Zen Studios Terms and Conditions for Digital Product Purchase

Zen Studios LTD.

Terms and Conditions for Digital Product Purchase

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Important: Please read these Terms and Conditions carefully.

Section 24 of these Terms and Conditions contains a binding arbitration clause and class action waiver. If you live in the United States, this Section affects your rights about how to resolve disputes that you may have with us.

Capitalized terms are explained in the **Glossary** at the end of these Terms.

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1. SCOPE.

1.1 General. These Terms apply to your purchase and use of any Zen Studios Digital Products, which means collectively the Digital Software and the Digital Items. These Terms also govern your use of the Services provided by Zen Studios and the current Zen Studios Websites.

1.2 Third-Party Exclusive Titles. Certain Digital Software titles developed by Zen Studios are made available exclusively through and are subject solely to that Third-Party Operator's end-user terms and conditions. Such titles remain Digital Products created by Zen Studios; however, your right to download, install, access, or play those titles - and to use any downloadable content delivered solely via the Third-Party Operator - is governed by specific Third-Party Operator's applicable end-user terms and conditions and not by these Terms. These Terms continue to apply to (i) any Digital Items obtained directly from Zen Studios and later redeemed or used within a Third-Party-exclusive title, and (ii) any Zen Studios-operated Account, Support Service, or community services accessed outside the Third-Party Operator's environment.

2. ACCEPTANCE OF TERMS. By continuing to use the Digital Products and Services, you agree as follows:

a. You understand and intend that these Terms form a legally binding agreement and the equivalent of a signed, written contract;

b. You will use the Digital Products and Services in accordance with applicable laws and regulations and in accordance with these Terms as they may be amended by Zen Studios from time to time; and

c. You understand, accept, and have received these Terms and conditions, and acknowledge and demonstrate that you can access these Terms.

3. DIGITAL PRODUCT PURCHASE. When you purchase Digital Software from Zen Studios, you acquire a permanent, non-revocable copy of the Digital Software for your personal use. This purchase gives you the right to use your copy of the Digital Software indefinitely. Your perpetual license to use purchased Digital Software cannot be terminated except for Serious Breach of these Terms. Minor violations or changes in these Terms will not affect your existing perpetual rights.

Note that Digital Items such as virtual currency and in-game customizations have different terms of use as detailed in Section 8 and do not carry the same permanent rights as Digital Software purchases.

Zen Studios retains all intellectual property rights in the underlying content. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Digital Products, any updates, or

any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the governing terms of any open-sourced components included with the Digital Products).

The Digital Products may include measures to protect against unauthorized copying. You may not interfere with such protective measures or attempt to circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Digital Products may not function properly.

ANY COMMERCIAL USE IS PROHIBITED. Commercial use shall mean among others to use and/or utilize any of the Digital Products including the related materials for the purpose of marketing, promoting, selling or any other way commercially exploiting any product or service provided by you or any third person. According to the restrictions defined above, it is not the subject of these Terms to make the Digital Products available for commercial use, furthermore it is Zen Studios' exclusive right to grant any commercial license at its sole discretion to any third person (including but not limited to granting site license to any third person). To inquire about obtaining permission for commercial use of any of the Digital Products including the related materials, please send a request to the following e-mail address: info@zenstudios.com.

You agree to pay all purchase prices and applicable taxes associated with your acquisition of Digital Products and Services. You are responsible for any unauthorized purchases made from your account or device.

4. MESSAGES FROM ZEN STUDIOS. You understand that you may receive business-related communications from Zen Studios through the Digital Products and Services or through email, such as product and other announcements, and administrative notices. You agree that these communications are not “unsolicited commercial email advertisements” and you agree to receive them. Marketing-related email messages will be accompanied by instructions for opting out.

5. PLATFORMS. Even though you may have purchased Digital Products through a Platform, none of the Platforms or their owners are a party to these Terms and they have no obligations to you in connection with the Digital Products and Services.

In the case of the Digital Products operate within the technical and commercial framework supplied by the distributing Platform, where Platform-specific requirements, policies, or technical limitations conflict with these Terms:

a. **Platform-Mandated Terms Prevail.** Mandatory platform requirements, including but not limited to payment processing, refund policies, content restrictions, and technical specifications, shall override conflicting provisions in these Terms.

b. **Framework Compliance.** Your use of Digital Products is subject to both these Terms and the operating framework, policies, and technical requirements of the relevant Platform.

6. YOUR ACCOUNT.

a. **Account Creation.** You may need to register for an Account to use certain Services that may affect some parts of the Digital Products. You may only create an Account if you are not a minor in your jurisdiction. If you are still a minor in your jurisdiction, your parent or legal guardian must establish an Account with us in order for you to access and use the Digital Products and Services.

You may create an Account by signing up through a registration form on the website or, in some cases, connecting your account from a Platform to the Digital Products and Services. You are solely responsible for the activity that occurs on your Account. You agree to keep your Account and devices secure and to notify Zen Studios immediately of any breach of security or unauthorized use of your Account.

b. **Accurate Information.** When creating your Account, you promise to provide a valid email address and accurate information related to your Account. You promise to keep this information updated so that it is accurate at all times.

c. **Suspension of Accounts.** Zen Studios may, at our sole discretion, suspend or terminate your Account or your access to Services should your conduct, in our sole determination, fail to conform with these Terms or for any other reason. This suspension or termination of your Account will not affect your ability to access and use the core Digital Software applications you have permanently purchased. Zen Studios may, at our sole discretion, suspend or terminate your Account or access to Services for violation of these Terms, illegal conduct, fraud, abuse of services, security breaches, or any other reason.

d. **Your Username.** Zen Studios may force you to change any of your screen names if (i) it is the name of another person, with the intent to impersonate that person, (ii) it incorporates the rights of a third-party without appropriate authorization, or (iii) Zen Studios deems it unacceptable by community standards.

e. **Account Privacy.** You agree that there is no expectation of privacy in connection with your interactions with other users in and through the Digital Products and Services. All messages, chats, forum posts, and communications may be accessed, monitored, recorded, and reviewed by Zen Studios without notice. Such communications may be used for support, security, moderation, or legal compliance purposes. You further agree that the contents of any messages or other communication sent from your Account, whether in or through chats, forums, direct user-to-user communication, or by other means, may be accessed, reproduced, or distributed by Zen Studios as it sees fit. Zen Studios will fully cooperate with law

enforcement and other governmental entities in policing the content of the Digital Products and Services.

f. **No Account Purchases and Transfers.** You may not buy, sell, give, or trade any Account, nor attempt to buy, sell, give, or trade any Account. Zen Studios owns, has licensed, or otherwise has rights to all the content that appears in the Digital Products and Services, including Accounts.

g. **Social Media.** If you are a registered user of social media sites you may be able to connect your social media account and your Account (if your applicable Account has this functionality enabled). If you do this, you may use your social media data to enable you to find your social media "friends", and your "friends" can use their social media data to find you, on your Account.

7. USER-SUBMITTED MATERIAL, UGC & CONDUCT POLICY.

7.1 User-Submitted Material. Zen Studios does not own your User-Submitted Material. By posting User-Submitted Material, you represent (i) that you are the owner of the User-Submitted Material or have all of the necessary rights to share them, and (ii) give Zen Studios permission to use, re-use, copy, adapt, abridge, amend, distribute, modify, translate, publish, perform, display, develop, reproduce, communicate to the public and to make your User-Submitted Material otherwise available in any form and by any media (whether now known or hereafter devised), whether on a commercial or non-commercial basis anywhere in the world in perpetuity.

7.2 User Generated Content. The Digital Products may allow you to create and share User Generated Content that you create.

To the fullest extent permitted by applicable law, in exchange for using the Digital Products, by submitting any UGC (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) you automatically grant (or represent and warrant that the owner of such rights has expressly granted) Zen Studios a perpetual, worldwide, royalty-free, irrevocable, exclusive right and license to use, reproduce, copy, modify, adapt, display, perform, broadcast, transmit, publish, translate, sub-license, create derivative works from and distribute such UGC or incorporate such UGC into any form, medium, or technology now known or later developed throughout the universe, and agree that Zen Studios shall be entitled to unrestricted use of the UGC for any purpose whatsoever, commercial or otherwise, without notice or attribution, compensation of any kind for the whole duration of protection granted to intellectual and industrial property rights by applicable laws and international conventions.

To the fullest extent permitted by law, you hereby irrevocably waive any moral rights of paternity, publication, reputation, integrity, or attribution with respect to Zen

Studios' and other players' use and enjoyment of such UGC in connection with the Digital Products and Services. This waiver includes but is not limited to the right to be identified as the author and the right to object to derogatory treatment of the work. The waiver of any applicable moral rights survives any termination of these Terms.

You represent and warrant that any UGC you provide (i) does not and will not violate any third party intellectual property rights and/or any other person's rights, including, without limitation, any so-called “moral rights”; and (ii) its use as contemplated herein does not and will not require the payment of any royalty or any consideration to a third-party. You may not upload or post any UGC that infringes the copyright, trademark or other intellectual property rights of a third-party nor may you upload any UGC that violates any third-party's right of privacy or right of publicity or may require the payment of a royalty or other consideration to a third-party.

Each user is responsible and liable for any UGC he or she makes reachable through the Digital Products and Services, including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music or other information or material. You may only upload your own UGC to the Digital Products and Services; do not upload anyone else's UGC.

Zen Studios has no obligation to monitor, approve, verify, or prescreen any UGC that you and other users may contribute to or through the Digital Products and Services.

Zen Studios reserves the right (but has no obligation) to remove, block, edit, move or disable UGC for any reason in Zen Studios' sole discretion. To the maximum extent permitted by applicable law, Zen Studios does not assume any responsibility or liability for your UGC or that of other users, or for any failure to monitor, edit or remove UGC.

You agree that you shall not hold Zen Studios liable for any loss or damage arising from the contents of any UGC (yours or another user's) including without limitation in respect of any defamation, harassment, or false endorsement claims. Listed in the Code of Conduct (https://zenstudios.com/code-of-conduct/) are some, though not all, violations that may result in Zen Studios terminating or suspending your access to the Digital Products and Services and/or restricting your ability to access and/or post UGC.

You agree not to do any of the listed actions while using the Digital Products and Services. Zen Studios does not endorse, or guarantee the accuracy, efficacy or veracity of, any UGC generated by users.

Zen Studios reserves the right to monitor, review, edit, remove, block, move, or disable any UGC at any time and for any reason in its sole discretion, including but not limited to compliance with these Terms, legal requirements, or community standards. Zen Studios may also use automated systems to detect and remove

inappropriate UGC. Users have no right to receive notice prior to UGC removal or account restrictions based on UGC violations.

7.3 Conduct Policy. You are responsible for your conduct as a user of the Digital Products and Services. You agree that you will not engage in conduct (including the sharing of User-Submitted Material) which:

- is threatening, bullying, defamatory, abusive, obscene, lewd, sexually provocative or suggestive, pornographic, or which in any manner could give rise to any civil or criminal liability under applicable law;
- is or could be taken as slurs, hate speech, or attacks on individuals or groups on the basis of race, colour, gender, age, religion, national origin, disability, sexual preferences, or gender identity;
- constitutes spam (sending the same message multiple times or to multiple people, or sharing or sending the same content multiple times, will be treated as spam);
- is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
- encourages or constitutes behaviour that does not support a safe and comfortable environment for all users, which conduct may include but not be limited to bullying, vigilantism, engaging in any conduct or activity that is threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, suggestive, or explicit, inflammatory, profane, racially or ethnically objectionable or discriminatory, or in any manner encourages inappropriate, disrespectful, abusive, or unlawful conduct or otherwise makes the Digital Products and Services an uncomfortable experience for anyone;
- restricts, inhibits, or discourages any other user from using the Digital Products and Services;
- hacks, modifies or otherwise makes use of automation software (bots) or any other unauthorized third party software designed to modify the Digital Products and Services experience;
- violates any local, state, federal or international laws or gives rise to civil liability;

- violates or infringes any rights of third parties (including but not limited to copyright, trademark, rights of privacy or publicity, defamation or any other proprietary right);
- imposes an unreasonable or disproportionately large load on the Digital Products and Services or otherwise interferes with the Digital Products and Services;
- is a “chain letter,” or constitutes “junk mail”;
- specifies or claims that you are affiliated with Zen Studios when you are not, including without limitation an “administrator,” “moderator,” or any other employee or agent of Zen Studios;
- requests login information from other users;
- “spoofs” (use of any means to disguise your online identity or alter original attribute information, including, but not limited to duplicate accounts);
- uses or possesses programs to “crack” the Digital Products and Services or other Internet security tools;
- contains, or uploads files that contain, viruses, Trojan horses, worms, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Digital Products and Services;
- uses, develops, or distributes cheats, hacks, mods, or other software designed to modify or interfere with the Digital Products in unauthorized ways;
- engages in real money trading of virtual items or account services outside Zen Studios or Platform authorized channels;
- creates or shares any content that infringes intellectual property rights of Zen Studios or third parties;
- attempts to reverse engineer, decompile, or extract source code from Digital Products;
- uses AI or automated tools to violate these Terms, including but not limited to automated harassment, spam generation, or circumventing security measures;
- creates or shares AI-generated content that is misleading, deceptive, or violates intellectual property rights;

- uses, extracts, scrapes, or collects any Digital Products, content, graphics, code, design elements, audio, video, or other materials made available through our Services for the purpose of training, developing, or improving any artificial intelligence system, machine learning model, large language model, or similar technology without Zen Studios' express prior written authorization; or

- anything else that Zen Studios, in its sole determination, deems offensive or harmful to the Digital Products and Services or to Zen Studios' integrity or business.

In addition to these rules, you must comply with the community guidelines and terms of service of any Platform through which you access the Digital Products and Services.

8. DIGITAL ITEMS.

8.1 General Governance. Digital Items may be offered for purchase or otherwise earned through the Digital Software applications. Your purchase with real currency will be an offer to Zen Studios to acquire Digital Items at the prices and on the terms set forth on the purchase platform.

When you purchase Digital Items, you acquire a personal use license to your specific copy of those Digital Items, while Zen Studios retains all intellectual property rights, including copyrights, trademarks, and design rights, to the underlying content, artwork, code, and creative assets. Your license grants you the right to use your copy of the Digital Items within the Digital Software for personal, non-commercial purposes only. This license is non-transferable and does not convey any ownership of intellectual property rights.

You are expressly prohibited from selling, exchanging, transferring, trading, or otherwise disposing of your Digital Items for real money, virtual currency from other services, or anything of value outside of the authorized Digital Products and Services without Zen Studios' express prior written consent. This prohibition includes but is not limited to:

- Real-money transactions on third-party marketplaces;

- Account sales that include Digital Items;

- Gifting or transferring items for consideration; and

- Creating derivative works based on Digital Items for commercial purposes.

Any unauthorized transfer attempts may result in immediate termination of your access to the Digital Items and related Digital Products and Services, forfeiture of the items involved, and potential legal action.

All sales of Digital Items are final when the transaction has been processed, except where prohibited by mandatory consumer protection laws or where refund terms are explicitly specified at the time of purchase or by the Platform.

Zen Studios may update the Digital Items at any time to fix bugs, improve functionality or for other technical reasons. In-app purchased Digital Items are not transferable between devices or Digital Software applications, unless otherwise expressly specified at Zen Studios' sole discretion.

By paying for Digital Items you (i) represent that you are authorized to use the payment method you have selected and that any payment information you provide is true and accurate; (ii) authorize Zen Studios, or the third-party charging you for the Digital Items, as applicable, to take payment from you using the payment method you have selected.

Subject to mandatory legislation, you acknowledge that Zen Studios is not required to provide a refund for Digital Items for any reason, and that you will not receive money or other compensation for unused Digital Items, whether your access under these Terms was terminated for violation or for any other reason.

You agree to pay all purchase prices and applicable taxes associated with your acquisition of Digital Items. You are responsible for any unauthorized purchases made from your account or device.

8.2 Virtual Currency Governance. Virtual currency offered within Digital Software constitutes a revocable license to access digital content and services, not a purchase of property or currency in any traditional sense. Virtual currency has no monetary value and does not constitute real money or its equivalent. You acknowledge and agree that:

a. **License Nature and No Property Rights.** Virtual currency represents a limited, revocable license to access certain digital content and features within specific Digital Software. You do not acquire any property rights, ownership interest, or negotiable instrument through virtual currency purchases. Virtual currency cannot be redeemed for cash, transferred between users, or exchanged for real-world currency except as may be required by mandatory consumer protection laws.

b. **Service Discontinuation and End-of-Support.** If Zen Studios decides to discontinue virtual currency systems in any Digital Software, or when Support Services concerning specific Digital Software are terminated (leaving only the downloaded copy functional with limited features), the following procedures apply:

- Zen Studios will provide a minimum of 90 days' advance notice to users when reasonably possible;

- During this 90-day period, End Users may continue to spend existing virtual currency balances;
- New virtual currency purchases will be suspended immediately upon notice;
- Zen Studios may, at its sole discretion, offer migration options to transfer remaining balances to other supported Digital Software; and
- When servers are shut down, virtual currency balances and user inventory stored server-side will become permanently inaccessible.

c. **Balance Expiry and Refunds.** Upon expiration of the 90-day sunset period or termination of online services, unused virtual currency balances will expire without refund except, where prohibited by mandatory consumer protection laws. End Users are encouraged to utilize virtual currency balances before the announced expiration date or server shutdown.

d. **Technical Limitations.** Virtual currency balances may be subject to technical limitations, require active internet connections, and may become inaccessible if related online services are discontinued. Virtual currency and associated user inventory are typically stored on Zen Studios' or Platform servers and may not be accessible in offline mode. Zen Studios makes no guarantee of permanent availability of virtual currency systems or server-side inventory.

9. SUPPORT SERVICES AND ONLINE FEATURES.

9.1 Support Services. Zen Studios is not required to provide Support Services and the term of such Support Services is to be decided by Zen Studios at its sole discretion, unless otherwise required by applicable law. Zen Studios makes no guarantee of uninterrupted operation. No failure to provide, or to continue to provide, Support Services will be a default of Zen Studios under these Terms. Any supplemental software code provided to you as part of the Support Services will be treated as part of the Digital Products, and as between you and Zen Studios will be and remain the sole property of Zen Studios and will be subject to the terms and conditions of these Terms. Zen Studios may issue safety recalls or critical security patches as required under Regulation (EU) 2023/988.

9.2 Online Features. The Digital Products may require an internet connection to access certain online features, authenticate the software, or perform other functions. In order for certain features of the Digital Products to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with Zen Studios, any online service provider, platform operator, or social media as set forth in the documentation related to the Digital Products or required during installation or use of the Digital Products. If you do not maintain such

accounts, then certain online features of the Digital Products may not operate or may cease to function properly, either in whole or in part. By using the Digital Products, you acknowledge and agree that third-party data transfer fees may apply depending on your data plan. Please consult your carrier for further information. You are solely responsible for any costs you incur to access the Digital Products from your device.

9.3 End-of-Support and Service Limitations. When Zen Studios discontinues Support Services for any Digital Software, the following limitations apply:

a. **Offline Functionality.** Digital Software applications will continue to operate offline with reduced functionality. Which means, the base game will operate, however, some special features requiring online connectivity, including but not limited to multiplayer modes, leaderboards, online features, automatic updates, and cloud saves, will no longer be available.

b. **Server-Side Content Loss.** All server-side stored content, including virtual currency balances, user inventory, purchased Digital Items, achievements, progression data, and user-generated content stored on Zen Studios' servers, will become permanently inaccessible. Only content stored locally on your device may remain accessible in offline mode.

c. **Platform and Operating System Dependencies.** End-of-support may also result from Platform decisions or operating system changes beyond Zen Studios' control. Zen Studios cannot guarantee continued compatibility with Platforms or operating systems that discontinue support for the Digital Products. Following end-of-support, subsequent operating system updates, platform changes, or hardware evolution may cause your licensed copy of Digital Software to become permanently inaccessible or non-functional, even though you retain your permanent license rights. Such technical incompatibility does not constitute a breach of these Terms.

d. **No Obligation for Alternative Access.** Zen Studios has no obligation to provide alternative methods to access server-side content or maintain compatibility with discontinued Platforms or operating systems, though migration options may be offered at Zen Studios' sole discretion, as outlined in Section 8.

e. **Advance Notice When Possible.** Zen Studios will provide reasonable advance notice of service discontinuation when circumstances permit in line with Section 8.2.b. above, but immediate discontinuation may occur due to Platform requirements, technical failures, or other circumstances beyond Zen Studios' control.

9.4 Contact. Zen Studios customer support may be reached by contacting us at info@zenstudios.com. None of the Platforms or their owners have any obligation whatsoever, under any circumstances, to provide Support Services with respect to the Digital Products. You agree that you will look solely to Zen Studios in connection with Support Services.

10. TERM AND USE RIGHTS. Your right to use your purchased Digital Products begins upon your purchase or download and is perpetual. This right can only be terminated if you violate these Terms through illegal conduct or Serious Breach of these Terms (such as unauthorized distribution, commercial exploitation, or circumvention of technical protection measures), and not for minor violations. Once you have purchased a Digital Product, subsequent amendments to these Terms will not reduce or restrict your perpetual right to use that Digital Product, regardless of any future changes to these Terms. This protection specifically includes all Digital Products purchased since January 1, 2023, which carry guaranteed perpetual use rights unless expressly sold as subscription-based Pass services.

Zen Studios may modify, suspend, or discontinue Services or features related to the Digital Products with reasonable notice when possible. Such modifications to Services will not affect your ability to access and use the core purchased Digital Product.

If your access rights are terminated due to your violation of these Terms: (i) no refunds will be made; and (ii) you must promptly destroy or delete all copies of the Digital Products in your possession.

Zen Studios shall be authorized to determine the availability of Services, including which video game software applications participate in Zen Studios' Services.

11. UPDATES AND PATCHES. Zen Studios may provide updates, patches, and fixes to the Digital Products to address bugs, add functionality, or make other improvements. These updates are provided as a service and do not affect your ownership of your purchased copy of the Digital Product. While updates may modify certain aspects of the Digital Product, they will not materially diminish the overall value or functionality of your purchased Digital Product.

12. MONITORING. Zen Studios reserves the right to monitor use of the Digital Products and Services to determine compliance with these Terms, as well as the right to edit, refuse to post, or remove any User-Submitted Material, information, or materials, in whole or in part, at our sole discretion. We reserve the right to refuse access to the Digital Products and Services to anyone, for any reason, at any time.

Zen Studios may monitor your User-Submitted Material and other communications to evaluate the quality of service you receive, your compliance with the Terms, the security of the Digital Products and Services, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Zen Studios or its affiliates or agents monitor your User-Submitted Material and other communications and enforces or fails to enforce the terms of the Agreement. In no event will Zen Studios or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by Zen Studios or its affiliates or agents.

13. SECURITY OF DATA TRANSMISSION & STORAGE. Electronic communications using the Digital Products and Services may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Zen Studios or between you and other parties. Additionally, your communications and User-Submitted Material on the Digital Products and Services may be publicly available to others.

Zen Studios and its affiliates and agents are permitted, but not obligated, to review or retain your User-Submitted Material and other communications.

14. HYPERLINKS. The Digital Products and Services may contain links to Linked Services. Zen Studios does not control the Linked Services, and Zen Studios and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those Linked Services.

The fact that Zen Studios has provided a link to an external location is not an endorsement, authorization, sponsorship, or affiliation with respect to such Linked Services, its owners, or its providers.

There are risks in using any information, software, or products found on the Internet, and Zen Studios cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet.

You agree that under no circumstances will you hold Zen Studios or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on Linked Services.

You understand that by using any of the Linked Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material.

Nevertheless, you agree to use the Linked Services at your sole risk and that neither Zen Studios nor its licensors, affiliates, and channel partners shall have any liability to you for content that may be found to be offensive, indecent, or objectionable. In addition, Zen Studios makes no representation that such Linked Services are appropriate or available for use in any particular location.

To the extent you choose to use or access such Linked Services, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Zen Studios reserves the right to change, suspend, remove, or disable access to any Linked Services at any time without notice. In no event will Zen Studios be liable for the removal of or disabling of access

to any such Linked Services. Zen Studios may also impose limits on the use of or access to certain Linked Services, in any case and without notice or liability.

15. TRADEMARKS AND COPYRIGHTS. The Digital Products are owned by Zen Studios and are protected by United States and international copyright and other intellectual property laws and treaty provisions. All Digital Products content, trademarks, services marks, trade names, logos, and icons are proprietary to Zen Studios or under license to Zen Studios. Nothing contained in the Digital Products should be seen as granting any license or right to use any trademark displayed in the Digital Products without the written permission of Zen Studios or such third-party that may own the trademarks displayed in the Digital Products. Your use of the trademarks displayed in the Digital Products, or any other content in the Digital Products, except as provided in these Terms, is strictly prohibited.

Intellectual property displayed through the Digital Products and Services is either the property of, or used with permission by, Zen Studios. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under these Terms. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

16. DISCLAIMER OF WARRANTIES. YOUR USE OF THE DIGITAL PRODUCTS AND SERVICES IS ENTIRELY AT YOUR OWN RISK. The Digital Products and Services are provided by Zen Studios on an “AS IS” basis. Zen Studios expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Zen Studios makes no warranty that (i) the Digital Products and Services will meet your requirements, (ii) that operation of the Digital Products and Services will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Digital Products and Services will be accurate or reliable.

No advice or information, whether oral or written, obtained by you from Zen Studios, or through the Digital Products and Services creates any warranty regarding the Digital Products and Services not expressly stated in these Terms.

To the maximum extent permitted by applicable law, no Platform is a party to these Terms or your purchase of the Digital Products. None of the Platforms make any warranties, or assume any warranty or other obligations with respect to: (i) the Digital Products, or (ii) any claims, losses, liabilities, damages, costs, or expenses attributable to the Digital Products, including any warranties arising from claims of infringement of intellectual property or personal rights, products liability, or failure of the Digital Products to perform, execute, or conform to any standard.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you. In case the competent jurisdiction does not allow the exclusion of or limitations on implied warranties, to the fullest extent allowed by applicable law, the limited warranty is only made to you, the first purchaser of the Digital Products, and there are no third party beneficiaries of the limited warranty, it is not intended for and does not apply to anyone else.

17. LIMITATION OF LIABILITY. You expressly understand and agree that neither Zen Studios nor any Platform is liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if Zen Studios or the Platform has been advised of the possibility of such damages), resulting from the use or the inability to use the Digital Products and Services or any other matter relating to the Digital Products and Services.

You hereby expressly and irrevocably waive, and agree never to assert any claims against any Platform that you may have under any theory of law or equity anywhere in the world, in connection with rights granted under these Terms, your possession or use of the Digital Products and Services, or the content of the Digital Products and Services. Any claims arising out of the Digital Products and Services are subject to the limitations set forth in these Terms and may be brought only against Zen Studios, as described in Sections 23 and 24 below.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Zen Studios and its affiliates will be limited to the fullest extent permitted by law.

18. INDEMNIFICATION. You agree to indemnify and hold Zen Studios and its affiliates, officers, agents, and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of these Terms, state or federal laws or regulations, or any other person's rights, including infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including any negligent act, will Zen Studios or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Digital Products and Services.

19. YOUR PERSONAL INFORMATION. Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Digital Products and Services you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated here by reference, is located at https://zenstudios.com/privacy-policy/. You agree that your use of the Digital Products and Services is subject to the Privacy Policy.

20. DISCLOSURES REQUIRED BY LAW. Zen Studios reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Zen Studios reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Zen Studios to disclose the identity of any user believed to be in violation of these Terms.

By accepting these Terms, you waive all rights and agree to hold Zen Studios harmless from any claims resulting from any action taken by Zen Studios during or as a result of its investigations or from any actions taken as a consequence of investigations by either Zen Studios or law enforcement authorities.

21. ARTIFICIAL INTELLIGENCE USAGE.

a. **AI in Zen Studios Services.** Zen Studios may use artificial intelligence and machine learning technologies to enhance Digital Products and Services, including but not limited to:

- Automated customer support and communications,
- Dynamic gameplay adjustments and personalization,
- Content analysis, behavior detection, content moderation and community management,
- Anti-cheat detection and security measures,
- Recommendations and content discovery, and
- Procedural content generation.

AI systems may automatically take actions including content removal, Account restrictions, or other enforcement measures.

b. **AI-Generated Communications.** You acknowledge that some communications from Zen Studios (including support responses, notifications, and in-game messages) may be generated or assisted by artificial intelligence. AI-generated communications are considered official Zen Studios communications for purposes of these Terms.

c. **AI Training and Your Data.** Zen Studios may use certain anonymized data related to your use of Digital Products and Services to develop, train, and/or improve our artificial intelligence systems and related technologies, always in compliance with applicable data protection laws including GDPR and our Privacy Policy. Where legally required, we will provide appropriate options to opt in or opt out of such use.

d. **User AI Content.** If you create content using AI tools (whether provided by Zen Studios or third-party services), you represent that you have the right to use such

tools and that all AI-generated content complies with these Terms. You remain fully responsible for any AI-assisted content you create or share.

e. **AI Restrictions.** You may not use AI to:

- Generate content that violates these Terms or applicable laws;
- Create misleading or deceptive content designed to impersonate others;
- Circumvent technical protection measures or security systems;
- Generate content for commercial purposes without authorization; or
- Generate content that infringes intellectual property rights of Zen Studios or third parties or uses any Digital Products or content from Zen Studios' Services to train artificial intelligence or machine learning models without explicit prior written authorization.

e. **AI System Limitations.** You acknowledge that AI systems may produce errors, biases, or unexpected results. Zen Studios makes no warranties regarding the accuracy, completeness, or appropriateness of AI-generated content or decisions.

22. CHANGES TO THESE TERMS.

a. **General Rules.** Zen Studios reserves the right to update or change these Terms at any time by posting the most current version of the Terms on our https://zenstudios.com/ website with a new Effective Date shown. All such changes in the Terms will be effective from the Effective Date. We may also notify End Users of significant changes through in-game messages or other communications, though the Effective Date remains the posting on our website. Your continued use of the Services after we post any changes to these Terms signifies your agreement to any such changes. If you do not agree with these Terms, please discontinue all further use of the Services.

b. **Technical Updates.** Technical updates including but not limited to bug fixes, performance optimizations, security patches, compatibility improvements, and routine maintenance are not considered modifications to these Terms and do not require our notice or your renewed consent or acceptance. Such updates are part of the ongoing support and maintenance of your Digital Products and may be implemented automatically or upon your acceptance of the update prompt.

c. **Legacy Protection.** All Digital Software purchased from January 1, 2023, onward carry perpetual use rights unless expressly designated and sold as a Pass (subscription-based access). For clarity, this legacy protection applies to all one-time purchases made since January 1, 2023, ensuring your permanent access rights are preserved regardless of future Terms changes. Accordingly, no subsequent

amendments to these Terms can retrospectively narrow, limit, or terminate the perpetual rights already granted for Digital Software you have purchased. This retrospective protection clause cannot reduce any rights that have already been granted to you regarding the Digital Software.

23. GOVERNING LAW & JURISDICTION. These Terms, and all future agreements you enter into with Zen Studios, unless otherwise indicated in such other agreement, will be governed by and construed in accordance with the laws specified below based on your residency:

a. **For US Residents.** For users residing in the United States, these Terms will be governed by the laws of the State of Florida. This is the case regardless of whether you reside or transact business with Zen Studios in the State of Florida or elsewhere.

b. **For EU Residents.** For users habitually resident in the European Union, these Terms will be governed by the laws of Hungary, except where mandatory consumer protection laws of your country of habitual residence provide greater protection that cannot be derogated from by agreement.

c. **Other Jurisdictions.** For users in all other jurisdictions, these Terms will be governed by the laws of Hungary.

Unless a dispute would be governed by the binding arbitration terms of Section 24 below, you agree to submit to the jurisdiction of the courts as follows: (i) US residents to the personal and exclusive jurisdiction of the courts located within the city of Fort Lauderdale, Florida, United States; (ii) EU residents to the jurisdiction of the courts of Budapest, Hungary, or at the user's option, the courts of their country of habitual residence as required by applicable EU consumer protection laws; and (iii) users in other jurisdictions to the jurisdiction of the courts of Budapest, Hungary.

24. BINDING ARBITRATION.

24.1 Scope and Application by Jurisdiction.

a. **For US Residents.** Any Claim will be resolved by binding arbitration, rather than in court (except that you may assert claims in small-claims court if your claims qualify). You agree that each Claim must be brought individually.

b. **For EU Residents.** For users habitually resident in the European Union, arbitration is available where not prohibited by mandatory consumer protection laws. If mandatory consumer protection laws in your country require disputes to be brought in courts, the arbitration provisions will not apply to such disputes.

c. **Other Jurisdictions.** Disputes will be resolved by binding arbitration as set forth below, subject to applicable local consumer protection laws.

24.2 Class Action Waiver (US Residents). YOU AND ZEN STUDIOS AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION

PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.

24.3 Arbitration Procedures by Jurisdiction.

a. **For US Residents.** The Federal Arbitration Act and federal arbitration law apply to these Terms and this binding arbitration clause. Arbitration is a process with no judge or jury -- an arbitrator will review the arguments in the dispute and award damages and other relief just like a court would. The arbitrator must follow these Terms as a court otherwise would. Court review of the arbitration award is limited under the Federal Arbitration Act.

To start an arbitration, you must send an email to info@zenstudios.com describing your Claim and requesting arbitration, or we may do the same by sending a written notice requesting arbitration to your address. The proceedings will be conducted through JAMS, using their Streamlined Arbitration Rules and Procedures. You can view these rules at jamsadr.com or by calling 800-352-5267. The payment of the initial filing fees will be made by the party filing the Claim, and any other filing and other fees will be apportioned as directed by the JAMS rules. The arbitration will take place in Fort Lauderdale, Florida, United States, unless the Parties agree to video, phone, or internet connection appearances.

b. **For EU Residents and Other Jurisdictions.** Where arbitration applies, proceedings will be conducted under the Rules of the Hungarian Commercial Court of Arbitration. The arbitration will take place in Budapest, Hungary, with proceedings conducted in English unless the parties agree otherwise. The Hungarian Arbitration Act will apply as the lex arbitri.

To initiate arbitration, the claimant must file a request for arbitration with the Hungarian Commercial Court of Arbitration in accordance with their rules. The arbitral tribunal will be constituted in accordance with the Hungarian Commercial Court rules, and the tribunal will have the power to rule on its own jurisdiction.

The arbitral tribunal shall consist of three (3) arbitrators. One arbitrator shall be appointed by each party, and the third arbitrator, who shall act as the president of the tribunal, shall be appointed by the Hungarian Commercial Court of Arbitration. Except for Hungarian citizens where the arbitration shall be in Hungarian, the language of the arbitration shall be English.

24.4 Discovery and Relief. Except as otherwise set forth below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Zen Studios will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator

will provide a written statement of the arbitrator's decision regarding the Claim, the award given (including any attorneys' fees and costs awarded), and the arbitrator's findings and conclusions on which the arbitrator's decision is based.

24.5 Exceptions to Arbitration. Notwithstanding the terms of this section, either of us may bring a lawsuit in court for equitable relief, for any misuse or infringement of intellectual property rights, or for any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Digital Products and Services.

24.6 Severability and Waiver. BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND ZEN STUDIOS WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. You and Zen Studios agree that if any portion this section is found illegal or unenforceable, that portion will be severed and the remainder of the section will be given full force and effect.

25. COPYRIGHT COMPLAINTS UNDER THE DIGITAL MILLENIUM COPYRIGHT ACT. If you are a consumer habitually resident in the USA, the following provisions apply to you notwithstanding anything to the contrary in these Terms.

25.1 DMCA Notification. If you are a copyright owner or their agent, and believe that any content on the Digital Products and Services infringes on your copyrights, you may submit a DMCA notification in writing to our copyright agent with the following information described below. When we receive a notice alleging copyright infringement, we will take whatever action we deem appropriate, within our sole discretion, including removal of the allegedly infringing materials off of the Digital Products and Services or disable public access to them. Additionally, for repeat infringers of copyright protected content, we may disable their access to the Digital Products and Services, remove their User-Submitted Material, and terminate their Account. Such DMCA shall include:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed, a list of those works on the Digital Products and Services;
- Identification of the material that is claimed to be infringing and that is to be removed or disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

25.2 Copyright Agent. Our copyright agent may be reached at the following address:

Postal: Ganz utca 16. 2nd floor, HU-1027 Budapest

Email: info@zenstudios.com

25.3 Counter-Notice Procedure. If you believe your content was removed in error, you may submit a counter-notice containing:

- Your physical or electronic signature;

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the courts in the location of Zen Studios' principal place of business and will accept service of process from the person who provided notification of the alleged infringement.

If we receive a counter-notice, we may send a copy to the original complainant informing them that we may restore the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed content may be reinstated ten to fourteen (10 to 14) business days after receipt of the counter-notice.

26. EU CONSUMER PROVISIONS. If you are a consumer habitually resident in the European Union, the following provisions apply to you notwithstanding anything to the contrary in these Terms. To the extent any provision in these Terms conflicts with mandatory consumer protection laws in the European Union, such laws shall prevail for EU consumers.

a. **Statutory Rights.** Nothing in these Terms restricts your statutory rights as a consumer under EU consumer protection laws, including rights under the Consumer Rights Directive 2011/83/EU, the Consumer Sales and Guarantees Directive, and national implementing legislation. These Terms do not limit your right to repair,

replacement, price reduction, or termination of contract for defective products, nor your right to damages for non-conforming goods or services.

b. **Liability.** Nothing in these Terms excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot be excluded or limited under applicable law.

c. **Jurisdiction.** These choice of law and jurisdiction provisions do not deprive you of the protection afforded by provisions that cannot be derogated from by agreement under the law of the EU member state in which you reside.

d. **Right of Withdrawal.** You have the right to withdraw from purchases of Digital Products within fourteen (14) calendar days without giving any reason. For Digital Products that are available for immediate download or streaming, you acknowledge that by requesting immediate performance and downloading/accessing the Digital Product, you expressly consent to immediate performance and acknowledge that you thereby lose your right of withdrawal once performance has begun. This waiver applies to all Digital Products except where immediate performance was not requested by you.

e. **Notice-and-Action for Illegal Content (DSA).**

- **Scope:** This subsection applies to any Illegal Content hosted, displayed or otherwise made available through Zen Studios services to users located in the European Union.

- **Point of Contact:** Notices concerning allegedly Illegal Content must be sent to our EU point of contact:

Email: info@zenstudios.com

Postal: Ganz utca 16. 2nd floor, HU-1027 Budapest

Language: English or Hungarian

- **Notice Requirements.** A notice is considered sufficiently precise and adequately substantiated when it contains (i) a clear statement that the notifier believes the content is illegal; (ii) the exact online location (URL or in-game identifier); (iii) an explanation of why the content is illegal; (iv) the notifier's name and email address; and (v) a good-faith declaration that the information provided is accurate.

- **Action Process.** Zen Studios will act on valid notices in a timely, diligent, non-arbitrary manner. Where content is removed or disabled, the affected user will receive a statement of reasons explaining the decision.

- **Internal Complaint-Handling & External Redress.** End Users may appeal a removal, suspension or account termination through our internal complaint system.

Unresolved disputes may be submitted to an EU-recognised out-of-court dispute body or via the EU ODR platform.

f. **Alternative Dispute Resolution.** In the event of a dispute relating to the interpretation, performance, or validity of these Terms, an amicable solution can be sought before any legal action. You can file your complaint with Zen Studios by sending a message via email to info@zenstudios.com. In case of failure, you may contact a national consumer dispute resolution body listed on the European Commission's following website: https://consumer-redress.ec.europa.eu/dispute-resolution-bodies. Use of ADR is voluntary and does not affect your right to go to court.

g. **Dispute Resolution.** If mandatory consumer protection laws in your country provide that a consumer dispute must be brought in the courts, the arbitration provisions in Section 24 will not apply to such a dispute.

h. **Data Protection.** Our processing of your personal data is governed by our Privacy Policy and applicable data protection laws, including the General Data Protection Regulation (GDPR). We process your personal data lawfully based on various legal grounds including performance of contracts, legitimate interests, and your consent where required. You have rights regarding your personal data including access, rectification, erasure, portability, and objection to processing. For full details, please see our Privacy Policy.

i. **Personal Data as Payment (Omnibus Directive).** Where Digital Products are provided in exchange for personal data rather than monetary payment, EU consumer protection rights still apply to such transactions.

j. **Digital Content Conformity and Remedies.** In accordance with EU law regarding digital content and services:

- Our Digital Products shall conform to their description and reasonably meet the features, functionality, compatibility, and performance as presented in our marketing materials and communications.

- We will provide necessary updates, including security updates, to maintain the functionality of Digital Products for a reasonable period.

- If our Digital Products fail to conform to these requirements, EU consumers have the right to seek remedies including having the Digital Product brought into conformity, receiving a proportionate price reduction, or terminating the contract in cases of significant non-conformity.

k. **Service Modifications.** We may modify our Digital Products to maintain functionality and improve user experience. For substantial modifications that may negatively impact access or use, we will provide appropriate notice and information

about your rights in accordance with applicable EU law (Article 19 of the Digital Content Directive 2019/770).

l. **AI Transparency.** Where an AI system deployed by Zen Studios directly interacts with players (e.g., chat-bot help desks or AI-driven NPC dialogue), the interface shall clearly inform them that they are interacting with artificial intelligence, unless this is obvious from the context. If an AI system generates or manipulates audio, video, image or text content such that it could reasonably be mistaken for authentic human-made material (a “deepfake” or other synthetic content), Zen Studios will ensure the output is prominently marked or water-marked as “AI-generated” or “AI-altered”, in line with Article 50 of the EU Artificial Intelligence Act (Reg. (EU) 2024/1689). These transparency measures do not apply where national law expressly exempts the use (e.g., crime-detection, safety or editorial uses).

m. **Virtual Currency Rights.** In line with EU consumer-protection principles and the “Key Principles on In-Game Virtual Currencies” (21 Mar 2025) of the CPC Network (a cooperative body of national consumer protection authorities within the EU): (i) all Virtual Currency purchases and in-game items purchasable with Virtual Currency must display their real-world monetary value at the point of purchase; (ii) for Virtual Currency purchased directly from Zen Studios a fourteen (14) day withdrawal right applies to unused balances unless expressly waived at checkout; (iii) Virtual Currency purchased through Platforms is subject to that Platform's refund policies.

n. **Digital Fairness.** Game interfaces and monetization features will comply with applicable consumer-protection laws, including any future EU rules restricting manipulative or addictive design practices (e.g., the Digital Fairness Act in progress).

27. MISCELLANEOUS TERMS.

a. **Agreement Revisions.** These Terms may only be revised in writing by Zen Studios, or by Zen Studios' publication of a new version on the website.

b. **Force Majeure.** Zen Studios is not liable for any delay or failure to perform resulting from causes outside the reasonable control of Zen Studios, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Zen Studios' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.

c. **Embargo.** You represent and warrant that 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 that you are not listed on any U.S. Government list of prohibited or restricted parties.

d. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Zen Studios as a result of these Terms or your use of the Digital Products and Services.

e. **Assignment.** Zen Studios may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or transfer these Terms or your rights hereunder without Zen Studios' prior written consent, and any unauthorized assignment by you will be null and void.

f. **Severability.** If any part of these Terms is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Terms will be given full force and effect.

g. **Attorneys' Fees.** In the event any litigation is brought by either party in connection with these Terms, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

h. **No Waiver.** Our failure to enforce any provision of these Terms will not be considered a waiver of such provision or our right to enforce it in the future. No express waiver by us shall be considered a continuing waiver of any provision of the Terms for the future.

i. **Equitable Remedies.** You hereby agree that Zen Studios would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws. Additionally, you agree that your sole remedy, if any, for any breach of these Terms will be solely in money damages. You hereby waive and relinquish any right you may otherwise have to obtain injunctive or equitable relief under these Terms.

j. **Entire Agreement.** These Terms, including the documents expressly incorporated by reference, constitutes the entire agreement between you and Zen Studios with respect to the Digital Products and Services and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and Zen Studios with respect to the Digital Products and Services.

k. **Eligibility and Age Requirements.** You affirm that you are at least the age specified in any applicable age rating or restriction specified for the Digital Products and are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms, and to abide and comply with these Terms. By accepting these Terms, you hereby represent and warrant that you meet these eligibility requirements. The Digital Products and

Services are not directed at children under the age of 13. Subject to any applicable Digital Products age ratings, restrictions and Account requirements, the Digital Products and Services are made available to individuals aged 13 or older. If you are between 13 and 18 years of age, you and your parent or legal guardian must review these Terms and the Privacy Policy together, furthermore, you may only use the Digital Products and Services with the involvement and consent of a parent or legal guardian. Parents/legal guardians are jointly and severally liable for all actions, purchases, and omissions of their children aged under 18 years when using the Digital Products and Services. Zen Studios recommends that parents and legal guardians to (i) familiarize themselves with and utilize parental controls available on devices and platforms when providing access to Digital Products; and (ii) accompany your child under 13 years of age when online. While Zen Studios does not specifically target children under 13, we recognize that Platform-level age restrictions are the primary means of access control, and we encourage parents to use these tools appropriately. Zen Studios reserves the right to verify parental or legal guardian consent in cases of reasonable doubt (e.g., via email confirmation). If verification is unsuccessful, Zen Studios reserves the right to temporarily or permanently disable your Account. By accepting these Terms, you expressly acknowledge that you have read this provision and declare that if you are under the age of 18, you have the prior consent of your parent or legal guardian to use the Digital Products and Services.

l. **No Third Party Beneficiaries**. These Terms are for the benefit of, and will be enforceable by, the parties only, and are not intended to confer any right or benefit on any third-party or to create any obligations to any such third-party.

m. **U.S. Government Restricted Rights.** If you are a government end user, then this provision applies to you. The Digital Products provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as “commercial items,” “commercial computer Application” and/or “commercial computer application documentation”. Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

n. **Survival.** Those sections of these Terms that by their terms apply after these Terms end, and the Privacy Policy, will survive any termination or cancellation of these Terms.

o. **Notices.** You consent to Zen Studios providing you notifications about the Digital Products and Services or information the law requires us to provide through (i) email to any address that you specified by the Digital Products and Services, (ii) in-app notifications, or (iii) website postings. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Digital Products and Services. For the Digital Products and Services that do not require you to provide any email address, notices and other information may be made available in updates to these Terms.

p. **Governing Language.** These Terms are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

28. GLOSSARY OF DEFINITIONS.

Account: Your personal Zen Studios user account (or linked platform account) that enables access to online features of a Digital Product and Services.

Claim: Any dispute or claim relating in any way to your use of the Digital Products and Services.

Digital Items: The service-dependent content associated with Digital Products, including virtual currency, cosmetic customizations, minor downloadable content (such as skins, costumes, or vanity features), and other digital objects that may be purchased or earned in-game. Digital Items do not include core software functionality.

Digital Products: All digital content sold by Zen Studios, including Digital Software and Digital Items.

Digital Products and Services: The Digital Products together with the Services.

Digital Software: The video game applications developed or published by Zen Studios, including base games, major downloadable content such as expansion packs, and any other core executable software components required to run or enhance gameplay. This includes software specifically designed to operate on Zen Studios' proprietary physical pinball cabinets or similar dedicated hardware.

DSA or Digital Services Act: Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC.

Illegal Content: means any information that, in itself or in relation to an activity, including the sale of products or the provision of services, is not in compliance with

Union law or the law of any Member State which is in compliance with Union law, irrespective of the precise subject matter or nature of that law.

Linked Services: The links to other sites and software applications, including through display advertisements, contained in the Digital Products and Services.

Pass: Any time-limited, subscription-based right of access to Zen Studios Digital Products or related online services. A Pass may be denominated in coins, tokens, tickets, season-passes, memberships or other units, and entitles the End User to use specified content or features only for the duration of the active subscription term. A Pass does not confer a perpetual license and automatically expires when the subscription term ends or is cancelled.

Platform: Any third-party storefront, console, PC launcher or mobile marketplace (e.g., Steam, PlayStation Store, Xbox, Apple App Store) through which a Digital Product is distributed.

Serious Breach: A limited class of misconduct that can justify termination of the otherwise perpetual licence granted with a Digital Product. It is confined to:

- Intellectual-property infringement of any Zen Studios or third-party rights (e.g., copying, reverse-engineering or removing proprietary notices);
- Unauthorized distribution, resale or sharing of the Digital Product or any part of it, except where such transfer is expressly allowed by mandatory law;
- Commercial exploitation of the Digital Product, Digital Items or Virtual Currency without Zen Studios' written consent;
- Deliberate circumvention, removal or tampering with technical protection measures or server-side security; and/or
- Other clearly illegal conduct that causes significant harm to Zen Studios, its partners or other users.

Breaches that are minor, immaterial or purely technical do not qualify as Serious Breaches and cannot in themselves terminate your perpetual licence.

Services: The online services in connection with the Digital Products and any further related services, provided by Zen Studios.

Support Services: The reasonable efforts used by Zen Studios to maintain the availability of core services necessary for accessing and using your Digital Products, including authentication, download services, and account management.

Terms: These Terms and Conditions.

Third-Party Operator: A third-party distributor, publisher, or Platform.

User Generated Content or **UGC:** Any texts, images, videos, audios, mods, modifications, custom content, (gameplay) maps, screenshots or videos of gameplay, livestreams, tutorials, guides, and creative works. or other creative material that you upload, stream or otherwise make available through a Digital Product or any related Service.

User-Submitted Materials: Any communications or material of any kind that the End User emails, posts, or otherwise transmits to Zen Studios or the public on or using the Digital Products and Services, including messages, comments, photographs, chat, emails, voice recordings, data, questions, feedback, or suggestions.

Virtual Currency: Any licensed, non-transferable, in-game unit of account issued by Zen Studios that has no monetary value and is not redeemable or refundable for real money.

Zen Studios: The service provider publishing these Terms and Conditions, Zen Studios Ltd., a company incorporated and existing under the laws of Hungary, with its registered seat at 1027 Budapest, Ganz utca 16, 2nd floor, registered with the Company Registry of the Budapest-Capital Regional Court under no. 01-09-691205.

Zen Studios Websites: The respective websites operated and managed by Zen Studios, as of today: https://zenstudios.com/, https://www.pinballfx.com/, https://www.bethesdapinball.com/, https://www.castlestorm.com/, https://www.dreadnautical.com/, https://www.infiniteminigolf.com/, https://www.kickbeat.com/, https://www.operenciarpg.com/, https://www.planetminigolf.com/, https://www.southparkpinball.com/, https://www.starwarspinball.com/, https://www.zen.us/, https://www.zenpinball.com/, https://www.marvelpinball.com/.