

TERMS OF USE

Last updated: May 26, 2022

These Terms of Use ("**Terms of Use**" or "**Terms**") constitutes a legal agreement between you (hereinafter sometimes referred to as "**You**" or "**User**") and OWLCAT GAMES LTD (hereinafter "**Owlcat**" or "**We**") regarding Your use of the Owlcat's service (the "**Service**"), which Owlcat makes available through its web-site owlcat.games (the "**Site**"), including any part thereof, such as forums (forum.owlcat.games) and preorder platform (wrath.owlcat.games/preorder), and Owlcat's game software. Please note that use of the Service requires that you have read and understood our Privacy Policy available at <https://owlcat.games/privacy>. Your usage of Owlcat's game software (hereinafter "**Software**" and/or "**Game**") is also subject to terms of End User License Agreement ("**EULA**") and third party console, platform or applications provider, through which Software is being used and/or distributed, terms and policies. The Services shall be used in accordance with this Terms of Use and the terms and agreements outlined on the web pages/websites dedicated to the relevant Services (hereinafter the "**Special conditions**"). If there are no Special conditions governing the use of any Service and/or Game, the provisions of these Terms of Use shall be applicable without any limitations and/or modifications. If there is any inconsistency between provisions in different parts of our policies and terms, for example between provisions of Special conditions and this Terms, provisions of Special conditions shall prevail.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE ABOVE REFERENCED TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE AND THE PRIVACY POLICY, PLEASE DO NOT USE THE SERVICE.

1. ACCOUNT AND REGISTRATION

In order to access certain Services you must create a User Account (an "**Account**"). By registering and creating an Account You confirm that Your age is sufficient for such registration under the applicable laws and/or You have all necessary consents (e.g. parental consents) in full compliance with the applicable laws, including for purposes of data protection laws, otherwise the creation of an Account and using the Service is prohibited. With regard to your registration for an Account, you acknowledge and agree that you will (a) provide true, accurate, current, and complete information as requested by the registration form, and (b) maintain and update this registration information to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account, password and for restricting unauthorized access to your computer, and you hereby accept sole responsibility for all activities that occur under your Account, unless as otherwise specified hereunder. When you choose a forum name or

other nickname for our Services, we ask that you do not use your own or another person's real name, or a name protected by copyright or trademark.

You acknowledge and agree that, to the fullest extent permissible under applicable law, you shall have no ownership or other interest in your Account, and you further acknowledge and agree that all rights in and to the Account are owned by and inure to the benefit of Owlcat.

2. LIMITED LICENSE AND RESTRICTIONS

The Service may be used by you only for your personal, non-commercial use in accordance with these Terms of Use. Unless otherwise explicitly stated herein, nothing contained in these Terms of Use shall be construed as conferring by implication or otherwise any license or right to use any trademark, patent, design right, copyright or other intellectual property rights of Owlcat. You are granted a personal, limited, non-transferable, non-exclusive license to access the Service for Your personal non-commercial purposes. You are explicitly prohibited from any commercial exploitation of the Services and/or the Software, or effecting any actions that could adversely affect or harm in any manner the Services, Game and/or other Users. In no event You are allowed to utilize Services and/or Software for any activities and in any manner that could violate rights of any third party, including Owlcat, its respective partners and other Users, or any applicable laws.

All rights not expressly granted to You under these Terms shall be reserved by Owlcat.

3. CODE OF CONDUCT

Using the Services and/or the Game You agree to observe this Code of conduct.

When placing any materials, data, comments, messages, information, as well as links to them, (hereinafter in this section the "**Content**") in forums, chats, other virtual spaces available in the Service / Games and designed for communication (hereinafter in this section the "**Communication Facilities**"), You agree only to use Communication Facilities to share and transfer Content in connection with Services and/or the Game. You agree not to:

- transfer or publish erotic or pornographic Content;
- transfer or publish any Content that, in the opinion of Owlcat, is offensive to other users and can equally do harm to business reputation or moral harm to third parties;
- transfer or publish illegal, harmful, dangerous, or obscene Content, as well as Content that contains information discriminating against other persons on the basis of gender, race, nationality, religious ideologies, sexual orientation and other grounds;

- transfer or publish the Content directed on advertising or attracting attention to any goods and services;
- impersonate any real person, including without limitation an agent of Owlcat, or otherwise communicate in the Communication Facilities in any way designed to make others believe that your message constitutes a server message or was otherwise posted by a representative of Owlcat;
- engage in "trolling";
- engage in spamming, double posting, cross-posting, and resurrecting old posts or other similar activities;
- transfer or publish the Content that contains personal information or confidential data of any person;
- use "bots" or other automated techniques for collection of information about users;
- hack any Communication Facility or exploit any bugs in same;
- upload Content that contain software or other material protected by intellectual property laws or by rights of privacy and publicity, unless you own or control the rights thereto or have received all necessary consents; or
- disturb, threaten, pursue, confuse or cause stress, impose communication, attention or otherwise cause discomfort to other users.

Additional rules in connection with the Communication Facilities may be posted within such facilities. Owlcat reserves the right to review materials posted to the Communication Facilities and to remove any materials at any time, without notice, and for any reason and in its sole discretion. Statements made by users in the Communication Facilities reflect only the view of their authors and Owlcat specifically disclaims any liability with regard to the Communication Facilities and any actions resulting from your participation in the Communication Facilities. Owlcat is not responsible for information that you choose to communicate to other users via the Communications Services, or for the actions of other users.

If you encounter Content created by another user that you find offensive or violating restrictions outlined above, we encourage You to report this Content by contacting Owlcat.

4. TERMS OF SALE

Your purchase of software products, digital content, content subscriptions, in-game content, physical goods such as merchandise or any other physical or digital product or service (each referred to as "**Purchase**") available through <https://wrath.owlcat.games/preorder> or other sites of Owlcat (hereinafter "**Store**") shall be subject to following provisions:

- **Appropriate Age.** Should you be under age 18 you must have your parent's or guardian's consent in order to make a Purchase, furthermore you should check that Purchase is appropriate for your age.
- **Transactions.** You are responsible for all Purchases made through your Account. Owlcat shall not be liable for any loss that you may incur as a result of unauthorized purchase or uses of your Account, when such loss is due to your failure at maintaining the security and confidentiality of your Account.

- **Pricing.** The price payable shall be indicated on the checkout page before you finalize your Purchase. Unless otherwise explicitly stated on the Store, price indicated on the Store includes any applicable taxes (Sales Tax, GST and VAT). The costs of shipment may vary due to package weight, dimensions and place of delivery. Cost of shipment shall be included in the final price displayed on the Store before checkout. Please note that in some cases you may also be subject to customs charges and that such fees are not included in the price. Owlcat reserves the right to change the price and availability of any Purchase at any time without notice, however such changes shall not affect Purchases made and fully paid up by User prior to such changes.
- **Delivery.** Owlcat will strive to deliver properly made Purchases to you within a reasonable amount of time or timeframes indicated on the Store at the moment of Purchase. However, occasionally, technical problems and/or a manual review of the order, as well as any factors beyond Owlcat's control, may delay or prevent delivery of the ordered Purchase. Your remedy with respect to Purchase that is not delivered within a reasonable or declared by Owlcat amount of time is to either receive a replacement of such Purchase, or a refund of the purchase price paid for such a Purchase. With respect to digital Purchases, our obligation to deliver the Purchase to you shall be complete at such time as, and place where, you first were provided with the ability to download digital content. Furthermore, Owlcat reserves the right to suspend delivery of a Purchase until payment for it is received by Owlcat. With respect to physical goods ordered we ask You to allow up to 4 (four) weeks after You receive confirmation of email of your Purchase delivery. If You do not receive your Purchase within that time, please contact Owlcat.
- **Payment.** You will be provided with ability to pay for Purchase by any payment method identified on the Store. Please consider that corresponding payment method terms and policies shall be applicable and govern your payment. Should you have any questions regarding any payment method, please contact such payment method provider.
- **Refunds.** Owlcat does not offer refunds for Purchases made through the Store unless as otherwise specified herein and subject to any rights you may have under applicable law, such as, 14 (fourteen) days withdrawal without giving reason right available for EU/EEA residents. In case of damaged goods, goods of unsatisfactory quality or goods in an unsellable condition please contact Owlcat for information on refunds. Any such requests will be dealt by Owlcat on its sole discretion. PLEASE NOTE that you will lose your right of withdrawal for purchased digital content as soon as you have expressly consented to the performance of the digital content and have acknowledged that you will therefore lose your right to withdraw from the contract, and/or as soon as and have started to download such digital content on your computer or personal device, whichever occur first.

5. USER CONTENT AND MODS

Some Services or Games may contain ability to create and submit content through the Service or the Software ("**User Generated Content**" or "**UGC**"). You agree that any UGC is and shall not (a) infringe any copyright, trademark, trade secret, patent, or any other proprietary right of any person or entity; (b) contain any viruses, Trojan horses, worms, corrupted files, or any other similar software or program; (c) violate any applicable law or regulation; or (iv) violate or be inconsistent with these Terms, including without limitation Code of Conduct section, or our Privacy Policy. You understand that Owlcat may restrict, or remove, your UGC for any reason. You represent and warrant that UGC does not infringe any third party's intellectual property rights or any other rights. Owlcat specifically disclaims any liability with regard to User Generated Content. Anyone who believes that their original work has been reproduced as UGC through one of our Games or Service in a way that constitutes copyright infringement may notify us by contacting support.

Owlcat highly appreciates and values contribution you may make to our Software and wishes to encourage you to mod. However, due to certain limitations and obligations, which, inter alia, are imposed on us by intellectual property incorporated into our Games owners, we may not unconditionally authorize and allow creation of mods. Should you wish to create mod and or any modifications to our Software, please contact us for obtaining prior approval. We reserve the right to review each request and in our sole discretion accept or reject it if necessary. Please note that approval may only be granted in case You agree (a) not to cause or permit the sale or other commercial distribution or commercial exploitation of any modifications submitted by You and (b) to grant Owlcat a non-exclusive, worldwide, royalty-free, sublicenseable, and transferable license (i) to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit in any manner whatsoever any modifications made by You, or any portion thereof, in the Game as well as via any and all media now known or thereafter developed, and (ii) to advertise, market and promote the same.

6. DISCLAIMER

THE SERVICE IS PROVIDED BY OWLCAT ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, OWLCAT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, OWLCAT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE SITE AND/OR SERVICE, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SITE AND/OR SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR PRODUCTS PROVIDED THROUGH THE SITE AND/OR SERVICE; OR (IV) THAT THE SITE AND/OR SERVICE, SOFTWARE DOWNLOADED FROM THE SITE

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7. LIABILITY

IN NO EVENT SHALL OWLCAT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF OWLCAT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND CONTENTS AVAILABLE FROM THE SITE AND/OR SERVICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PURCHASE YOU MAKE ON THE STORE ARE PROVIDED TO YOU "AS IS," AND YOUR USE IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OWLCAT NOR ITS LICENSORS OR DISTRIBUTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THE PRODUCTS OR SERVICES THAT YOU PURCHASE ON THE STORE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL OWLCAT AGGREGATE LIABILITY UNDER THESE TERMS OF SALE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE PRODUCTS OR SERVICES.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THESE TERMS OF SALE LIMIT OWLCAT'S LIABILITY TO YOU FOR FRAUDULENT MISREPRESENTATIONS, DEATH OR PERSONAL INJURY CAUSED BY OWLCAT'S NEGLIGENCE, OR ANY OTHER LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

8. IDEMNITY

You understand that You are personally responsible for your behavior while using Service, visiting Site or in other way utilizing the Software and agree to indemnify and hold Owlcat and its and their affiliates, business partners, distributors, agents, representatives and other authorized users, and their respective officers, directors, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that the Indemnified Parties may incur in connection with any claim(s) or threatened claim(s) arising out of or related to your use of any Service, Site, Software or your violation of these Terms, applicable law, or the rights of any third party.

9. DATA AND INFORMATION SECURITY

You provide Owlcat data at the creation of the Account as well as any other information placed in the Service and/or Game at Your own risk. Though Owlcat undertakes all efforts for ensuring confidentiality of those data which are not intended for public viewing, it is necessary to consider that no security measures are perfect and they can be bypassed.

You are fully responsible for the safety of Your login and password that are necessary for access to the Account. All actions made by You in Your Account, are considered to be made by You, if You do not notify Owlcat about loss of Your login and password for the Account or other cases of loss of control over the Account and Your Account will not be blocked beforehand.

Owlcat cannot control the actions of other users with whom You want to share Your profile and information. Therefore Owlcat cannot warrant that any content that You post on the Services and/or Game will not be available for viewing by unauthorized persons.

Owlcat shall not be responsible for any detours undertaken on the Site and in the Games of security measures.

You understand and acknowledge that, even after removal of data and content provided/arranged by You, these data or content may remain visible in the cache or web archives, as well as in the results of search engines, and may also be available to other persons, if other users have copied and stored Your data or content.

You hereby acknowledge that all comments, messages, information, personal data, address, content, placed by You in the Services and/or the Game are likely to be available

for viewing, copying by third parties. You are responsible for the texts, files, images, photos, videos, sounds, works of music, copyrighted works and other material and information etc. placed and published by You on the net (hereinafter referred to as "**published information**"), that You make available through Communication Facilities or exchange with other users in any other ways. We neither appropriate these contents nor do we agree to them. We have no control over the information placed in the Service and Game by users. We do not check these contents before they are published. Insofar as we have knowledge of illegal contents, or receive such knowledge, we will delete it immediately. We do not accept any liability for these contents, nor, in particular, do we accept liability for correctness, completeness or integrity.

10. MISCELLANEOUS

a. Assignment. Owlcat reserves the right to assign its rights and obligations arising out of these Terms to any third party at its discretion, by notifying You by posting the new edition of these Terms. Your rights and obligations arising out of these Terms shall be considered transferred to the assignee of Owlcat at the moment of the respective notification. Your rights and responsibilities are personal and non-transferable.

b. Updates. Owlcat has the right at any time at its discretion without further notice to You to change the functionality and the content of the Site, Service and/or the Software. You acknowledge and agree that Owlcat may update the Service and the Games on your computer, with or without notification.

c. Claims. Any claim you bring against us relating to your exploitation of the Service and/or purchase must be submitted to us within reasonable time after you became aware of, or should have become aware of, the circumstances giving rise to a claim, and under no circumstances later than the minimum claim time permitted under applicable law.

d. Intellectual Property. You hereby acknowledge that all rights to intellectual property to the Service, Site and/or Game belong to Owlcat and its licensors.

e. Termination. If you fail to comply with any of the terms in the Terms of Use or the EULA, Owlcat will provide you with a warning for your non-compliance. In case of a serious violation of the Terms of Use or the EULA, or in case of repeated cases of non-compliance, Owlcat reserves the right to immediately terminate the Service to you. You may terminate the Service at any time by ceasing all use of the Service. Any money you have paid for Purchases are not subject to return in case of termination of a Game, Service or Site, or any termination due to your non-compliance with these Terms of Use or the EULA.

f. Electronic Communication. When you visit the Site, use the Service, effect Purchases or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically in order to answer your inquiries or comments, to provide you with an invoice or game key, or with general information regarding the Service, any Game or Purchase. We will communicate with you by e-mail or by posting notices on the Site or on the Communication Facilities. You agree that all

agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

g. Governing Law and Jurisdiction. These Terms shall be governed and construed by the law of England and Wales. All disputes arising in connection with these Terms are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach agreement during the pre-trial settlement of the dispute – in the court having jurisdiction at the location of Owlcat.

h. Modification. These Terms can be modified by Owlcat without any prior notice. Any changes to these Terms, implemented by Owlcat unilaterally, shall enter into force on the day following the date of publication of such changes on the website at owlcat.games/tou. You agree to independently verify these Terms for changes. Failure by You to familiarize yourself with these Terms and/or the modified version of the Terms is not a reason for non-performance by You of Your obligations and failure by You to comply with the restrictions imposed by these Terms.

i. Severability. The invalidity of one or more provisions of these Terms, recognized in the established order, which came into force by a court decision, does not entail for the parties the invalidity of the Terms as a whole. In the event that one or more provisions of the Terms in due course become invalid, the Parties agree to fulfill the obligations of these Terms as closely as possible to those implied by the parties at the conclusion and/or agreeing of changes in the Terms.

j. Contacts. On matters related to the execution of the Terms of Use, please contact us via e-mail: team@owlcatgames.com

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