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- **The Game**

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rank or status when compared with ordinary Game play. You may not rewrite or modify the user interface or otherwise manipulate data in any way to acquire items, character attributes or beneficial actions not actually acquired or achieved in the Game.

- Otherwise use the Game in any manner that breaches the terms and conditions of the Terms of Use or the Privacy Policy.

If you post recordings of your playing of the Game on sites like Twitch.com, YouTube.com etc. you shall refer to the name of the Game and give Killmonday Games credit as the developer of the Game. Such recordings and postings shall be done in good taste.

Killmonday Games and the platform/service providers can close down your account and stop your access to the Game for any reason, at any time, without notice, including, but not limited to if we believe that You violate these Terms of Use, the Privacy Policy, our policies.

- **Communication and Feedback**

Killmonday Games may from time to time contact you by any appropriate information channel to keep you up to date with news about for example the Game, new products and services, updates, campaigns, promotions, faults, issues relating to technical aspects and/or the usability of the Game, payment methods etc. Killmonday Games may occasionally ask you to provide information on your experiences of playing the Game etc. which will be used to improve the quality and provision of the Game etc. You are not required to provide any ideas, feedback or suggestions (collectively, "Feedback") to Killmonday Games. Any and all information which is submitted by you is submitted voluntarily. To the extent you do provide any Feedback to Killmonday Games, you agree to assign and hereby do assign and/or exclusively licenses all right, title and interest in and to such Feedback to Killmonday Games and acknowledge that Killmonday Games may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you. You can stop the delivery of promotional messages from Killmonday Games by following the specific instructions in promotional messages or by our customer support at contact@killmondaygames.com. These communication choices do not apply to mandatory service communications that are considered part of the Game, which you may receive periodically.

- **Electronic communications**

When you play the Game or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically and communicate with us electronically. We will communicate with you by e-mail or by posting notices in the Game or by any other means Killmonday Games finds suitable. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically (whether by email, posting notice in the Game or otherwise) satisfy any legal requirement that such communications be in writing.

- **Disputes**

Disputes between you and Killmonday Games

OUR GOAL IS TO RESOLVE DISPUTES FAIRLY AND QUICKLY. FOR ALL DISPUTES AGAINST KILLMONDAY GAMES, YOU AGREE TO FIRST CONTACT KILLMONDAY GAMES AND TRY TO RESOLVE THE DISPUTE INFORMALLY BY SENDING A WRITTEN NOTICE OF THE CLAIM ("NOTICE") TO KILLMONDAY GAMES. THE NOTICE TO KILLMONDAY GAMES MUST BE SENT VIA REGISTERED LETTER TO THE ADDRESS LISTED IN SECTION 30 BELOW OR BY EMAIL WITH CONFIRMATION OF RECEIPT. THE NOTICE MUST (A) INCLUDE YOUR NAME, YOUR RESIDENTIAL ADDRESS AND E-MAIL ADDRESS AND / OR MOBILE PHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT; (B) DESCRIBE THE TYPE AND REASON FOR THE CLAIM; AND (C) SPECIFY THE SPECIFIC COMPENSATION SOUGHT. IF YOU AND KILLMONDAY GAMES CANNOT AGREE ON A

SOLUTION TO THE DISPUTE WITHIN 60 DAYS OF RECEIVING SUCH A NOTICE, EITHER PARTY MAY INITIATE LEGAL PROCEEDINGS IN ACCORDANCE WITH SECTIONS 23-26.

User disputes

You are solely responsible for your interactions with other users of the Game. We reserve the right, but have no obligation, to monitor disputes between you and other users.

- **Arbitration**

If you are located within the United States of America, the following applies to you: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association (“AAA”). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

The right to refrain from arbitration. You may choose to waive this arbitration term. Then neither you nor Killmonday Games can demand that the other party take part in arbitration proceedings. In order to refrain, you must inform Killmonday Games in writing about this within 30 days of obtaining notice of this Arbitration section. You must provide the name and address, the e-mail address associated with your Game account (if you have one) and a clear wording that you want to waive the arbitration terms. All requests to refrain from arbitration must be sent to: Killmonday Games AB, Emausvagen 15, 77634 Hedemora, Sweden and marked “Waiver of Arbitration”. If you do not waive this arbitration section it will continue to apply to you.

- **Class action waiver**

YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 23 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- **Claims**

YOU AND KILLMONDAY GAMES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

- **Governing law**

(a) If you are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Sweden, with the district court of Falun (Falu Tingsrätt) as first venue, to resolve any disputes arising out of or relating to this Agreement.

(b) If you are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to these Terms of Use that is not subject to

mandatory arbitration as set forth above in section 23 shall be filed only in the state or federal courts in and for New York County, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

(c) Notwithstanding anything to the contrary, Killmonday Games may apply to any court of competent jurisdiction for injunctive or other equitable relief.

- **Severability**

If for any reason any provision of the Terms of Use shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

- **Modification**

Killmonday Games reserves the right, at its discretion, to update or revise the Terms of Use at any time. Killmonday Games will post such changes in the Game and or forums etc. related to the Game and these additional or revised terms will become part of the Terms of Use. Please check this Terms of Use document periodically for changes. Your continued playing of the Game constitutes your binding acceptance of the Terms of Use, including any changes or modifications made by Killmonday Games as permitted above.

- **Entire agreement, Assignment**

These Terms of Use constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. Killmonday Games may assign its rights under the Terms of Use without notice to you. You may not assign Your rights under the Terms of Use.

- **Disclosure**

The Game and related products and services hereunder are offered by Killmonday Games AB, a Swedish corporation, with registered and business offices at Emausvagen 15, 77634 Hedemora, Sweden. If you have questions or concerns about these Terms or Use, contact us at:

email: contact@killmondaygames.com

Telephone: +46(0)

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