

DIGITAL FREEBOOTER Terms of Service (“TOS”)

A quick summary:

1. These are the legally binding terms of services (“TOS”) for DIGITAL FREEBOOTER’s games, websites, forums and other related services (collectively “Services”).
2. You are given a personal license to use and/or play and access our Services it, but DIGITAL FREEBOOTER owns and continues to own all rights related to the Services.
3. These TOS include your right to use the Services - the do’s and the don’ts.
4. Depending on where you live, there are important terms regarding liability and dispute resolution (including mandatory arbitration and waiver of jury trial if you live in the USA).
5. Use of the Services is also governed by our Privacy Policy available at <https://digitalfreebooter.com/index.php/privacy-policy/> (which explains what personal information we may collect and how we use and protect it).

This Terms of Service (or “**TOS**” for short) apply to you and DIGITAL FREEBOOTER regarding your access and use of DIGITAL FREEBOOTER’s Services (which we explain below). Because we know legal wording is not much fun, we have included a short and informal summary of each section (but the full version is the legally binding one).

1. ABOUT THESE TOS

Agreeing to these TOS is a precondition for accessing and using our Services. If you accept these TOS, you represent that you are age 13 or older (or under 16 in certain jurisdictions in the European Union). If you do not agree to these TOS, you may not use or otherwise access our Services.

DIGITAL FREEBOOTER may change and/or update these TOS at any time in response to changing legal, technical or business development reasons. Then we will put the changed/updated version online and we will take appropriate measures to inform you via our Services or otherwise. You agree to be bound by the updated TOS, by your continued access and/or use of the Services after said updates.

1.1. What are these **TOS**? These TOS are a legally binding contract between you and DIGITAL FREEBOOTER (incorporated and registered in Denmark) whose registered office is at Løkkegade 5, 4.TV, 9000, Aalborg, Denmark (“DIGITAL FREEBOOTER”).

1.2. What do these TOS apply to? ? These TOS apply to our Services, including (but not limited to) any interactive entertainment products, game key or code giving you access to it or any parts of it, Virtual Goods and Virtual Currency (defined below), any DIGITAL FREEBOOTER products and services related to our games, user accounts, customer and technical support, official forums, wikis, blogs and social media services.

1.3. When do these TOS apply to you? These TOS will be binding once you access, download, install or use any of our Services. If you do not agree to these TOS, please do not use or access our Services.

1.4. Will we ever change these TOS? We may change and/or update these TOS from time to time, for example to reflect changes in our Services or to reflect applicable laws. If we do, we will make the changed/updated TOS available online and make reasonable efforts to notify you of it. You are welcome to contact us at contact@digitalfreebooter.com if you have specific questions about the changes. If you do not agree to those changes (regardless of whether you email us), then unfortunately you must cease using our Services: in order to make all of our Services work properly we need to have everyone using them under the same TOS instead of different people having different rules.

1.5. Are there any other important documents you should read? Please also read our DIGITAL FREEBOOTER Privacy Policy available at <https://digitalfreebooter.com/index.php/privacy-policy/>.

2. ACCESSING AND USING OUR SERVICES, YOUR RIGHTS

You have the personal right to access and use our Services. If Services involve a user account, then you are responsible for it.

Regardless of your age, you can access and use our Services, However, if you are 13 years or older (or 16 in certain jurisdictions in the European Union), we may collect personal information with your consent.

2.1. We give you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Services. This license is for your personal non-commercial use only (so you cannot give, 'sell', lend, gift, assign, sublicense or otherwise transfer it to someone else) and does not give you any ownership rights in the Services. You do not receive any other license. We own and continue to own all of our Services including (but not limited to) all copyrights, computer codes, characters, etc.

2.2. What about user accounts? In order to access the Services, you may need to create a user account or use an existing account (if you have one). You are solely responsible for protecting your user account and for your account activities. In particular, keep your account and password secure. In order to protect our Services, users and DIGITAL FREEBOOTER itself, we reserve the right, if necessary, to reject any user account if it would breach these TOS or other applicable rules.

2.3. Are there any age restrictions? Regardless of your age, you can access and use our Services, However, if you are 13 years or older (or 16 in certain jurisdictions in the European Union), we may collect personal information with your consent within our Services.

2.4. Are there any minimum requirements? Some of our Services may have minimum requirements depending on your chosen device/platform or other similar issues, of which you will be notified at the time. It is your responsibility to ensure you meet these requirements before accessing or using the Services. To access or use some of our Services, you will need Internet access too – again, this is your responsibility.

2.5. What about monitoring? In order to protect DIGITAL FREEBOOTER, DIGITAL FREEBOOTER users and to enforce these TOS, DIGITAL FREEBOOTER may deploy anti-cheat and/or other software tools that run in the background of your device or related devices/peripherals when you use the Services.

2.6. What about third-party access and content? You might get links from us to third party websites or content through the Services. You may also access the Services through different social platforms and devices. Your use of them is your responsibility – we cannot promise they will work, what they will be like or if they are free. The Services may contain third party services such as gameplay recording and sharing, social media connectivity, video offers and in-game advertisements. While we try to pick the best partners to work with, we are not responsible for their content nor services (that is for the partner itself). These services are subject to respective third-party terms and conditions and constitutes agreement between you and that relevant third party (to which DIGITAL FREEBOOTER is not a party).

2.7. Are there any health & safety issues to be aware of? Please be aware our Services may contain flashing images which may potentially trigger seizures for people with epilepsy. Player discretion is advised.

2.8. What can and can't you do? In order for you to be able to access and use the Services, we ask you to follow some rules not limited to the following. Please read these rules carefully since failure to follow them (particularly those in relation to cheating) will be considered a material breach of these TOS, which may lead to suspension or cancellation (temporary or permanent) of your access and use of the Services. Here are the main rules that you agree to (under all circumstances):

i. Personal enjoyment. Only access and use our Services for your personal enjoyment and not for any advertising (or transmission of any commercial advertisements such as spam emails), other commercial or political purposes.

ii. Restricted access. Do not attempt to copy, rent, sell, lend, lease, sublicense, distribute, publish or publicly display the Services, Virtual Currency or Virtual Goods (defined below), any user account or any of your rights under these TOS to any other party in any way not expressly authorized herein.

iii. Technical misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble the Services unless you are specifically allowed by applicable law.

iv. Hacking/griefing. Do not hack, harm, grief, harass, threaten or misuse the Services, other users of our Services of any DIGITAL FREEBOOTER products, games, services, community members or staff.

v. Cheating. Do not create, use, make available and/or distribute cheats, exploits, automation software, robots, bots, mods, hacks, spiders, spyware, cheats, scripts, trainers, extraction tools or other software that interact with or affect the Services in any way (including, without limitation, any unauthorized third party programs that intercept, emulate, or redirect any communication between DIGITAL FREEBOOTER or its partners and our Services and/or any unauthorized third party programs that collect information about the Services by reading areas of memory used by the Services to store information).

vi. Account misuse. Do not share, 'buy', 'sell', transfer, gift, lend, steal or misappropriate user accounts or the Services access keys/codes (all of which are our property). If you are concerned that any of this has happened to you, contact customer support at contact@digitalfreebooter.com.

vii. Power-leveling. Do not perform in-game services for others like power-leveling, boosting or ladder-climbing, whether or not in exchange for payment (real money or otherwise) from others.

viii. No advertising. Do not communicate or facilitate any commercial advertisement, promotion, spam or unsolicited messages through the Services.

ix. DIGITAL FREEBOOTER services. Do not deliberately or maliciously interrupt or interfere with the Services, any other DIGITAL FREEBOOTER services like customer or technical support or impersonate DIGITAL FREEBOOTER staff.

x. Interfering with servers. Do not overburden, interfere with or disrupt the Services or third party network software or servers, including via tunneling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with DIGITAL FREEBOOTER software, through protocol emulation, or through creation or use of private servers or any analogous services regarding the Services.

xi. Accessing servers. Do not access or attempt to access areas of the Services or servers that have not been made available to the public.

xii. Data mining. Do not intercept, mine or otherwise collect any data or information from the Services, other people using the Services, including, but not limited to using unauthorized third-party software or use of pixel tags, cookies GIFs or similar items sometimes also referred to as spyware.

xiii. Accounts and virtual content. Only use user accounts, Virtual Goods or Virtual Currency (defined below) for their intended purpose.

xiv. Names/trademarks. Do not use DIGITAL FREEBOOTER or any other names of any Services or other DIGITAL FREEBOOTER names or logos or trademarks for any unauthorized purposes.

xv. Infringing Content. Do not do anything in connection with the Services that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others, such as images, photographs, sound files, text files, graphics files, and any other material or information.

xvi. Malicious Code. Do not post or upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Services.

xvii. Geographic/regional restrictions. You must follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding the Services.

xviii. Conduct. Do not do, post or say anything that is or may be considered threatening, racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. This includes in any chat or other communications with users. DIGITAL FREEBOOTER reserves the right to monitor the content of any of your messages and prevent your use of any such chat or other communication systems for any reason. Please report any behavior you think is in breach of this rule by sending a message to contact@digitalfreebooter.com.

3. USER GENERATED CONTENT AND COMMUNITY CONTENT

If you share content in-game via the Services (e.g. sending links) or if you participate in any contests or competitions, this is your responsibility

3.1. What is our position on ‘user generated content’? The Services may give you the ability to share content (for example to share text, photos or links with users) – we will call this “User Generated Content”. If you do share User Generated Content, then it is at your responsibility and risk. We have the right (but not the obligation) to check and remove any inappropriate or illegal User Generated Content. But to be clear: we do not assume any responsibility or liability for User Generated Content. As far as we and you are concerned, you own any User Generated Content you created but we need you to give us certain rights over it so that we can actually transmit it via the Services. So, when you make your User Generated Content available through the Services you give us a non-exclusive, permanent, irrevocable, worldwide, sublicensable, royalty-free license to use, modify, reproduce, create derivative works from, distribute, transmit, communicate and publicly display/perform your User Generated Content in connection with the Services.

3.2. What is our position if you participate in a DIGITAL FREEBOOTER contest or competition? When submitting material as part of a contest or competition, you hereby give DIGITAL FREEBOOTER a

non-exclusive, permanent, irrevocable, worldwide, sublicensable, royalty-free license to use, modify, reproduce, create derivative works from, distribute, transmit, communicate and publicly display/perform your user-generated content without any further notice or compensation to you of any kind unless otherwise specifically stated in the competition's submission rules and regulations.

3.3. Can DIGITAL FREEBOOTER use the information I provide during the competition? When you submit your user-generated content and information as part of a DIGITAL FREEBOOTER contest, you give DIGITAL FREEBOOTER the unconditional right to use your name, image and other information submitted during the course of the contest. You give us the right to use the information you provide without any further obligation, notice or compensation to you. Except where prohibited by law, you forfeit any claim or right to attribution or credit for your user-generated content, even in situations in which the content is ultimately changed, altered or modified in any way.

4. VIRTUAL CURRENCY AND VIRTUAL GOODS

You may be able to buy and/or otherwise obtain things like cosmetics, in-game enhancements or virtual currencies and there are some additional legal rules for them. They do not have any “real world” monetary value and you cannot buy, sell or trade these with other users.

4.1. Do the Services offer virtual goods or virtual currencies? The Services may let you purchase and/or otherwise obtain (for example, by completing offers or watching in-game advertisements) virtual, in-game digital items and content including for example cosmetic and in-game enhancements and other downloadable content (“Virtual Goods”). You may at our discretion be able to buy certain Virtual Goods with “real world” money and/or virtual currency (which you may be able to earn by playing the game and/or with “real world” money) (we will call this “Virtual Currency”). We are the sole provider and issuing authority regarding Virtual Goods and Virtual Currency and only the Services' users can use them.

4.2. Are there any additional payment requirements you should know about? If you buy Virtual Goods, you agree to the pricing, payment and billing policies applicable to them, as notified to you at the time of purchase. You are responsible for ensuring that you have authorization to use any chosen payment method, which includes obtaining account holder/parent/guardian approval if applicable. You are responsible for ensuring that this authorization is maintained at all material times. Do not make inappropriate charge-back or refund requests. You are responsible for applicable fees and taxes. All payments are non-refundable and non-transferable except as expressly provided in these TOS.

4.3. What are the legal requirements regarding Virtual Goods and Virtual Currency? Virtual Goods and Virtual Currency are digital items only with no cash value or real world existence and cannot be ‘bought’, ‘sold’, gifted, transferred or redeemed, whether or not for other Virtual Goods, Virtual Currency, ‘real world’ money, goods, services or items of monetary value. Trading Virtual Goods or Currency is prohibited (unless we specifically permit otherwise in the Services). Your right to use any Virtual Goods and Virtual Currency that you obtain is limited to a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to use such Virtual Goods and Virtual Currency

solely for your personal entertainment and non-commercial use in the Services only. You have no property interest or right or title in any Virtual Goods or Virtual Currency, which remain DIGITAL FREEBOTER's property. DIGITAL FREEBOTER reserves the right to reverse, change or amend Virtual Goods or Virtual Currency transactions or other matters, if necessary, to protect the Services and/or to enforce these TOS.

4.4. Is there a limit on the amount of Virtual Goods or Virtual Currency you can hold? In order to protect the Services, users and to stop fraud, we may impose limits on use of Virtual Goods and Virtual Currency (including transaction limits and balance amounts).

4.5. Will these Virtual Goods or Virtual Currency expire or be revoked? Virtual Goods and Virtual Currency do not expire, but we reserve the right to change or amend that if necessary. We are not obliged to provide Virtual Goods or Virtual Currency to you. DIGITAL FREEBOTER reserves the right to revoke from users (without notice or compensation) any Virtual Goods and/or Virtual Currency that have been obtained by users by way of (for example) bug, hack or exploitation of the Services or promotional offers.

4.6. Will Virtual Goods or Virtual Currency ever change? The existence of a particular offer for Virtual Goods or Virtual Currency is not a commitment by us to maintain or continue to make the Virtual Goods or Virtual Currency or that offer available in the future. The scope, variety and type of Virtual Goods and Virtual Currency that you may obtain can change at any time and we have the right to manage, regulate, control, modify or remove Virtual Currency or Virtual Goods in our sole discretion if we consider any of this necessary for the ongoing operation of the Services or for other legitimate reasons, in which case we will have no liability to you or anyone for the exercise of such rights. We will endeavor where possible to give you reasonable notice of any such changes and to explain the reasons why.

4.7. Can you refund purchases of Virtual Goods or Virtual Currency?

If you are resident in the European Union:

Subject to the terms of any applicable device/platform via which you access the Services: you have the right to withdraw from a purchase of the Services, Virtual Goods and/or of Virtual Currency within 14 days of your purchase, without giving a reason. You hereby expressly acknowledge that you lose your right of withdrawal once the performance of our service has begun and your account is provided with access to the Services, Virtual Goods and/or Virtual Currency. You agree that the supply of the Services, Virtual Goods and/or Virtual Currency and the performance of services begins immediately after you complete your purchase. Therefore, once access to the Services, Virtual Goods and/or Virtual Currency has been enabled on your account, the contract has been fully performed by us.

If you are resident elsewhere in the world outside the European Union (including the USA):

Subject to the terms of any applicable device/platform via which you access the Services and applicable law: all purchases are final, and no refunds will be made or returns accepted.

5. FEEDBACK OR SUGGESTIONS

Feedback and suggestions are great (thank you!) but at our discretion without responsibility/liability.

You are welcome to give us feedback and suggestions to improve the Services – in such case you can contact us at contact@digitalfreebooter.com. We appreciate your feedback and suggestions, but we may choose not to use or accept them at our discretion. In any event the feedback/suggestions will be received by us without any obligations or liability to you.

6. WARRANTIES AND LIABILITY

We provide warranties (i.e. legally binding promises) about the Services, for example that we will take reasonable care regarding your use of the Services. We also explain a bit further how we are legally responsible to each other. We ask for certain legal protections from you (legally, this does not apply to EU users).

THEIR DEFENCE. YOU WILL NOT SETTLE ANY SUCH CLAIMS WITHOUT OUR PRIOR WRITTEN CONSENT.

(V) INJUNCTIVE RELIEF. YOU AGREE THAT ANY LOSS, DAMAGE OR HARM YOU SUFFER ARE NOT IRREPARABLE OR SUFFICIENT, AND OTHER REMEDIES WILL BE ADEQUATE, SUCH THAT YOU ARE NOT ENTITLED TO INJUNCTIVE OR OTHER EQUITABLE RELIEF AGAINST US.

(VI) Residents of California. If you reside in the state of California you are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: “A general release does not extend the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

7. TERMINATION

You can terminate these TOS by stopping the access of use of the Services. We may cancel or suspend (temporarily or permanently) your access to any and/or all of the Services if you seriously breach these TOS.

7.1. When and how can you terminate these TOS? You can terminate these TOS by permanently stopping the access and use of the Services at any time. Termination will not affect already existing rights or obligations of us or you.

7.2. We may cancel or suspend (temporarily or permanently) your access to any and/or all of the Services if you materially breach these TOS, which includes but is not limited to a breach of these TOS

which is serious and/or which could cause real harm to the Services, other Services' users, DIGITAL FREEBOOTER or other matters governed under these TOS. In particular, it applies to the Services rules we specify in section 4 above (for example, no cheating or account misuse). If we cancel or suspend your account in this way, we will use reasonable efforts to explain why we have done this and what (if anything) you can do as a result. Cancellation or suspension will include you losing access to Virtual Goods and Virtual Currency. If we cancel or suspend your account under this section, then we will not have any obligations or liabilities to you at all.

If DIGITAL FREEBOOTER decides itself to stop providing the Services permanently, then we will try to give you at least sixty (60) days' notice by posting an update on the applicable website. After that time period, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).

8. FORCE MAJEURE

If unforeseen events beyond your or our control take place, then neither of us will be liable to the other for any obligations which cannot be performed.

8.1. Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.

"Force Majeure" means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, fire, flood, or storm or default of suppliers or sub-contractors.

9. GOVERNING LAW

Any legal questions / complaints / claims regarding these TOS are under Danish law and jurisdiction for users all around the world except for users residing in the USA, who are under California law and jurisdiction.

9.1. If you are resident in the European Union and elsewhere in the world (but not the USA):

You and we agree that your use of the Services, and these TOS, and any issues arising out of them, will be governed by and interpreted according to the laws of Denmark and any dispute regarding it will be exclusively under the jurisdiction of the courts of Denmark. In any legal claim under these TOS, the side

which wins will be entitled to its legal fees and expenses. This does not exclude any mandatorily applicable rules or remedies which would be available to you in a legal claim brought under the law of your EU Member State of residence.

9.2. If you are resident in the USA:

To the extent not covered by the Dispute Resolution and Arbitration language below, you and we agree that your use of the Services, and these TOS, and any issues arising out of them, will be deemed to be entered into in San Francisco, California and governed by and interpreted according to the laws of the State of California, USA (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by you against DIGITAL FREEBOOTER, to the extent not covered by the Dispute Resolution and Arbitration language below, will be made exclusively in state or federal court located in San Francisco, California, which will have subject matter jurisdiction regarding the dispute between you and us and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, you waive any rights to argue that the state and federal courts in San Francisco, California are an improper venue. In any legal claim under these TOS, the side who wins will be entitled to its legal fees and expenses.

10. DISPUTE RESOLUTION AND BINDING ARBITRATION

If you have any concerns or issues you can contact us at contact@digitalfreebooter.com. We hope we can resolve any complaints with you through informal dispute resolution.

10.1. If you have concerns or issues with us, we hope we can resolve them quickly and amicably – you can contact us at contact@digitalfreebooter.com. However, we recognize that occasionally there might be legal disputes which are not so easily resolved. In this section we explain what happens if there is a legal dispute.

10.2. Informal dispute resolution:

We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on where you live. If you are resident in the European Union, you may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

If we can't resolve a dispute with you informally, then this is what happens next.

IMPORTANT: IF YOU LIVE IN THE USA, PLEASE READ THE FOLLOWING SECTIONS CAREFULLY AS IT REQUIRES YOU TO ARBITRATE DISPUTES BETWEEN US ON AN INDIVIDUAL BASIS.

10.3. Dispute resolution next steps: if you live in the European Union or elsewhere in the world (but not the USA):

You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a claim against DIGITAL FREEBOOTER, you should address it to contact@digitalfreebooter.com.

10.4. Dispute resolution next steps: if you live in the USA:

(a) Agreement to Arbitrate:

We and you agree to resolve all disputes and claims between us on an individual basis through binding arbitration, including without limitation any claims arising from or relating to these TOS, any part of the relationship between you and us, or your use of the Services, except as set forth under “Exceptions to Informal Dispute Resolution and Agreement to Arbitrate” below. The US Federal Arbitration Act and federal arbitration law applies to these TOS.

Arbitration" is a consensual dispute resolution process where both sides present their case to a neutral arbitrator rather than a judge or jury. Arbitration is less formal than court litigation and review of an arbitrator's decision by a court is limited. To be clear: by choosing arbitration you and we give up the right to have any dispute between us heard in court before a judge and/or jury.

Individual Arbitration Only: You and we agree that arbitration will be conducted only on an individual basis and not as a class, consolidated or representative arbitration.

(b) How to start an arbitration:

Either of us can commence arbitration by filing an arbitration demand with the AAA that describes the claim and desired remedy. Notice sent to DIGITAL FREEBOOTER should be sent by mail and by email. You or DIGITAL FREEBOOTER may bring an arbitration at any American Arbitration Association (“AAA”) location within the United States.

(c) The rules for the arbitration:

The arbitration will be governed by the AAA under its Commercial Arbitration Rules and, where applicable, its Consumer Arbitration Rules (available at <http://www.adr.org>), as modified by these TOS. The arbitrator will be bound by these TOS.

The arbitration shall be conducted in English by a single arbitrator with substantial experience in intellectual property and commercial contract disputes, selected pursuant to AAA rules. The arbitration hearing may be conducted through the submission of documents, by phone, or in person, and must commence within thirty (30) days from the appointment of the arbitrator, unless otherwise agreed by you and DIGITAL FREEBOOTER. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as appropriate.

If you seek US \$10,000 or less, DIGITAL FREEBOOTER will reimburse your filing fee and your share of the arbitration costs (but not your attorney's fees or expert witness fees), at the end of the arbitration, unless the arbitrator decides your claims are without merit or your costs are unreasonable. DIGITAL FREEBOOTER will only seek its legal fees and costs if it prevails and the arbitrator determines your claims are meritless. If you seek more than US \$10,000, then the arbitration costs, including arbitrator compensation, will be split between you and DIGITAL FREEBOOTER per the applicable AAA rules.

10.5. Exceptions to Informal Dispute Resolution and Agreement to Arbitrate

The dispute resolution and arbitration requirements do not apply to claims or disputes that relate to claims of intellectual property rights infringement or claims of DIGITAL FREEBOOTER use, piracy, theft or misappropriation.

10.6. Limitation on Claims

You and DIGITAL FREEBOOTER agree that, regardless of any statute or law to the contrary, any claim arising out of or related to the Services must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred. You agree that these dispute resolution and binding arbitration provisions will survive any termination of your account or THE SERVICES.

If you live in the USA or the rest of the world (but not the EU), you and we agree not to bring any class action or similar collective legal action against each other. We will resolve legal disputes with each other through the process outlined above.

10.7. Waiver of collective action remedies:

To the maximum extent permitted by the national or state law applicable, you and we agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-wide basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If the previous paragraph is found illegal or unenforceable for any reason, you and DIGITAL FREEBOOTER agree that any class, representative private attorney general action claim or dispute will be resolved in court.

11. OTHER LEGAL MATTERS

This section sets out a few additional, hopefully self-explanatory rules about how these TOS works legally. For example, these TOS is just between you and us, we might be required to comply with law enforcement requests etc.

- i. If any part of these TOS is found not to be legally enforceable, this will not affect any other part of it;
- ii. These TOS governs our relationship with you (and vice versa). It does not create any rights for anyone else;
- iii. Please remember that we are subject to various laws and we may be required to comply with law enforcement or other legal requirements, including import/export controls;
- iv. You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to the Services or these TOS;
- v. We can assign, subcontract or transfer these TOS to a third party or another member of our group if necessary, for the support of the Services, as part of any reorganisation or merger or for other business reasons. We will notify you if this happens;
- vi. No failure or delay by us or you to exercise any right or remedy provided under these TOS or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us or you will preclude or restrict the further exercise of that or any other right or remedy; and
- vii. These TOS does not create any exclusive relationship between us nor any partnership, joint venture, employment or agency.

Last updated April 27th, 2021