans, Christchurch, 8014, New Zealand; and

**you** and **your** refers to you, the individual that installs and uses the Software.

## 2. **Licence and Access**

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- 2.1 We grant you a non-exclusive, non-transferable, revocable right to access and use the Software for the term of this Agreement solely for your own personal, non-commercial use and on a device that you own and/or control, all on the terms and conditions set out in this Agreement.
- 2.2 If the Software is made available to you online or allows you to experience some of the features of the Software online (such as multiplayer online), we will use reasonable endeavours to make the Software available to you on and subject to the terms of this Agreement.
- 2.3 If the Software is downloaded or accessible through a Digital Platform, your use of the Software is also subject to the terms and conditions set out in any terms and conditions specified by the operator of the relevant Digital Platform (**Digital Platform Terms**). If there is any inconsistency between the terms and conditions of this Agreement and the Digital Platform Terms, the terms and conditions of this Agreement will prevail to the extent of the inconsistency.
- 2.4 You:
- (a) will keep logins, passwords and registration codes (together, **Access Details**) that are required and/or provided for your access and use of the Software confidential and ensure you are the only person to access and use the Software through use of the Access Details;
  - (b) are fully responsible for all activities that occur under your account and agree to immediately change your password in the event of any breach of security;
  - (c) acknowledge and agree that we may disable your login account or access to the Software if we discover that the Access Details have been provided to any third party;
  - (d) acknowledge and agree that, where the Software is made available to you online or you are experiencing some of the features of the Software online, you may be automatically logged out of the Software after a period of time of

inactivity and, if so, you will be required to log in again in order to access and use the Software;

- (e) will ensure that all your Data that you provide to us is true and correct and kept up to date for so long as you continue to use the Software;
- (f) will abide by the safety information, maintenance instructions or other relevant notices contained in the information that is included with the Software;
- (g) must only install and use one copy of the Software on one physical or virtual device. You may install multiple copies of the Software on more than one device provided that you have a licence for each copy. For the avoidance of doubt and by way of example, if you wish to install the Software on one physical device and one virtual device, you must purchase a licence for each of the physical device and the virtual device;
- (h) may make or store one copy of the Software for backup or archival purposes. You may use it only to reinstall the Software.

2.5 You will not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us:
  - (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
  - (ii) attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Software in order to build a product or service which is the same as or similar to the Software or which otherwise competes with the Software;
- (c) use the Software to provide services to third parties, including at or through online game sites, game parlours, internet cafes or exhibitions without our prior written consent, such consent may be subject to the payment by you of additional licence fees;
- (d) remove, disable, circumvent or attempt to undermine the integrity of any security or technical measures that control access to:
  - (i) the Software; or
  - (ii) our, or any third party's, systems, networks or resources used in the provision of the Software;
- (e) attempt to gain unauthorised access to any information or materials other than those to which you have been given express permission to access as part of the Software;
- (f) attempt to obtain, or assist third parties in obtaining, access to the Software;

- (g) export or re-export the Software or any copy or adaption in violation of any applicable laws or regulations;
- (h) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Software;
- (i) use automation software (including bots), spiders, cheats, hacks, mods or any other unauthorised third party software designed to modify the Software experience;
- (j) use or access the Software, or permit use of or access to the Software, in a network, multi-user arrangement or remote access arrangement, including any online use, except as permitted as part of the Software functionality or as otherwise permitted by us in writing;
- (k) transfer and/or make available the Software through a local area network, file sharing network, or any other network;
- (l) access, store, distribute or transmit any Viruses through the Software, and we may, without liability to you, disable your access to the Software if you are in breach of this clause; and
- (m) rent, lease or lend the Software.

2.6 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify us.

2.7 We may terminate this Agreement if you breach any provision of this Agreement. If we terminate this Agreement you will immediately cease to use the Software, uninstall and destroy all copies of the Software and all of its component parts in your possession or control.

2.8 You may terminate this Agreement at any time by destroying the Software and uninstalling it from the device on which it is installed.

### 3. **Changes to the Software**

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3.1 You acknowledge that we may provide updates, upgrades, patches and other modifications to the Software (together **Updates**) that must be installed for you to continue to play the Software properly or at all. You may be required to install Updates to the Software or to update or upgrade the device you use to access the Software or the operating system running on that device in order to continue to use the Software. We may provide Updates remotely and access the Software residing on the device on which the Software is installed for such purpose, without your knowledge, and you hereby grant to us the right to deploy and apply such Updates. Unless we specify otherwise, Updates will be provided at no cost.

3.2 All provisions of this Agreement that refer to the Software will also include all such Updates, unless such Updates are accompanied by a separate licence in which case the terms of that licence will govern.

3.3 Although we use reasonable endeavours to ensure that any Updates do not cause any problems in your use of the Software, our liability to you to the extent that problems arise from such Updates is limited in accordance with clause 7.

#### 4. **Your Data and Usage Data**

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- 4.1 We acknowledge and agree that, except for the rights you grant us to use your Data under this Agreement, you will own all rights, title and interest in and to all of your Data and you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of your Data.
- 4.2 While we will take reasonable measures against the accidental loss, destruction or damage of your Data, to the extent permitted by law, we will not be responsible for any loss, destruction, alteration or disclosure of your Data and you should ensure that you back-up any important information included in your Data in a separate location on regular basis.
- 4.3 In so far as any of your Data or any Usage Data is “Personal Information” for the purposes of the Privacy Act 1993, we will comply with our obligations under the Privacy Act 1993 in respect of that Personal Information. You acknowledge and agree that we will be permitted to share or disclose your Personal Information:
- (a) in accordance with the Privacy Act 1993, including without limitation where we believe on reasonable grounds that we are required to do so by law or that disclosure is necessary to facilitate the disposition of the the Software business (whether as a going concern or otherwise); and
  - (b) as agreed by you under this Agreement.

If you have any questions in connection with our use of any Personal Information you have provided to us or you wish to access your Personal Information please write to us at our registered office address above.

- 4.4 You acknowledge and agree that we may use your Data for the purpose of:
- (a) providing the Software to you and otherwise performing our obligations under this Agreement. This may include passing your Data to third party service providers we use to provide the Software (including without limitation overseas data centre and outsourcing providers);
  - (b) ensuring that you are complying with the terms and conditions of this Agreement;
  - (c) improving or enhancing the Software;
  - (d) performing research and data analysis on an aggregated and anonymous basis; and
  - (e) marketing our own and third-party products and services to you, where you have indicated, or otherwise agreed, that we may do so.
- 4.5 In addition to clause 4.4, you acknowledge and agree that:
- (a) we may share your Data with other Software users or third parties provided that we have obtained your specific consent to do so;
  - (b) we will be free to use your Data on an anonymous basis for any purpose, commercial or otherwise, including for data analysis and market research purposes, and that we will be free to provide such data and grant such use

rights to our business partners and other third parties. The rights granted by you to us under this clause are perpetual and irrevocable; and

- (c) we may provide your Data to third parties, such as our business partners, for marketing purposes provided that we have obtained your specific consent to do so.

4.6 Any Usage Data we collect will be owned by us. We will only use such Usage Data in an anonymised form and will be free to do so for any purpose, commercial or otherwise.

## 5. **Your Obligations**

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5.1 You will:

- (a) provide us with all necessary co-operation in relation to this Agreement so that we can provide you access to the Software;
- (b) comply with all applicable laws (including the Privacy Act 1993) and any third party terms you have agreed to (for example with your telecommunications service provider or the operator of the relevant Digital Platform) with respect to your use of the Software and your activities under this Agreement;
- (c) use the Software in accordance with the terms and conditions of this Agreement and carry out all other of your responsibilities set out in this Agreement in a timely and efficient manner;
- (d) be solely responsible for:
  - (i) procuring and maintaining your network connections and telecommunications links from the device you use to access the Software; and
  - (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

5.2 You confirm that you have all the rights in relation to your Data that are necessary to grant us the right to use it as set out in the terms of this Agreement.

## 6. **Intellectual Property Rights**

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6.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Software. Except as expressly stated in this Agreement, this Agreement does not grant you any rights to, or in, the Intellectual Property Rights, or any other rights or licences in respect of the Software.

## 7. **Warranties and Liability**

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7.1 You acknowledge that, except for those warranties or representations that cannot be excluded by law (including under the Consumer Guarantees Act 1993 and Fair Trading Act 1986), the Software is provided on an "as is" basis and all representations, conditions or warranties in respect of the Software (whether express or implied, statutory or otherwise, and including warranties of merchantability and fitness for a particular purpose) are expressly excluded.

- 7.2 In particular and without limiting clause 7.1, we do not warrant:
- (a) that your use of the Software, or access to the Software by way of any Digital Platform, will be uninterrupted or error-free;
  - (b) that the Software will meet your requirements;
  - (c) that the Software will operate on all types of computers, game consoles or other devices; or
  - (d) that the Software will be secure or free from Viruses.
- 7.3 You agree that, to the maximum extent permitted by law, we will not be liable to you for any form of loss or damage or injury, regardless of cause or origin, on any basis whatsoever, (including but not limited to breach of contract, warranty, negligence, strict liability in tort or otherwise), arising out of or in connection with this Agreement. If, notwithstanding the foregoing, we should have any liability to you for any form of loss or damage, then to the maximum extent permitted by law, our maximum aggregate liability to you will not exceed the amount you have paid us for the Software.
- 7.4 Without limiting clause 7.3, you agree that:
- (a) to the maximum extent permitted by law, we will not be responsible for the loss, destruction or damage of your Data, however caused; and
  - (b) before using any data exported or otherwise retrieved from the Software (including your Data) you will verify the accuracy, correctness and completeness of such data and will carry out your own assessment of the appropriateness of such data for the purpose for which you intend to use it and that we will not be responsible for any errors or omissions in such data, however caused.
- 7.5 Clauses 7.3 and 7.4 are subject to any rights you have under the Consumer Guarantees Act 1993 and Fair Trading Act 1986 that cannot be excluded by agreement between you and us.
- 7.6 You acknowledge that:
- (a) we may rely on the provision of services by third parties (including Digital Platforms, data centre, electricity, telecommunications and outsourcing providers) in order to make the Software available to you (**Third Party Providers**) and that the Software may be subject to limitations, delays and other problems inherent in the use of such services provided by Third Party Providers;
  - (b) to the maximum extent permitted by law, we will not be responsible for any delays, delivery failures, or any other loss or damage arising out of or is in connection with any services provided by Third Party Providers, including any delays, denial-of-service attacks, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; and
  - (c) the Software may contain links to other sites and resources provided by third parties, and that these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no

responsibility for them or for any loss or damage that may arise from your use of them.

- 7.7 You will indemnify us against all costs, losses, expenses and damages incurred through any claims against us resulting from your use of the Software.

## 8. **Technical Protections**

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- 8.1 You acknowledge and agree that we may include in the Software certain measures to:

- (a) control your access to the Software (or any part of it);
- (b) prevent unauthorised copies; or
- (c) attempt to prevent anyone from exceeding the limited rights granted under this Agreement.

These measures may include incorporating product activation, licence management and other security technology in the Software and monitoring usage of the Software, including time, date and/or location controls, installation counters, registration or serial numbers, activation technology, and/or other security devices designed to prevent the unauthorised access, use, and copying of the Software, and any breach of this Agreement.

- 8.2 You acknowledge and agree that we may monitor the use of the Software at any time and collect any such data that we consider appropriate including IP and MAC addresses relating to the device(s) on which the Software is accessed or installed.
- 8.3 You will not interfere with such access control measure or attempt to disable or circumvent such security features, and if you do, the Software may not function properly.

## 9. **Multiplayer Mode**

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- 9.1 This Software may contain features that allow you to play the Software with other players over a network, including the Internet (**Multiplayer Mode**). If you engage in Multiplayer Mode, you acknowledge and agree that:

- (a) we may generate, store and transmit certain information that identifies you and/or your computer (e.g. IP and MAC addresses) (**Game Information**) to other computers for purposes of Multiplayer Mode;
- (b) the Software may continue to generate, store and transmit the Game Information as necessary while engaged in Multiplayer Mode;
- (c) Multiplayer Mode is not supervised, moderated or otherwise under our control;
- (d) we have no control over or responsibility for your experience while engaged in Multiplayer Mode, or any content you may create, encounter or receive, including online messages, while you are engaged in Multiplayer Mode; and
- (e) Multiplayer Mode may not be consistently available or operate error free, and that Multiplayer Mode may be discontinued by us at any time.



## 10. **General**

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- 10.1 This Agreement constitutes the entire agreement between you and us in relation to the Software and supersedes any previous understanding or agreements on that subject matter.
- 10.2 If any part or a provision of this Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.
- 10.3 A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver.
- 10.4 A party to this Agreement may exercise a right, power or remedy under this Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party under this Agreement does not prevent a further exercise of that or of any other right, power or remedy.
- 10.5 This Agreement may be varied by us at any time. Unless otherwise stated, amendments to these terms will be effective upon notifying you of the changes through, or posting the changes on, the Software (including by push notification), website, email, the Digital Platform we use to provide access to the Software, or otherwise. You must ensure that you have read, understood and agree to the terms in this Agreement. You agree that your continued use of the Software represents your agreement to be bound by the most recent terms.
- 10.6 You will not assign, transfer or otherwise deal with this Agreement or any of your rights or obligations under this Agreement, whether in whole or in part, without our prior written consent. Notwithstanding the forgoing, you may permanently transfer the Software, all of your rights and obligations, and this Agreement directly to another person. Before the transfer, the other person must agree that this Agreement applies to the transfer and use of the Software. You must uninstall the Software before transferring it separately from the device, and permanently delete all copies and installations of the Software in your control or possession. You may not retain any copies. You will be solely responsible for any taxes, fees, duties, withholdings, charges and assessments that may be due in connection with such transfer.
- 10.7 This Agreement will be governed by and construed in accordance with the laws of New Zealand.
- 10.8 Should you wish to take any action against us in respect of the Software and/or this Agreement, you agree that any such action will be commenced only in the New Zealand courts, which courts will have exclusive jurisdiction over such actions and proceedings.

## 11. **Apple Device Terms (where applicable)**

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- 11.1 This clause 11 applies to you only if you use an Apple device (e.g.: iPhone, iPad, iPod Touch) to access the Software. It does not apply to you if you do not use the Software on an Apple Device.
- 11.2 You and us both acknowledge and agree that:
- (a) this Agreement is concluded solely between you and us, and not with Apple, and Apple is not responsible for the Software and the content thereof;

- (b) any maintenance or support that may be offered by us in connection with the Software is solely our responsibility and Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software;
- (c) in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and request a refund the purchase price (if any) you paid for the Software through Apple's App Store. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software;
- (d) Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software. In the event of any third party claim that the Software or your possession and use of it infringes that third party's intellectual property rights you should contact us as Apple will have no responsibility for the investigation, defence, settlement and discharge of any such intellectual property infringement claim;
- (e) Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary;
- (f) except as provided in clause 11.2(c), any questions, complaints or claims with respect to the Software should be directed to us at the following address:

**Vector36info@gmail.com**

- 11.3 You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.