

USER TERMS

These User Terms (the “**Terms**”) governs your (“**you**”/”**your**”) use of Midjiwan AB’s (Swedish corporate identity number 556847-2053), hereinafter referred to as (“**Midjiwan**”) application, The Battle of Polytopia (“**Polytopia**”). Through use of Polytopia, you agree to and will be bound by these Terms (and shall ensure that any authorized user complies with the Terms). The Terms apply until your use of Polytopia is terminated, or on the date otherwise determined and communicated to you by Midjiwan.

BY INSTALLING, USING OR OTHERWISE ACCESSING POLYTOPIA, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS POLYTOPIA. USE OF POLYTOPIA IS VOID WHERE PROHIBITED.

1. USE OF POLYTOPIA

- 1.1. Polytopia (including the software, if any, and documentation), is provided for free on the App Store or Google Play “as is”. Midjiwan makes no (and you receive no) warranties in connection with Polytopia or modifications or improvements thereto delivered hereunder; express, implied, statutory or in any other provision of these Terms or communication between Midjiwan and you.
- 1.2. Midjiwan aims to provide Polytopia fully available, bug-free and safe, but all use of the Polytopia is at your and the user’s own risk. Midjiwan does not warrant that Polytopia will always be available, secure and without errors or interruptions, delays or imperfections. Midjiwan cannot guarantee that Polytopia is available all the time. As such, Midjiwan cannot be held liable for any damage or disappearance of content in Polytopia.
- 1.3. You may link your Game Center or Google Play Games account (the “**Account**”) to Polytopia or choose to play without linking the Account as a guest. Whether you choose to link the Account or play as a guest, you represent that you are age 13 or older. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. If you link the Account with Game Center or Google Play Games to Polytopia, you shall comply with the terms of service/use for the aforementioned platforms as well as these Terms.
- 1.4. Certain data, such as high scores, online multiplayer games and stats will be registered with your Account. This means that if you delete the application on a device, your data should be available when you access Polytopia at another time and link the Account. However, if you choose not to link your account and play as a guest, the aforementioned data will become inaccessible if Polytopia is deleted from your device. Midjiwan disclaims all warranties and liabilities for loss of data.
- 1.5. If you choose to use Polytopia by linking your Account, such use will encompass Midjiwan’s processing of your personal data. All use and processing of personal data will be made in accordance with Midjiwan’s Privacy Notice, available at midjiwan.com.
- 1.6. Midjiwan specifically disclaims all implied warranties with regard to Polytopia, including warranties of merchantability, noninfringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice. In no event shall Midjiwan be liable for any, incidental or consequential damages, lost profits or lost data, or any other indirect damages even if Midjiwan has been informed of the possibility thereof.

2. OWNERSHIP AND RIGHT OF USE

- 2.1. Midjiwan hereby grants you a personal, non-transferable, non-exclusive right to use Polytopia in accordance with these Terms and Privacy Notice. You acknowledge that Midjiwan retains ownership of all right, title and interest to Polytopia, and the intellectual property rights therein and thereto (including, without limitation, all patent rights, design rights, copyrights, trademarks and trade secret rights).
- 2.2. You agree, in particular, not to:
 - a) copy, modify, or reverse engineer Polytopia software or design, make derivative works based upon Polytopia, or use Polytopia to develop any products or services, without Midjiwan's prior written explicit approval;
 - b) make available, sell, license, rent or transfer Polytopia to any third party.
- 2.3. Midjiwan reserves the right to stop offering and/or supporting Polytopia or a particular game or part of Polytopia at any time, at which point your right to use Polytopia or a part thereof will be automatically terminated. In such event, Midjiwan shall not be required to provide refunds, benefits or other compensation to users.
- 2.4. What is stated in this section 2 shall also fully and without changes apply for all and any user of your account. You will be held fully liable for any breaches of this section 2 caused by a user of your account.

3. IN-GAME PURCHASES AND PAYMENT

- 3.1. Polytopia offers a range of purchasable in-game content, such as playable tribes.
- 3.2. In-game purchases are non-refundable. Midjiwan disclaims all warranties and liabilities for loss of in-game purchases.
- 3.3. Depending on your choice of transaction method, you may be charged additional fees for the transaction or for any other reason by the issuer of your chosen mean of payment. Local taxes may also vary depending on your choice of payment method. For more information about this, please contact the issuer of your choice of payment method.
- 3.4. Unless local mandatory law states otherwise, payment of fees is non-refundable. Refunds will never be made due to non-use of the account.

4. YOUR OBLIGATIONS

- 4.1. You will take full responsibility for and warrant that the use of Polytopia, by you or any user of your Account or device, does not and will not infringe or violate the rights of any third party, including without limitation any intellectual property rights, performer's rights, rights of privacy or publicity, or rights in confidential information.
- 4.2. You and any user of your account shall take any and all reasonable security measures in order to ensure that Polytopia is not harmed through your or any user of your Account or device use of Polytopia. Such measures shall include protection against viruses, spyware and the like.
- 4.3. You undertake to fully compensate and indemnify Midjiwan for all cost and loss caused by your or any user of your Account or device's breach of these Terms and for any liability to pay damages or to reimburse any third-party costs inured by your or a user of your Account's or device's breach of the Terms. This indemnification shall include any legal costs Midjiwan may have as a result of said breach of the Terms.

5. CONFIDENTIAL INFORMATION

- 5.1. You acknowledge that, in the course of using Polytopia, you may obtain information relating to Polytopia and Midjiwan which is of confidential and proprietary nature (“**Proprietary Information**”). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which you know or have reason to understand is confidential, proprietary or trade secret information of Midjiwan. You shall at all times keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as expressly authorized by Midjiwan under the Terms, nor shall you disclose any such Proprietary Information to third parties without Midjiwan’s prior written consent.
- 5.2. You agree to immediately return to Midjiwan, or upon Midjiwan’s request destroy, all Proprietary Information (including copies thereof) in your possession, custody or control, for whatever reason, at any time and for any reason. You shall further certify in writing that all mentioned materials and documentation has been returned or destroyed.
- 5.3. The obligations of confidentiality shall not apply to information which
- a) has entered the public domain, except where such entry is the result of breach of the Terms;
 - b) prior to disclosure hereunder was already in your possession; or
 - c) subsequent to disclosure hereunder is obtained by you on a non-confidential basis from a third party who has the right to disclose such information to you.
- 5.4. What is stated in this section 5 shall also fully and without changes apply for all and any user of your Account or device. You will be held fully liable for any breaches of this section 5 caused by a user of your Account or device.

6. TERM AND TERMINATION

- 6.1. WITHOUT LIMITING ANY OTHER REMEDIES, MIDJIWAN MAY LIMIT, SUSPEND, TERMINATE OR MODIFY ACCOUNTS OR ACCESS TO POLYTOPIA OR PORTIONS THEREOF IF YOU ARE, OR MIDJIWAN SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF POLYTOPIA WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA IN POLYTOPIA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND MIDJIWAN IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.
- 6.2. WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE POLYTOPIA AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING POLYTOPIA IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO

MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

6.3. MIDJIWAN RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

7. MISCELLANEOUS

7.1. The Terms, together with any additional terms and conditions (e.g. terms regarding charges/credits and usage metrics, etc., as set out by Midjiwan), constitutes the entire agreement between you and Midjiwan and thus supersedes all previous understandings, whether oral or in writing, between the parties on the same subject.

7.2. Neither party may wholly or partly assign or pledge its rights and obligations under the Terms to any third party except with the prior written consent of the other party.

7.3. Midjiwan reserves the right, at its discretion, to change, modify, add or remove portions of these Terms, its Privacy Notice and other relevant Midjiwan policies at any time by posting the amended terms in Polytopia or on www.midjiwan.com. You will be deemed to have accepted such changes by continuing to use Polytopia. If at any point you do not agree to any portion of the then-current version of our Terms, the Privacy Notice, or any other Midjiwan policy, rules or codes of conduct relating to your use of Polytopia, your right to use Polytopia shall immediately terminate, and you must immediately stop using Polytopia

7.4. If any provision of the Terms or part thereof is held invalid, this shall not affect the remaining provisions of the Terms.

7.5. A party is relieved from liability for a failure to perform any of its obligations due to any circumstance beyond its immediate control, which impedes, delays, or aggravates any obligation to be fulfilled by said party under the Terms, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labor disputes, blockades, major accidents and currency restrictions.

8. GOVERNING LAW AND DISPUTES

8.1. The Terms and Privacy Notice, shall be construed in accordance with and be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English, unless both parties to the proceedings agree in writing to use Swedish as the language to be used.

8.2. The parties undertake, without any limitation in time, not to disclose the content of any contract negotiations, as well as the presence or content of an arbitration award arising from the Terms or information regarding negotiations, arbitration or mediation arising from the Terms. What is stated in this section 8.2 applies unless otherwise is prescribed by law, statute, authority regulations, stock exchange regulations or good practice on the stock market or otherwise required for the enforcement of a judgement.