TERMS OF USE

27th February 2024

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PLEASE READ THESE TERMS CAREFULLY. These Terms form a legally binding contract between you and us. By using and downloading our Games, you accept and agree to these Terms. If you do not agree to these Terms then do not use our Games.

"Games" means any games developed and/or made available by us, whether existing now or in the future.

FOR U.S. USERS ONLY: These terms include a binding arbitration clause and class action waiver under section 19, which means you agree to submit any dispute related to these Terms, and/or any element of the Services, and/or your relationship with us, to binding arbitration rather than proceeding in court. These terms also include a jury waiver.

1 ABOUT YOU

1.1 By using the Games, you agree that you are at least 18 years of age, or if you are younger than 18 years of age, that you have reviewed these Terms with your parent(s) or guardian(s) and they have agreed to these Terms on your behalf and take full responsibility for your compliance with them. You also represent that you attained at least the minimum age to consent to data processing under the laws of your jurisdiction (e.g. 13 years old in the United States and 16 years old in some EU jurisdictions) and are not barred from accessing the Games under applicable law.

2 WHO WE ARE

2.1 We are Crazy Bastards Ltd, Bulgaria, a company registered in Bulgaria whose registered office is at Vazkresenie Blvd. 12, district Krasna Polyana I, 1330 Sofia, Bulgaria, with commercial register number 207610645 (“we”, “our”, “us” or “CrazyBastards”).

2.2 You can contact us at office@crazybastards.pro

3 CHANGES TO THESE TERMS

We may change these Terms from time to time, for example in order to ensure that we remain compliant with applicable laws or to reflect any changes we make to the Games or otherwise. The updated Terms will be posted on our website. It is your responsibility to check these Terms regularly before using any of our Games. Your continued use of our Games from the date of change will be deemed your acceptance of the amended Terms.

4 ACCOUNT

4.1 To use certain of our Services you may be required to create an account with us and/or with the third party platform or site operator e.g. Apple or Google (Account). To create an Account, you must provide truthful and accurate information about yourself on the Account registration page and keep that information up to date.

4.2 You may not share your Account with others, nor let anyone else access your Account. You are solely responsible for keeping the login credentials to your Account confidential. You are also responsible for all activity associated with your Account and may be held responsible for losses incurred by us or any other user arising out of any activity associated with your Account You agree that we will not be liable for any loss you may incur as a result of any unauthorised use of your Account by someone else either with or without your knowledge. If you become aware of any actual or suspected loss, theft, fraud, or unauthorised use of your Account please notify us immediately at office@crazybastards.pro.

4.3 If you want to permanently delete your Account, you may easily request your account deletion at any time where appropriate under your profile in the Game or otherwise send an Account deletion request to office@crazybastards.pro.

4.4 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND OR COMPENSATION IN CONNECTION WITH THE

ACCOUNT AND WE SHALL NOT BE HELD LIABLE FOR ANY UNAUTHORISED USE OF YOUR ACCOUNT, STOPPING OF YOUR ACCOUNT, RESTRICTION OF YOUR ACCESS TO OUR GAMES, OR DELETION OF YOUR ACCOUNT.

4.5 Dear users,

We would like to inform you that when you delete the application or delete the account, the next time you download the application, you will pay the download amount again.

5 LICENCE

Our Games and all related materials (including without limitation, software, code, information, content, data, text, characters, music, sounds, videos) made available by us or on our behalf and all related copyright and other intellectual property rights in such Games and materials (together "Content") are licensed, not sold, to you under these Terms. Subject to your strict compliance with these Terms, we grant you a limited, non-transferable, non-sub-licensable, revocable and non-exclusive license to use our Content for your own personal and non-commercial use. If you breach any of these Terms, we may immediately terminate or suspend this license. You acknowledge that all intellectual property and other rights in the Content are and will remain our sole property and that you will have no ownership, title or other proprietary interest in and to the Content, regardless of whether you 'earned' or 'purchased' such Content.

6 YOUR LEGAL OBLIGATIONS AND PROMISES TO US

6.1 You confirm that:

all information and details provided by you are true, accurate and up to date. The rights granted under these Terms are strictly personal to you and you must not make the Games or your password(s) available to anyone else; and

you will comply with the rules of conduct relating to your use of the Games as set out in these Terms.

It is not allowed to

distribution of voter votes in the app is not allowed. Anyone who distributes this information pays a penalty in the amount of the votes by the users who voted in the application.

6.2 You will indemnify and hold CrazyBastards (and our officers, directors, employees, contractors, partners and licensors) harmless from and against any claims, losses, expenses, damages, liabilities and costs including legal fees, resulting from (i) your use of Games, (ii) your

breach of these Terms, (iii) your breach of any other laws and regulations, (iv) your infringement of the rights of a third party, (v) any activity associated with your Account.

6.3 If we take legal action against you for non-payment or any other breach of these Terms and a court makes an award in our favor, you will be responsible for all costs allowable by the courts.

7 RULES OF CONDUCT AND YOUR USE OF THE GAMES

7.1 You agree that in using the Games you will neither by yourself nor promote, encourage, or help others to:

7.1.1 use or allow the use of the Games for any purpose or activity that is illegal, unlawful or in breach of these Terms;

7.1.2 reproduce, distribute, publicly display or perform, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, in any manner the Games, source code in the Games or any portion thereof;

7.1.3 sell, rent, lease, share or provide access to your Account or access or attempt to access the Accounts of other users or penetrate or attempt to penetrate any security measures relating to the Games;

7.1.4 promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software;

7.1.5 upload any files that contain a virus, trojan, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt any of the Games;

7.1.6 use our Games to build a game that may compete with our Games or assist another person in building a game that would compete with our Games;

7.1.7 probe, scan or test the vulnerability of our Games, or circumvent or breach the security or authentication measures of our Games;

7.1.8 use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, 'data mine' or in any way reproduce or circumvent the content, navigational structure or presentation of our Games;

7.1.9 apply for refund maliciously or take advantage of rules of third-party platforms for unjust enrichment;

8 PRICE, PAYMENT AND TAX

8.1 We aim to ensure that the pricing of our Games is correct at all times. However, the Game and website pages may not always accurately reflect the correct details at the moment at which you place your order. We reserve the right to change prices without prior notice at any time before the formation of the contract. We cannot confirm the price of an item until your order is accepted. Where you are resident in the European Union, we will charge VAT or applicable sales tax on purchases as required by law, and you agree to provide the information we reasonably require in order to determine the applicable VAT or sales tax rate.

8.2 All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, your order will not be accepted and we will not be liable for any delay or non-delivery.

8.3 It is your responsibility and you must comply with the terms and conditions applicable to your chosen payment method, as set by the payment provider. We may add or remove payment methods in relation to our Services at our sole discretion and without notice to you.

9 CONTRACT

All orders are subject to acceptance by us and availability of the Games. After placing an order, you will receive an email or message from us or the third-party platform, acknowledging that we have received your order. It will state what the item(s) you have ordered are, the cost (including VAT) and where a physical product, the postage and packaging and delivery, invoice and cancellation details. If your order has been unsuccessful, you will be made aware of the reason why and possible explanations. Please note that this acknowledgement email/message does not

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10 CANCELLATION AND REFUNDS

We want to provide you with the best possible service. We hope you are delighted with your Games. However, if you change your mind, the cancellation policy set out below will apply.

10.1 Cancellation Policy

10.1.1 All purchases of the license to Games or any other digital content ("Purchased License") are final and non-refundable except where required under applicable law.

10.1.2 For residents of the European Union and the United Kingdom, by clicking the relevant purchase order button on the purchase interface, you agree that the Purchased License will be supplied and delivered to you immediately before the statutory withdrawal period ends and you lose the right to withdraw your Purchased License once the Purchased License has been downloaded, streamed and/or accessed, due to the nature of these Purchased Licenses.

11 AVAILABILITY AND FUNCTIONALITY

11.1 We reserve the right to limit the amount of purchases you can make in a given period.

11.2 We will use reasonable endeavours to maintain the operation of the Games as quickly as possible. We reserve the right to modify, including by way of regular updates, our Games and we may have to suspend operation of a Game without notice for repair, maintenance, improvement, security or any other reason. If so, we will do our best to ensure that the suspension is as short as possible. We cannot accept responsibility for such suspensions, interruptions or errors caused by circumstances outside our reasonable control.

11.3 We cannot guarantee that our Games will work on or be compatible with or capable of being accessed on any particular devices, platforms, operating systems or equipment, or in

conjunction with any particular software or connectivity services not approved by us. We do not accept responsibility for such equipment, software or services. We also do not guarantee that our Games can be accessed in all geographic locations.

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Payment methods accepted by us are as per those payment methods provided by the third-party platform providers such as Apple and Google within our Games at the point of sale.

13 UPDATES

You agree that the Games may automatically download and install updates, upgrades and additional features that we deem reasonable, beneficial to you and/or reasonably necessary. These Terms shall apply to any updates, upgrades and/or additional features that are not distributed with a separate licence or other agreement.

14 DURATION

These Terms shall apply to your use of the Games at all times and shall continue until you delete, cancel or remove such Games or we terminate this licence.

15 INTELLECTUAL PROPERTY

15.1 You acknowledge that all intellectual property rights in the Games and all content appearing within the Games throughout the world belongs to us, our licensees or affiliates and that such rights are licensed to you and you do not acquire any ownership rights in the Games or any other part of them other than the right to use the Games under the terms of this licence.

15.2 Any use by you of any of our intellectual property other than as permitted under these Terms may only be undertaken with our prior express written authorisation. Nothing contained within these Terms shall be construed as conferring any right, whether by implication or otherwise, to use any intellectual property in the Games other than as expressly permitted in these Terms.

15.3 We reserve the right to stop offering any of our Games at any time either permanently or temporarily, at which point any licence granted to you to use the Games thereof will be automatically terminated or suspended. Prior to stopping the availability of any of our Games,

we will use our reasonable efforts to notify at least 60 days before such Games become unavailable. Notification will be via our website. In such an event, we shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of our Games unless required by law.

16 SUSPENSION AND TERMINATION

16.1 Acting reasonably, we may suspend, restrict or terminate your access to the Games and consequently suspend or terminate the licence granted to you under these Terms, if:

16.1.1 you breach of any of the restrictions or provisions in these Terms;

16.1.2 for reasons of a system failure, maintenance or repair or due to events beyond our reasonable control; and/or

16.1.3 we decide to withdraw the Game(s) from the market for any reason in our sole discretion, acting reasonably. If we decide to withdraw Game(s) from the market, we'll do our best to notify our users (via our website) at least 60 days prior to withdrawing access.

17 THIRD-PARTY CONTENT

Our Services may include hyperlinks to third-party websites and services. We do not control these websites and services and are not responsible for their content or for their collection, use or disclosure of your personal information. If you access our Services through a third party platform or site, you may be required to comply with their policies in addition to these Terms.

18 OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

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WE ALSO MAKE NO GUARANTEE THAT OUR GAMES WILL WORK WITH OR CAN BE ACCESSED ON ANY PARTICULAR DEVICES, PLATFORMS, OPERATING SYSTEMS OR EQUIPMENT, OR IN CONJUNCTION WITH ANY PARTICULAR SOFTWARE OR CONNECTIVITY SERVICES. WE DO NOT ACCEPT RESPONSIBILITY FOR SUCH EQUIPMENT, SOFTWARE OR SERVICES. YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL LOSSES AND DAMAGES, INCLUDING LOSS OF DIRECT AND INDIRECT PROFITS, GOODWILL OR DATA IN ANY WAY ARISING.

18.2 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, OUR TOTAL LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING LIABILITY FOR ANY LOSSES, COSTS, EXPENSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH A GAME OR THESE TERMS SHALL NOT EXCEED (IN AGGREGATE} THE MONETARY AMOUNT EQUIVALENT TO THE FEES, RELATING TO THE GAME, ACTUALLY PAID BY YOU TO US TO THE DATE OF THE CAUSE OF ACTION FIRST ARISING.

19 DISPUTES

19.1 This Section offers a streamlined way to resolve disputes between you and us if they arise. Most of your concerns can be resolved by contacting customer service at office@crazybastards.pro. If we cannot resolve your concern, you and we agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.

19.2 You will be responsible for all your legal costs incurred in relation to any dispute between us and 50% of any arbitration costs, including fees payable to the arbitrator. This will apply notwithstanding the outcome of any Arbitration.

19.3 Claims Covered by Arbitration: all disputes, claims or controversies, arising out of or relating to these Terms, any of our Games and their marketing, or the relationship between you, or anyone acting on your behalf, and us, or any of our current or former affiliates, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, including the validity, enforceability or scope of this “Disputes” section (“Disputes”) shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into these Terms. The only Disputes not covered by this Section are claims regarding the infringement, protection or validity of your, our or our licensors’ intellectual property, trade secrets or copyright, trademark or patent rights.

19.4 Informal Negotiations: you and we shall first attempt to resolve any Dispute informally for at least 60 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. You will send your Notice of Dispute by contacting our customer service team at office@crazybastards.pro. Most disputes are resolved by our customer service team but if for whatever reason they are not able to solve the issue, you will be provided an opportunity to escalate the matter first to our responsible management team.

19.5 Binding Arbitration: If you and we cannot resolve a Dispute informally, subject to the exceptions in sections 19.3 and 19.4, you or we will have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the Arbitration Court at the Bulgarian Chamber of Commerce and Industry ("BCCI") in accordance with its Rules for cases based on arbitration agreements.

19.6 Jury Waiver: IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

20 GENERAL

These Terms and any document incorporated by reference constitute the entire agreement between you and us and supersede any previous terms between us in relation to such matters. The limitations, exclusions and restrictions in these Terms shall pass to the benefit of our licensors, successors and assigns. These Terms are drafted in the English language and may be translated into other languages. The English language version of these Terms shall prevail if there is a conflict or inconsistency or clarification required with other language Game versions. The headings in these Terms are for ease of reference only and shall be disregarded in construing or interpreting the Terms. If we fail to enforce any provision of these Terms, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. If any provision of these Terms is found by a court to be invalid, we agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect. We may transfer all or part of our rights or duties under these Terms provided we take reasonable steps to ensure that your rights under these Terms are not prejudiced. As these Terms are personal to you, you may not transfer any of your rights or duties under it without our prior written consent. A person who is not a party to these Terms shall have no rights to enforce any of its terms. These Terms are governed by the laws of

Bulgaria. You and we both agree that the courts of Bulgaria will have exclusive jurisdiction in relation to any dispute connected with these Terms and the Games.