

TERMS OF USE

Last Updated: December 15, 2023

1. Acceptance of Terms

These Terms of Use (**'Terms'**) apply to the relationship between you (**'User'** or **'You'**) and Mainframe Industries Oy, a company registered in Finland under business ID 2997728-8 (**'Mainframe'** or **'We'**) regarding Your use of Pax Dei, a game designed by Mainframe; and Game Client, a network client that connects You to Pax Dei (both together or separately **'Service'**). These Terms determine how You may use the Service and what consequences may result from non-compliance with these Terms.

By accepting the Terms, the User is deemed to have read and understood these Terms and agrees to be bound by them.

Mainframe reserves the right to amend the Terms at any time to reflect the changes in the Service, in the Applicable Law, or in agreements between Mainframe and Mainframe's suppliers. Mainframe notifies You before the amendment to the Terms enter into force. By continuing to use the Service, the User shall be deemed to have approved and accepted the amendments to the Terms and shall be bound by them. The amendments shall enter into force upon their publication in the Service.

Mainframe's processing of your personal data is described separately in the Mainframe **Privacy Notice**, which is available at: <https://themainframe.com/en/legal/>

2. Definitions

In these Terms, the following capitalized terms shall have the meanings given to them hereunder (and where the context so admits the singular shall include the plural and vice versa):

'Applicable Law' means the laws applicable in Finland;

'Intellectual Property Rights' means (i) patents, inventions, designs, copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

'User' shall mean you, an individual person who uses the Service;

'User Content' means any communications, sounds, pictures and all the material or other data that the User uploads or transmit to or through the Service, or that other users upload or transmit to the User including without limitation any chat text;

'Virtual Currency' means currency that is used within the Service and which the User may purchase with real money or earn within the Service;

'Virtual Items' means virtual items (including but not limited to User's character and the character's accessories within the Service) that exist within the Service and which the User may purchase with real money, or Virtual Currency, or earn within the Service.

3. The use of the Service

Mainframe grants the User with a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use the Service for the User's own purposes.

You must be and hereby affirm that you are an adult of the legal age of majority in your country and state of residence. For clarity, the legal age of majority in most countries is 18 years but might be different in your country and state of residence. Please note that if you are under the legal age of majority, your parent or legal guardian must always consent to this Agreement.

The User agrees to be bound by the following rules relating to the use of the Service ("**Rules**"):

- The User may not copy, modify, display, distribute, reproduce, license, publish, make available to the public, transfer, or sell any information, products, software, or services obtained from the Service.
- The User may not attempt to gain unauthorized access to the Service, computer systems, other accounts or networks connected to any Mainframe server, through hacking, password mining or any other means.
- The User may not interfere with, disrupt, or otherwise adversely affect the normal operation of the Service or otherwise act in a manner that may have a detrimental impact on other users' experience when using the Service. This includes any act that intentionally abuses or goes against the design of the Service.
- The User agrees not to intentionally overload or aid or assist in the overloading of any computer or server used to offer or support the Service or any Mainframe game environment.
- The User may not upload to the Service any material that contains any viruses or other malware that may damage or interfere with the Service.
- The User may not grant any third party access to use the Service. The User shall be entirely responsible for maintaining the confidentiality of the User's password and account. Furthermore, the User is entirely responsible for any and all activities that occur under the User's account.
- The User undertakes to inform Mainframe without delay if any password has been revealed to a third party or if the User has a reason to suspect misuse of a username or password. The User shall change the password required for the use of the Service upon request of Mainframe if necessary due to data security risk to the Service.
- The User may not upload to the Service any material that infringes upon any third-party rights or applicable laws. By submitting any data to the Service, the User warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations to submit the data to the Service.

- The User shall not use the Service to advertise or to send any junk or spam or repetitive or misleading messages to anyone.
- The User shall refrain from the using (directly or indirectly) of cheats, exploits, automation software, emulators, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service.
- The User shall refrain from posting any information that is abusive, threatening, or racially, sexually, religiously, or otherwise offensive.
- The User shall refrain from posting any information that contains nudity, excessive violence, or offensive subject matter or links to such content.
- The User shall refrain from harassing, abusing, or harming, and from advocating harassment, abuse, or harm of another person or group.
- The User shall refrain from posting anyone's private information, including personal data (whether in text, image or any other form) through the Service.
- The User undertakes not to use the Service for any purpose that is unlawful or prohibited by these Terms.
- The User agrees to comply with any guidelines provided by Mainframe. In particular, the User shall comply with the **Community Guidelines** and **Code of Conduct**, provided at: <https://themainframe.com/en/legal/>, which Mainframe may amend from time to time.

4. Suspension of the Service

Mainframe shall be entitled to limit, suspend, terminate, modify, or delete accounts or to deny the User's access to the Service without first hearing the User and without notifying the User if Mainframe reasonably suspects that the User uses the Service contrary to these Terms (in particular but not limited to the Rules under section 3 of these Terms), Applicable Law, or administrative orders or in a manner that jeopardizes the provision of the Services to other Users. As a result, You may permanently lose Your username and Virtual Items in the Service.

Mainframe reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point Your right to use the Service, or a part thereof may automatically expire.

You have the right to stop using the Service. You may terminate your Account at any time and for any reason by submitting a ticket on <https://support.playpaxdei.com/>.

5. Updates and maintenance of the Service

The User acknowledges that the Service evolves constantly. Mainframe may require that you accept updates to the Service. You acknowledge and agree that Mainframe may update the Service with or without notifying you. You may need to update third-party software(s) from time to time in order to receive the Service. There might be maintenance breaks in the service to keep it up to date, enhance your experience and prevent any surprising issues. We aim to inform you of the breaks beforehand and make sure they are reasonable in length. If you feel like your experience with our services has

changed for the worse due to such a break, you can reach out to our customer service and we are happy to discuss the matter.

You acknowledge that You are using an early access version of the Service and thus acknowledge that the Service is still under development and not finalized. As the Service is not finalized You acknowledge that the use of the Service may, inter alia, be interrupted for long periods, the Service may be significantly modified and any User progress in the Service may be erased at any time.

6. Intellectual Property Rights

The User acknowledges and agrees that Mainframe and/or its licensors own all Intellectual Property Rights in the Service. The Terms do not grant the User any rights to or in Intellectual Property Rights or any other rights or licenses in respect of the Service.

Reproduction, transfer, distribution, or storage of content protected by Mainframe's Intellectual Property Rights, including but not limited to pictures, design format, logo, audio clips, video clips and HTML coding, in any form as well as any unauthorized reproduction, total or partial, of the texts, illustrations, design format or logo by any means whatsoever without the prior written permission of Mainframe is prohibited.

7. Third-party websites and services

The Service may contain links to third-party websites or services that are not maintained, under the control of or owned by Mainframe. For clarity, Mainframe is not liable for any contents, commentary or applications of such third-party websites or services.

8. User accounts and virtual content

Within the Service, You may purchase Virtual Items by Virtual Currency or by real money. You acknowledge and agree that you shall not have ownership or other property rights to Your account including its content. You further acknowledge and agree that all rights in and to Your account shall be owned by Mainframe.

Mainframe owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. You agree that you have no right or title in or to any content that appears in the Service, including without limitation the Virtual Items, content, features, or Virtual Currency appearing in or originating from the Service, whether earned in a game or purchased with real money. Mainframe may make changes to Virtual Items at any time, with or without notice.

Monetary transactions made to purchase the Service or made within the Service are governed by the respective terms agreed upon between You and the seller at the time of the purchase and thus such transactions are not governed by these Terms.

9. User content

By transmitting or submitting any User Content within the Service, you represent and warrant that such User Content is (a) not in violation of any laws, contractual restrictions or other third-party

rights, and that you have permission from any third party whose personal data or intellectual property the User Content contains; (b) free of viruses, adware, spyware, worms or other malicious code; (c) not harassing and does not offend or aim to offend any groups of people based on their ethnic background, nationality, religion or the like.

Mainframe reserves the right in its sole discretion to monitor, edit or delete any User Content without notice for any reason or for no reason at any time.

You hereby grant to Mainframe an irrevocable, perpetual, transferable, fully paid-up, royalty-free, sublicensable license to your User Content and right to copy, reproduce, modify, create derivative works from, commercialize, publish, distribute, sell, license, publicly display, publicly perform, broadcast, communicate to the public, in any way, your User Content. You further hereby grant to Mainframe the unconditional, irrevocable right to use and exploit your name and any other information included in your User Content without any obligation to you.

10. Disclaimers of warranties

Mainframe provides the Service on an "as is" and "as available" basis for Your use, without warranties of any kind, express or implied. Mainframe does not warrant that You will be able to access or use the Service at the times or locations of Your choosing; that the service will be uninterrupted or error-free, that defects will be corrected, or that the Service are free of viruses or other harmful components.

11. Liability

Provided that We have acted with professional diligence, We do not accept responsibility for any indirect, consequential or incidental or other similar unpredictable damages.

Nothing in these Terms is intended to exclude or limit our liability for death or personal injury caused by our act or negligence, or to affect the consumer's rights based on the mandatory legislation for consumer protection, such as the Finnish Consumer Protection Act.

12. Dispute resolution

These Terms as well as the settlement of any dispute relating to these Terms are governed by the laws of Finland, excluding the rules of the choice of law. These Terms do not limit any legal rights granted to consumers under Finnish consumer protection law. If and to the extent the consumer protection rules of Your country of residence are more favorable to You than the corresponding Finnish rules, You may also invoke the consumer protection rules of the country of Your residence.

Disputes should always, first-hand, try to be solved in agreeance after discussions with both parties. If an agreeance is not possible, the competent courts shall be the courts of Finland. A consumer can also bring legal action in the competent court of its domicile.

If You reside in Finland, You can also take the case to the Consumer Disputes Board (www.kuluttujariita.fi) after having brought it to the consumer advisory service (www.kuluttajaneuvonta.fi).

If You reside within the European Union, You may also choose to use the EU Commission's Online Dispute Resolution Platform to resolve disputes. The platform can be found at <https://ec.europa.eu/odr/>.

13. Severability

In the event any provision or part of these Terms is found to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Assignment

Mainframe may unilaterally assign or delegate these Terms, in whole or in part, to any legal or natural person. You may not assign or delegate any rights or obligations under these Terms without Mainframe's prior written consent. Any such unauthorized assignment shall be deemed invalid.

15. Entire Agreement

These Terms contain the entire agreement and understanding between Mainframe and the User and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. These Terms cover any course of performance and/or usage of the Service.

16. No Waiver

The failure of either party to exercise any right, power or remedy provided under these Terms, or to insist upon compliance by the other party hereto with its obligations hereunder, or any custom or practice of the parties at variance with these Terms, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

17. Force Majeure

Mainframe shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Mainframe, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Mainframe's control such as war, terrorism, riots, acts of civil or military authorities, fire, floods, accidents, strikes, or pandemic or other significant adverse event caused by an infectious disease.

18. Contact information

All contacts to Mainframe can be made using the contact information listed at: <https://themainframe.com/en/contact/>