

## **End User License Agreement and Terms of Service**

**PLEASE READ THE END USER LICENSE AGREEMENT AND TERMS OF SERVICE (“EULA”) CAREFULLY. This EULA is a binding agreement between FrostyPawsLLC, (“Frosty”) and you (“You”) and governs Your use of (i) the Frosty Game, including updates, additional content and virtual items (the “Game”) and (ii) related online services provided via Frosty’s own network (“Service”).**

**BY CLICKING THE “ACCEPT” BUTTON, OR BY INSTALLING, USING AND CONTINUING TO USE THE GAME, YOU AGREE THAT THIS EULA AND PRIVACY POLICY ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE OT THE EULA OR PRIVACY POLICY, DO NOT USE THE GAME OR SERVICE.**

**You represent that (i) you are of legal age to form a binding contract and (ii) in the event you are acting as an employee of a corporation or other form of organization, you have the authority to bind your employer to the EULA.**

**Frosty reserves the right to change, modify, add or delete terms of this EULA at any time in accordance with the procedure below is Section 11.**

## **1. GRANT OF LICENSE AND LIMITATIONS**

- 1.1 License Grant.** Subject to compliance by You with the terms and conditions of this EULA and additional terms and conditions of the applicable third party platform to which the game is connected by network, such as PlayStation Network, as applicable (the “Third Party Platform”), Frosty grants You a non-exclusive, non-commercial, non-transferable, revocable, personal license (without the right to sublicense) to install and use the game on its intended platform such as the PlayStation 4 system or PC, as applicable. In case You are a corporation or other form of organization, You may allow your employees and customers visiting Your commercial establishment to use the Game on the intended platform solely within such commercial establishment.
- 1.2 Limitations.** You shall not, directly or indirectly, (i) reproduce the Game; (ii) sell, lease, license, distribute, market or otherwise commercialize the Game or any of its parts; (iii) reverse engineer, decompile, disassemble, adapt or create derivative works of the game; (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within the Game; or (v) transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Game, and/or organize, participate in or be involved in any way in an attack on Frosty’s servers and/or the game.
- 1.3 Reservation.** The Game is being licensed, and not sold, to You. The EULA shall confer no title or ownership in the game. All rights not expressly granted under the EULA are reserved by Frosty.

## **2. USE OF SERVICE**

- 2.1 You may access and use the Service in connection with playing the Game and in accordance with (i) this EULA and (ii) the applicable terms of service or subscriber agreement with the Third-Party Platform. You shall adhere to all laws, rules, and regulations applicable to Your use of the service, including the Community Code of Online Conduct as set forth in Section 3 below. You acknowledge and agree that Frosty does not guarantee any service level agreement.**
- 2.2 Frosty may ask You to submit certain personal information in order to create a Frosty account. You agree to provide and maintain true, accurate, complete and current information. If You provide any information that is untrue, inaccurate, incomplete or not current, Frosty has the right to suspend or terminate your Frosty account and refuse any and all current or future use of the Service by You.**
- 2.3 You agree that Frosty may modify or temporarily suspend the Service without prior notice. During any such suspension period, You may be unable to access any information You have stored on the Service or Game. Such suspension may occur when Frosty is conducting regular or emergency maintenance on the Service.**
- 2.4 If You are a PlayStation 4 system user and resident in the SIEA Territory, purchase and use of items are subject to the Network Terms of Service and User Agreement. This Online Service has been sublicensed to You by Sony Interactive Entertainment America.**

### **3. COMMUNITY CODE OF CONDUCT**

**Your online conduct and interaction with other Game players should be guided by common sense and basic etiquette. You shall also adhere to the rules of conduct as set forth in this Section (collectively referred to as the “Community Code of Online Conduct”). Players are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of the Service.**

**The actions that are prohibited include the following:**

- You may not manipulate or inflate usage of the Service**
- You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any user ID that Frosty or its affiliates, in their sole discretion, find offensive, hateful, or vulgar. This includes any content or communication that Frosty or its affiliates deem racially, ethnically, Religiously or sexually offensive, libelous, defaming, threatening, bullying or stalking.**
- You may not organize hate groups.**
- You may not upload, post, stream, or otherwise transmit nay content that contains any viruses, worms, spyware, time bombs, or other compute programs that may damage, interfere with, or disrupt the Service.**
- You may not use, make, or distribute unauthorized software or devices that circumvent any security features or limitations included on any software or devices, in conjunction with the Service, or take or use any data from the Service to design, develop or update such unauthorized software or devices.**
- You may not cause disruption to modify or damage any account, system, hardware, software, or network connect to or provided by the Service for any reason.**
- You may not facilitate, create or maintain any unauthorized server that emulates, or attempts to emulate the servers controlled by Capco or (ii) any connection using third-part programs or tools not expressly authorized by Frosty.**
- You may not attempt to hack or reverse engineer any code or equipment in connection with the Service.**
- You may not take any action that Frosty or its affiliates consider to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material**
- You may not introduce content this is commercial in nature such as advertisements, solicitations, promotions and links to web site.**
- You may not upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing, or that violates third part rights, any law or regulation, or contractual or fiduciary obligations**

- **You may not impersonate any person, including a Frosty or third-party employee.**
- **You may not sell, buy, trade, or otherwise transfer your user id through any means or method, including by use of web sites.**
- **You may not conduct any activities that violate any local, state, federal or foreign laws, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, abusing, harassing, fraud, stealing or using without purchasing. Where payments is required, any content or service and distributing counterfeit software**
- **In addition, the Game and/or service may include functionality designed to identify software or hardware processes or functionality that may give a player a unfair competitive advantage when playing the Game online with other players {"Cheats"}. You agree that:**
  - **You will not create Cheats or assist third parties in any way to create or use cheats.**
  - **You will not directly or indirectly disable, circumvent, or otherwise interfere with the operation of software designed to prevent or report the use of cheats**
  - **You acknowledge and agree Frosty may refuse to allow You to participate in certain online play if You use cheats in connection with the Service or Game.**
  - **You acknowledge and agree that Frosty may report your use of cheats to the Third-Party Platform.**

**Unless otherwise required by law, Frosty is not responsible for monitoring or recording nay activity on the Service, including communications, although Frosty reserves the right to do so and You hereby give Frosty Your express consent to monitor and record Your activities and communications.**

**Frosty may terminate or suspend Your use of the Service, at Frosty's sole discretion and without notice, for any conduct or activity that Frosty believes is a violation of the Community Code of Online Conduct, illegal, constitutes a Cheat, or otherwise negatively affects the enjoyment of the Service. The length of any such suspension shall be in Frosty's sole discretion.**

#### **4. IN-GAME VIRTUAL CURRENCY AND VIRUTAL ITEMS**

- 4.1** In-game virtual currency, consisting of virtual coins, points or similar items, may be (i) purchase from the Third Party Platform using funds from a wallet associated with the Third Party Platform account and in accordance with the terms and conditions imposed by the Third Party Platform or (ii) earned or obtained through the Game. “in-game virtual items”, consisting of digital items such as characters and costume, may be (i) acquired using in-game virtual currency or (ii) earned or obtained through the game.
- 4.2** Frosty reserves the right to manage, regulate, control, modify or eliminate in-game virtual currency or virtual items, including the price thereof, at its discretion, and will have no liability to You or a third party for any of such actions. You have no right, title or interest in or to any in-game virtual currency or virtual items except the following: a limited, personal, non-transferable, non-sublicensable, revocable license to use, solely within the Game, in-game virtual currency and virtual items that You have earned, purchased or otherwise obtained in a manner authorized under the EULA
- 4.3** You agree that the transfer of in-game virtual currency or virtual items is prohibited except where expressly authorized in the game. Also, outside of the game, You may not sell, redeem or otherwise transfer in-game virtual currency or virtual items to any other user of the Game, Frosty or any other Party.
- 4.4** You agree that all sales of in-game virtual currency and virtual items are final and non-refundable, unless Frosty or the third part platform decides in its sole and absolute discretion to provide a refund. You agree that in the event that this Eula, the game or service is terminated for any reason, which may include without limitation our discontinuation for any reason of the applicable portion of the game or service, You will forfeit all in-game virtual currency and items, and Frosty will have liability to You for such forfeiture.
- 4.5** You agree that while You may “earn” “buy” or “purchase” in -game virtual currency and virtual items, You do not legally “own” such virtual currency or virtual items and the amount such virtual currency and virtual items do not refer to any ceit balance of real currency or its equivalent. Any in-game currency balance shown in your account doesn’t not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your limited license.

## **5 . OWNERSHIP**

**Except for the license right granted under this EULA, all title, ownership rights and intellectual property rights in and to (i) the Game (including without limitation, all text, Graphics, music sounds, characters, names, themes, costumes, videos, audio-visual effects and any other elements which are part of the Game, individually or in combination) and any and all copies thereof and (ii) the Service are owned by Frosty. The Game is protected by national and international laws, copyright treaties and conventions and other laws.**

## **6. USER FEEDBACK**

**By submitting Your feedback, impressions, comments, and suggestions relating to the Game (“Feedback”), You acknowledge and agree that: (a) Frosty is not under any obligation of confidentiality, express or implied, with respect to the feedback; for any purpose, in any way, worldwide; (c) Frosty may have something similar to the Feedback already under consideration or in development; (d) the Feedback automatically becomes the property of Frosty without any obligation of Frosty to You, and You hereby irrevocably transfers and assigns, and will irrevocably transfer and assign, to Frosty all copyrights, patents and any other intellectual property rights in and to the Feedback; and (e) You are not entitled to any compensation or reimbursement of any kind from Frosty with respect to any use by Frosty of the Feedback under any circumstances.**

## **7. COLLECTION OF USER DATA**

**In order to provide You with a better game experience, Frosty may collect and store data about You in relation to Your use of the Game and Service, Your connection information and/or Your platform. In addition, certain non-personally identifiable, game usage data (such as actual game plays and summary statistics thereof) are recorded, archived, analyzed and used to create user statistic. All rights to such information, data usage collected from You hereunder shall belong to Frosty.**

## **8. WARRANT DISCLAIMER, LIMITATION OF LIABILITY**

**THE GAME AND SERVICE ARE PROVIDED ON AN "AS IS: AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FROSTY DOES NOT MAKE AND HEREBY DISCLAIMS ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OTHER TERMS INCLUDING AS TO (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY, (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT, (D) NO LOSS OF DATA OR DAMAGE TO YOUR SYSTEM, INTERRUPTIONS DUE TO A LOST CONNECTION TO INTERNET, SOFTWARE OR HARDWARE FAILURES, OR (E) NO DISRUPTION OF YOUR ABILITY TO PLAY THE GAME. CAPCOM DOES NOT WARRANT THAT THE GAME OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE GAME AND SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICE SHALL COMPLY WITH ANY SERVICE LEVEL AGREEMENT. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE GAME OR SERVICE, AND FROSTY'S MAXIMUM LIABILITY UNDER THIS EULA, SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE GAME**

**IN NO EVENT SHALL FROSTY BE LIABLE FOR AN INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE GAME OR SERVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR DATA, HOWEVER CAUSED AND UNDER ANY LEGAL THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICTLY LIABILITY), AND EVEN IF FROSTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH IN THIS EULA**

**BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF IMPLIED WARRANTIES OR LIABILITY, IN SUCH STATES OR JURISDICTIONS, FROSTY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.**



## **9. INDEMNITY**

**You are solely responsible for any damage caused to Frosty as a result of Your violation of this EULA. YOU HEREBY AGREE TO DEFEND, INDEMNIFY FROSTY AND ITS AFFILIATES AGAINST ANY CLAIMS OR ALLEGED CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING ATTORNEYS AND OTHER LEGAL FEES AND COSTS), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE GAME OR SERVICE. Frosty reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify Frosty. The Provision of this Section shall remain in force after termination of this EULA.**

## **10. TERM AND TERMINATION**

**10.1 Term. The EULA is effective upon acceptance by You and terminates when terminated according to the terms of this EULA.**

**10.2 Termination of EULA. You may terminate this EULA, at any time, for any reason, Your rights under this EULA will automatically terminate without notice if You fail to comply with any term or condition under this EULA. Upon termination, Your license to the Game and Service shall terminate, and You may lose all information and data associated with the Game, including in-game virtual currency and/ or virtual items.**

## **11. CHANGES TO EULA**

**Frosty reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal best practice or regulatory reason. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" Link located on Frosty's website. You are responsible for checking this EULA periodically for changes. IF any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 10. Your continued use of the Game following any revision to this EULA constitutes your complete and irrevocable acceptance of any and all such changes.**

## **12 General**

**12.1 Governing Law.** This EULA and any claim, controversy or dispute arising under or related to this EULA will be governed by and construed in accordance with the substantive laws of the United States and the State of California between California resident. Any action or proceeding brought to enforce the terms of this EULA or to adjudicate any dispute arising out of this EULA shall be brought in Los Angeles County, California (if under state law) or the Southern District of California (if under federal law). Each of the parties hereby submits to the exclusive jurisdiction and venue of such courts for purpose of any such action and agree that service of process with respect to any such action or proceeding shall be sufficient if provided in accordance with the provisions of this section 12.1

**12.2 Non-US Residents.** If You are not a U.S resident and using the Game outside of the United States, You may have the benefits of certain rights or remedies under certain laws of your residence. In addition, certain laws of your residence may not allow the exclusion or limitation on liability or limit available remedies in certain situations.

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**12.4 No Waiver.** No failure or delay by Frosty to Exercise any right or remedy provided under this Eula or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by Frosty or by You.

**12.5 Severance.** IF any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect Frosty's initial intentions.

**12.6 RELATIONSHIP OF THE PARTIES.** The relationship of You and Frosty established by this Eula is solely that of independent contractors. Neither party is, nor will be deemed to be, and agent or legal representative of other party for any purpose. Neither party is

**granted any right or authority to assume or to create any obligation or responsibility, express or implies, on behalf of or in the name of the other party.**

**12.7 Entire Agreement. This EULA and the Privacy Policy shall constitute and contain the entire and exclusive understanding and agreement of You can Frosty with respect to the subject.**