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  - (d) make copies of the Game or any part thereof, except that you may make one (1) copy of the Game for backup or archival purposes, or make copies of the materials accompanying the Game for non-commercial backup and reference only;
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  - (g) remove, disable or circumvent any security protections or any technical measures that control access to the Game;
  - (h) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Game;
  - (i) export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations; or
  - (j) create data or executable programs that mimic data or functionality in the Game.

Furthermore, you agree that you shall abide by the safety information, maintenance instructions

or other relevant notices contained in the manual that is included with the Game.

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- c. Use the Game, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

**CHEATING AND HACKING** – You agree that you will not, under any circumstances:

- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- e. Use the Game in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- f. Without Pixile' express written consent, modify or cause to be modified any files that are a part of the Game;
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- h. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of Game attacks upon the Game, or other attempts to disrupt the Game or any other person's use or enjoyment of the Game; or
- i. Attempt to gain unauthorized access to the Game, Accounts registered to others or to the computers, Servers, or networks connected to the Game by any means other than the user interface provided by Pixile, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Game;

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- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- l. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Pixile employees, including Pixile' customer Game representatives; or

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**COMMERCIAL ACTIVITY** – You agree that you will not, under any circumstances:

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o. Use the Game or any part thereof for performing in-game Games, such as power-leveling and item collection Games, in exchange for payment outside the Game; or

p. Transmit unauthorized communications through the Game, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

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q. Interfere or attempt to interfere with the proper functioning of the Game or connect to or use the Game in any way not expressly permitted by these Terms of Game;

r. Use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the Game or that is in transit from or to the Game, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Game to store information about Pixile game characters, elements, or environment. Pixile may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

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t. Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

u. Bypass any robot exclusion headers or other measures We employ to restrict access to the Game or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Game, or harvest or manipulate data;

v. Use, facilitate, create, or maintain any unauthorized connection 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, tools, or software not expressly approved by Pixile;

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y. Solicit or attempt to solicit personal information from other users of the Game;

z. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Game; or

aa. upload or transmit or attempt to upload or transmit, without Pixile's express permission, any material that acts as a passive or active information collection or transmission mechanism,

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**7. Accounts.** In order to play the Game you may need to register an account within the Game (“**Account**”). When creating or updating an Account on the Game, you may be required to provide Pixile with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Pixile’s Privacy Policy. You agree that you will supply accurate and complete information to Pixile, and that you will update that information promptly after it changes..

During the Account creation process, you may be required to select a password (“**Login Information**”). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Pixile and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.

Pixile reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party’s rights.

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If you terminate your account with Pixile or uninstall the Game then you acknowledge that all Game Currency and Content will be irretrievably deleted.

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Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Game.

- 13. Indemnity.** You agree to indemnify, pay the defense costs of, and hold Pixile, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of these Terms or negligence by you, or (b) any act or omission by you in using the Game (including any Game Currency or Content). You agree to reimburse Pixile on demand for any defense costs incurred by Pixile and any payments made or loss suffered by Pixile, whether in a court judgment or settlement, based on any matter covered by this Section 12.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

- 14. Termination.** Without limiting any other rights of Pixile, these Terms will terminate automatically without notice if you fail to comply with any of its terms and conditions. You may also terminate these Terms by deleting all copies of the Game on your devices. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Game in your possession.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not these Terms has been terminated.

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**15. Governing Law and Jurisdiction.** You agree that these Terms will be deemed to have been made and executed in the Province of British Columbia, Canada, and any dispute will be resolved in accordance with the laws of Canada and British Columbia, excluding that body of law related to choice of laws. Any action or proceeding brought to enforce the terms of these Terms or to adjudicate any dispute must be brought in the courts in Vancouver, British Columbia, Canada. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to these Terms.

**16. Class Action Waiver.** You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Game (including any Game Currency or Content) or Games or these Terms. You also agree not to seek to combine any action or arbitration related to the Game or Games or these Terms with any other action or arbitration without the consent of all parties to these Terms and all other actions or arbitrations.

**17. U.S. Government Matters .** The Game is a “Commercial Item” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Game” and “Commercial Computer Game Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Game is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees under these Terms.

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**19. Miscellaneous.** These Terms and any document or information referred to in these Terms constitute the entire agreement between you and Pixile relating to the subject matter covered by these Terms. All other communications, proposals, and representations with respect to the subject matter covered by these Terms are excluded.

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