END USER LICENCE AGREEMENT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY.

Last Updated: April 2026

1. INTRODUCTION

This End User License Agreement ("EULA") governs Your use of this videogame, its application, software, their associated upgrades, patches, and updates and related services (the "Product") currently provided or which will be provided by SECRET MODE LIMITED, a company registered in England and Wales with company number 12912552. Our registered office address is Ground And 2nd Floor Imperial House, Holly Walk, Leamington Spa, England, CV32 4JG, or any one of our subsidiaries or affiliated companies (collectively referred to as "our", "we" or "us").

This EULA sets out the basis on which we make our Product available to you ("User" or "You") and on which You may use it. Our Game Privacy Policy, which can be found on our website, forms an integral part of this EULA. By installing or using our Product, You agree to have read, understood, accept and to be bound by (1) this EULA and (2) the Game Privacy Policy at all times. If You do not agree with one of these, please do not install or use our Product. In particular, if You are a US resident, You agree to the arbitration agreement and class action waiver described in Section 17 below. If You do not agree to these terms, do not purchase, download or use our Product.

By continuing to use our Product You hereby agree to be bound to this EULA. For the avoidance of doubt, if You have previously used our Product and agreed to an older EULA that is dated prior to 1 April 2026, the terms of this EULA shall replace and supersede them. This EULA does not replace or supersede any Product-specific EULA that is dated 1 April 2026 or later.

We reserve the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described below in Section 15.

2. GRANT OF LICENCE.

We (or our licensors) grant You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use our Product (in whole or in part) (the "Licence"), for such time until either You or we terminate this EULA. You must in no event use, nor allow others to use, our Product or this Licence for commercial purposes without obtaining a licence to do so from us. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use our Product on certain hardware. THIS PRODUCT IS LICENSED TO YOU, NOT SOLD.

As applicable, certain parts of our Product may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. Please review such additional terms and any costs carefully.

3. OWNERSHIP.

All title, ownership rights and intellectual property rights in and to our Product (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of our Product, individually or in combination) and any and all copies thereof are owned by us or our licensors. Our Product is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain

certain licensed materials and, in that event, our licensors may protect their rights in the event of any violation of this Agreement. Subject to Section 4, any reproduction or representation of these licensed materials in any way and for any reason is prohibited without our prior permission and, if applicable, our licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by us.

This Licence confers no title or ownership in our Product and should not be construed as a sale of any rights in our Product.

4. ACCESS AND RESTRICTIONS TO OUR PRODUCT

You are able to create the following content relating to our Product under the terms of this EULA in the following ways:

- Share screenshots, streams and/or videos of Your gameplay of our Product;
- To create pre-recorded or live streamed gameplay videos of You playing our Product which You share via sites like Twitch or YouTube, that You may monetise for example by receiving revenues from Twitch or YouTube, or in creating Patreon (or similar platform) exclusive content that end-users may pay You to access (as long as You comply with the other terms of this EULA);
- Include ads in pre-recorded or live streamed gameplay videos of our Product which You share via sites like Twitch or YouTube (as long as it doesn't seem like an endorsement by us); and
- While using our Product, You agree to comply with all applicable laws, rules and regulations. In all cases, You may only use our Product according to anticipated use of our Product.

For illustrative purposes, and without limiting our rights to take action against You, You may not:

- sell, rent out, lease, license, distribute, market, exploit our Product or any of its parts commercially;
- reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Product (except if our Product enables You through a specific feature to create, generate or submit UGC and for which You may need to additionally comply with a Product's specific Terms of Use), in whole or in part;
- create, use and/or distribute "auto", "trainer", "script" or "macro" computer programs or other "cheat" or "hack" programs or software applications for this Product (whether in an online multiplayer game or in a single player game over the internet or in local area network);
- remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product;
- export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations;
- create, use, share and/or publish by any means in relation to our Product any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

- modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of our Product, or their accessibility to other users, or the functioning of the partner networks of our Product, or attempt to do any of the above;
- transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to our Product, and/or organise, participate in or be involved in any way in an attack on our servers and/or our Product and/or those of its service providers and partners;
- create, supply or use alternative methods of using our Product, for example server emulators;
- spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;
- transmitting or communicating any material or content which, in our sole and exclusive discretion, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- harassing or threatening any other users in our Product;
- make inappropriate use of the help service or the claim buttons or send untruthful reports to members of our personnel;
- falsely claim to be an employee or representative of ours or our partners and/or agents (including our licensors); and/or
- falsely claim an endorsement in connection with our Product or with us or our licensors.

5. ONLINE FEATURES

The Product may include online features, including but not limited to multiplayer gameplay, voice chat, text communication and other online or network-based services ("**Online Features**"). Use of the Online Features requires an internet connection and may require the creation of an account and acceptance of additional terms or policies.

The Product may also include privately hosted servers as part of the Online Features, which we are not responsible for. Server owners MAY NOT charge hard currency (tangible money such as cash, credit, bitcoin, etc. that has monetary value) for soft currency (in game currency that has no monetary value) or in game items.

You acknowledge and agree that:

1. **Availability**: Online Features are provided "as is" and may be modified, limited, suspended, or discontinued at any time, with or without notice, at our sole discretion. We do not guarantee that Online Features will be available at all times or free from interruptions or errors.

2. **User Conduct and Communications**: When using Online Features, including voice chat and other communication tools, You agree to comply with all applicable laws, Section 4 of this EULA and, if applicable, our rules of conduct.

3. **Voice and Text Chat**: The Product may allow You and other to communicate with others via voice and/or text chat. Communications made through these features may be heard or viewed by other users. You acknowledge that You may be exposed to content, usernames or language from other users that you find offensive or objectionable, and You assume all risks associated with such exposure.

4. **User Responsibility**: You are solely responsible for your interactions with other users while using the Online Features. We are not responsible for the conduct of other users and disclaim all liability arising from online interactions to the maximum extent permitted by law.

5. **Termination of Access**: We may suspend or terminate your access to Online Features if You violate this EULA or engage in conduct that we reasonably determine to be harmful to the Product, its community, or other users.

6. CONTENT AND UGC

Our Product may include materials, information, technology, software and other content available through our Product, including trademarks, logos, visual interfaces, images, illustrations, designs, compilations, articles, advertisements, software, computer code, services, text, pictures, photos, audio clips and video clips, and the selection and arrangement thereof (referred to as "Content"). Content also includes any user-generated Content ("UGC"), which means Content contributed by users of our Product. All Content is and will remain our or our licensor's exclusive property and is protected by copyright, trademark, trade secret, intellectual property and other laws.

When You contribute UGC to the Product, You:

1. represent, warrant and agree that You have all necessary rights and authorisations to publish through our Product or share with us such Content and grant the rights that You grant herein;

2. grant to us and our licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works of, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to You or any third party;

3. grant all other users who can access and use Your UGC on our Product the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute Your UGC on or through our Product without further notice, attribution or compensation to You;

4. waive any moral rights and rights of publicity and privacy You may have in such UGC, to the fullest extent permitted by applicable laws; and

5. agree that You are solely responsible for the UGC that You contribute.

To the extent applicable, You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this EULA, or a third party's right of privacy or right of publicity. We may remove, edit or disable UGC at our sole and absolute discretion. We do not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. We may, but are not obliged to, pre-screen UGC before displaying it on our Product. We do not endorse any UGC available on our Product.

7. SYSTEM REQUIREMENTS

Our Game has a minimum system requirements that Your device, system, and/or platform must meet to run it. These requirements are available, for example, on the product pages of our Game on the relevant digital distribution platforms or on the sleeve insert of the box versions of our Game. It is Your responsibility to ensure Your system meets these requirements, especially before You purchase our Game, as it may not work properly or even at all. We are not responsible for ensuring that Your system meets the minimum specifications to play our Game. Due to certain circumstances such as technological advancements, we may have to change the minimum system requirements from time to time. In such a case we'll use reasonable efforts to notify You at least thirty (30) days in advance by sending an email, via push notification or pop-up notification.

8. FRAUD AND CHEAT DETECTION

To provide users with a positive and fair competitive experience on the Product, we may use certain software, tools, and technologies ("Fraud and Cheat Detection") to detect and prevent programs, methods, or other processes that (i) are used for hacking, account stealing, or other unauthorized or fraudulent activity on the Product ("Fraud") or (ii) give you or other users a competitive advantage within the Product ("Cheats"), including bots, hacks, add-ons, malware, scripts, and mods not expressly authorized by us. You will not:

1. use or encourage the use of Cheats;
2. engage in or encourage others to engage in Fraud;
3. reverse engineer, decompile, hack or otherwise maliciously interact with the software used for the Product for the purposes of engaging in or encouraging others to engage in Fraud or Cheats;
4. develop, market, offer, sell, distribute, support or otherwise make available any Cheats; or
5. attempt to tamper with, modify, disable, disrupt, or circumvent any software, tools or technologies used to detect and prevent Fraud or Cheats.

9. VIRTUAL FEATURES

Our Product may include rights that we (or our licensors) license to You to access or use certain features that we may make available on our Product (referred to as "Virtual Features"). Examples of Virtual Features may include access to digital or unlockable Content, additional or enhanced functionality (including multiplayer services), virtual assets, in-game achievements, and virtual points, "soft" virtual currency and "hard" virtual currency.

When You sign up or pay for Virtual Features, we (or our licensors) grant You a personal, limited, non-transferable, revocable and non-exclusive license to access the selected Virtual Features. Virtual Features have no monetary value and no value outside of our Product. You cannot sell, trade or transfer Virtual Features, or exchange them for cash. Any payment You make for access to a Virtual Feature is non-refundable unless otherwise stated.

10. UPDATES, ONLINE SERVER SUPPORT AND INTERRUPTIONS

We may, by automatic update or otherwise, change, modify or update Product, Content or Virtual Features at our sole discretion. For example, we may need to update or reset certain parameters to balance game play and usage of our Product. These updates or resets may cause You setbacks

within the relevant game world and may affect Your gameplay and Virtual Features under Your control. If our Product uses online servers, we make no commitment to continue to make those servers available, and may terminate online features at any time. You agree that our Product may install or download the modifications automatically. You agree that we may stop to support previous versions of our Product upon availability of an updated version.

We reserve the right to interrupt our Product from time to time on a regularly scheduled basis or otherwise with or without prior notice to perform maintenance on our Product. You acknowledge that we may interrupt, suspend or terminate our Product for unforeseen circumstances or causes beyond our control, and we cannot guarantee that You will be able to access our Product whenever You may wish to do so. We are not liable to You for any consequences resulting from changes, modifications, updates or interruptions to our Product, or the discontinuation of our Product.

11. INTERNET CONNECTION

Some features of our Product may require an internet connection, which You must provide at Your expense. You are responsible for all costs and fees charged by Your internet service provider related to the download and use of our Product.

12. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF OUR PRODUCT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR PRODUCT IS SUPPLIED ON AN “AS IS” AND “AS AVAILABLE“ BASIS. WE AND OUR LICENSORS, DISTRIBUTION PARTNERS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. WE DO NOT WARRANT THAT OUR PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING OUR PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM OUR PRODUCT. IF THE PRODUCT IS PURCHASED AS PHYSICAL MEDIA (E.G., BLU-RAY DISC), THE ORIGINAL PURCHASER OF THE PHYSICAL MEDIA MAY BE ENTITLED TO CERTAIN RIGHTS UNDER APPLICABLE LAW WITHIN A CERTAIN TIMEFRAME FOR ANY DEFECTS IN MATERIAL AND WORKMANSHIP, AND WE WILL COMPLY WITH THOSE RIGHTS WHERE APPLICABLE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR LICENSORS, DISTRIBUTION PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF OUR PRODUCT OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH US OR OUR LICENSORS, DISTRIBUTION PARTNERS AND

ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE OUR PRODUCT; AND, IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. IN NO EVENT WILL OUR, OUR AFFILIATES, LICENSORS, DISTRIBUTION PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO US FOR OUR PRODUCT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

NOTHING IN THIS SECTION 12 SHALL AFFECT OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 12, OUR LICENSORS, DISTRIBUTION PARTNERS AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

13. INDEMNITY.

You are solely responsible for any damage caused to us, our licensors, distribution partners and associated service providers and subcontractors, other users of our Product or any other individual or legal entity as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED US AND OUR AFFILIATES, THEIR LICENSORS, DISTRIBUTION PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF OUR PRODUCT. We reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify Us. The provisions of this Section 13 shall remain in force after termination of this EULA.

14. TERMINATION.

The EULA is effective from the earlier of the date You purchase, download or use our Product, until terminated according to its terms. Both You and us (or our licensors) may terminate this EULA, at any time, for any reason. Termination by us (or our licensors) will be effective upon (a) notice to You or (b) at the time of our decision to discontinue offering and/or supporting our Product. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall our Product and destroy all copies of our Product in Your possession.

15. CHANGES TO THIS EULA

We reserve the right, in our sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on our Product or on our website. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 14 and must immediately uninstall our Product and destroy all copies of our Product. Your continued use of our Product following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

16. AGE RESTRICTIONS

We do not target our Product to users under 13 years of age. To use our Product You must be both: (a) of an age which meets the minimum age certification requirement of the Product in the territory You are in (where applicable); and (b) in any event, You must be 13 years of age or older. By using our Product You therefore confirm that You are 13 years of age or older.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION.

Except expressly stated otherwise: (a) this EULA shall be governed and construed in accordance with the laws of England, without regard to its conflict of law provisions; and (b) subject to Section 17 for US residents, exclusive jurisdiction for any claim or action arising out of or relating to this EULA shall be the courts of England, and You expressly consent to the exercise of personal jurisdiction of such courts.

US Residents - Dispute Resolution by Binding Arbitration

BY ACCEPTING THE TERMS OF THE EULA, YOU AND WE EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN ALL APPLICABLE JURISDICTIONS.

This Section offers a streamlined way to resolve disputes between You and us if they arise. Most of Your concerns can be resolved by contacting us at info@secretmode.game or the relevant developer. If we cannot resolve Your concern, You and we agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.

This Section is an agreement between You and us, and applies to our respective agents, employees, affiliates, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus where relevant, the Federal Arbitration Act and its equivalents in other jurisdictions governs the interpretation and enforcement of this Section.

1. **Claims Covered by Arbitration.** All disputes, claims or controversies arising out of or relating to this EULA, our Product and its marketing, or the relationship between You and us ("Disputes") shall be determined exclusively by binding arbitration. This includes claims that accrued before You entered into this EULA. The only Disputes not covered by this Section are claims (a) regarding the infringement, protection or validity of Your, our or our licensors' trade secrets or copyright, trademark or patent rights; or (b) brought in small claims court.
2. **Informal Negotiations.** You and we shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. We will send our Notice of Dispute to Your billing or email address. You will send Your Notice of Dispute to Ground And 2nd Floor Imperial House, Holly Walk, Leamington Spa, England, CV32 4JG.
3. **Binding Arbitration.** If You and we cannot resolve a Dispute informally, subject to the exceptions in subsection 1 and this subsection 3, You or we will have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the Judicial

Arbitration Mediation Services, Inc. ("JAMS") according to the JAMS Streamlined Arbitration Rules and Procedures effective 1 June 2021 (the "JAMS Rules") as modified by this EULA. Your arbitration fees and Your share of arbitrator compensation shall be governed by the JAMS Rules. If such costs are determined by the arbitrator to be excessive, or if You send us a notice to the Notice of Dispute address above indicating that You are unable to pay the fees required to initiate an arbitration, we may pay the relevant arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and we may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

4. **Limitations.** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR OR YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with Your claims, and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subsection is found to be unenforceable, then the entirety of these terms to arbitrate shall be null and void.
5. **Location.** If an in-person hearing is required, the hearing will take place either in London, UK, or where You reside; You choose. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.
6. **Changes to this Arbitration Agreement.** We will not enforce material changes to these terms to arbitrate, unless You agree to the changes.
7. **Severability.** If any clause within this Section (other than the class action waiver clause above) is illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full effect. If the class action waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court.

18. MISCELLANEOUS.

Notice and Copyright Infringement Claims. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances as determined by us, users or account holders who are deemed to be repeat infringers of the copyrights of others. We may also at its sole discretion limit access to our Product and/or update, transfer, suspend, or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

If You believe that Your work has been used in our Product in a way that constitutes copyright infringement, please submit a notice of alleged infringement (DMCA Notice) to us as follows:

Secret Mode Games Limited, Ground And 2nd Floor Imperial House, Holly Walk, Leamington Spa, England, CV32 4JG

Email : info@secretmode.games

Please see DMCA 17 U.S.C. § 512(c)(3) for the requirements of a proper DMCA Notice. Also, please note that if You knowingly misrepresent that any activity or material on our Product is infringing, You may be liable to us for certain costs and damages.

Third Party Content. Our Product may include hyperlinks to third-party websites and services such as social media platforms. We do not control those websites and services and are not responsible for their content or for their collection, use or disclosure of Your personal information.

Export Controls. Our Product is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United Kingdom and foreign agency or authority relating to our Product and Your use of our Product. Our Product may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United Kingdom has embargoed goods. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect our initial intentions.

No Waiver. No failure or delay by us (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by us or by You.

Assignment. We reserve the right to assign this EULA to another party without notice to You, to the extent permitted by applicable law. You may not sublicense, assign, transfer or delegate any of Your rights or obligations under this EULA to any third party without our prior written consent. Any attempted sublicense, assignment, transfer or delegation in violation of this article shall be void.

General Terms. Any use of the words "include", "includes" or "including" in this EULA shall be interpreted to include "but not limited to" after them. This EULA, together with any other of our terms that govern Your use of our Product, constitutes the entire agreement between You and us. As a consumer, You may have rights under applicable local laws that cannot be excluded, limited or changed. Those rights take priority over anything in this EULA.

Third Party Rights. Except as expressly provided for in this EULA, a person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this EULA.

Localisation. This EULA is made in the English language. Translations of this EULA into other languages may be provided for convenience purposes only. In the event of any conflict, inconsistency, or ambiguity between the English language version and any translated version,

the English language version shall prevail and take precedence in all respects, including but not limited to the interpretation, construction, and enforcement of this EULA and the resolution of any dispute arising out of or in connection with it.

19. PLAYSTATION® TERMS

For American users the relevant entity is Sony Interactive Entertainment America (America). Your purchase and use of items are subject to the PlayStation® Network Terms of Service and User Agreement which is available on the PlayStation® Store. This online service has been sublicensed to you by Sony Interactive Entertainment America.

For European users the relevant entity is Sony Interactive Entertainment Europe (Europe) and any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation® Network Terms of Service and User Agreement which is available on the PlayStation® Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the Product.

Furthermore:

- This EULA is between You and Us, not between any Sony Interactive Entertainment company and You.
- We have sole responsibility for the Product.
- You are granted a limited license to use the Product only on a PlayStation® system that You own or control.
- Sony Interactive Entertainment is a third-party beneficiary under this EULA, to the extent you use a PlayStation® and these additional terms apply.
- Sales and exchanges of virtual currency ("VC") through means other than PlayStation® Store is prohibited. For example, it is prohibited to sell VC via the sale of an account.
- The licence granted to you under this EULA in Section 2 applies only to our Product. Sony Interactive Entertainment Inc. and its affiliates retain all rights in the PlayStation® platform and services.
- Your use of our Product's Online Features may require the use of a PlayStation® Network ("PSN") account, which is governed separately by Sony's Terms of Service, available on their website. Your PSN access may be revoked independently, and losing your PSN access may result in losing access to our Product's Online Features.

For any questions concerning this EULA, You may contact us at the following email address: info@secretmode.game.

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.