

# TERMS OF SERVICE

Last Updated: January 6, 2026

**IMPORTANT:** Please read these Terms of Service (including all their annexes, collectively the “Terms”) and our Privacy Policy carefully before using any Tilting Point Services (as defined below). Your use of Tilting Point Services constitutes your acknowledgement of and agreement to follow and be bound by these Terms, and if you do not acknowledge or agree to these Terms, you should not, and are not authorized to, access or use any Tilting Point Services. These Terms constitute a binding agreement between you and Tilting Point Media LLC and its affiliates (together, “Tilting Point”, “we” or “us”), and govern all use by you of Tilting Point Services, except as may be otherwise noted in these Terms. Supplemental policies, standards and other terms and conditions may apply to particular Tilting Point Services, in which case these will be made available on the Sites or otherwise within such Tilting Point Services, and are incorporated by reference herein.

## DEFINITIONS

“Services” means any and all services made available by Tilting Point or our affiliates, including but not limited to services accessed through mobile devices and third party social and mobile networks, by means of a browser or by other online communication method, and via websites owned and controlled by Tilting Point or a third party (the “Sites”), including [www.tiltingpoint.com](http://www.tiltingpoint.com) and any official websites for the Software.

“Software” means any and all software applications distributed, published or otherwise made available by Tilting Point or its affiliates including, but not limited to, mobile games, downloadable/installable games for personal computers and entertainment console devices, and games accessed by means of a browser or other online communication method. Software also includes updates and upgrades as well as accompanying manual(s), packaging and associated files, documentation or other materials, and any copies of the foregoing.

“Tilting Point Services” means Software and Services collectively.

## UPDATES TO THESE TERMS OF SERVICE

We reserve the right to make changes to these Terms from time to time in our sole discretion. When we make changes to these Terms, we will post them here and, where feasible, by notifying you through the Tilting Point Services or by other reasonable means. We encourage you to bookmark and review these Terms on a regular basis in the course of using Tilting Point Services. We provide you with access to and use of Tilting Point Services strictly conditioned upon and subject to your compliance with these Terms.

## AUTO-RENEWAL TERMS

Certain Tilting Point Services may offer paid, automatically-renewing subscription plans (“Subscriptions”). Subscriptions automatically renew at the end of each billing period unless you cancel before the renewal date, and by purchasing or activating a

Subscription, you authorize recurring charges to your selected payment method for the applicable Subscription fee and any required taxes. Before you complete your Subscription purchase, the price, billing period, and renewal date for each Subscription will be clearly disclosed, and you must provide affirmative consent (such as by checking a box or tapping a button) to proceed.

Where required by applicable law, you will receive advance notice of any price changes before they take effect, as well as renewal reminders and confirmation and cancellation instructions. Please read any notification of changes carefully. If you do not cancel your Subscription after such notice, then you will be deemed to have accepted those changes. Changes will go into effect upon auto-renewal of your Subscription or the date on which you otherwise explicitly accept any such changes, if earlier.

You may cancel your Subscription at any time through the platform where you purchased it (for example, the App Store, Google Play, Steam, PlayStation, or Xbox). Cancellation will prevent future renewals but does not affect the current Subscription term; you will retain access to Subscription-specific features through the end of the paid period. After cancellation, your Subscription will not renew at the next billing cycle and access to Subscription-specific features will end at expiry.

Unless required by law, Subscription fees are non-refundable once the billing period has started. You must comply with any additional platform-specific requirements regarding Subscription management, cancellation, and refunds.

## **YOUR RESPONSIBILITIES**

### **LAWFUL USE**

You understand and agree that Tilting Point Services may be used only for lawful purposes consistent with their intended uses and in accordance with these Terms, and are available only for your personal, noncommercial use where your use is not prohibited by applicable laws and regulations. Tilting Point Services may require the use of hardware, software, devices, internet and other third party products and services which must be separately obtained by you, and you are solely responsible for obtaining and paying for such products and services including the maintenance and reliability of your internet connection and for any network usage fees, and complying with any associated third party terms and conditions (including their payment terms for purchases related to Tilting Point Services), which may impose further limitations on your use.

### **USERS UNDER 18 YEARS OF AGE**

Most Tilting Point Services are NOT intended for users under 16 years of age (whether or not our content has been rated as appropriate for such ages). Therefore, with the exception of the Services listed here, you are NOT authorized to use Tilting Point Services if you are under 16 years of age. For all Services, if you are between the relevant minimum age and 18, or the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these Terms.

You are responsible for your own interactions and communications, including the transmission, posting, and uploading of information, and are responsible for the consequences of such interactions with and communications to Tilting Point Services.

## **PROHIBITED BEHAVIOR AND USES**

We specifically prohibit any of the following behavior in connection with use of the Tilting Point Services, and users must not use the Tilting Point Services for any of the following:

- Providing any information which is incomplete, false, inaccurate, misleading or not your own
- Engaging in conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation, or that fails to comply with accepted Internet protocols
- Impersonating another user or interfering with any other user's use of the Tilting Point Services
- Creating multiple accounts (unless expressly permitted in relation to any specific Tilting Point Service under any Supplemental Document), or misusing multiple accounts to gain an advantage or circumvent game rules
- Communicating, transmitting, or otherwise providing material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it
- Communicating, transmitting, or otherwise providing material that reveals trade secrets, unless you own them or have the permission of the owner
- Communicating, transmitting, or otherwise providing material that infringes on or violates any other intellectual property, privacy, publicity or contractual right of another
- Communicating, transmitting, or otherwise providing material that constitutes illegal, unsolicited, inappropriate, libelous, defamatory, obscene, offensive, threatening, sexually explicit, or otherwise harassing content, content that incites violence, or content that exploits or is harmful to minors
- Engaging in hate speech or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or any other protected characteristic
- Trolling, bullying, stalking, harassment, or communicating, transmitting or providing any other abusive material or content, including any conduct that targets or exploits users under 18
- Communicating, transmitting, or transferring (by any means) information or software derived from Tilting Point Services to foreign countries in violation of any applicable export control laws
- Attempting to interfere in any way with Tilting Point Services or our networks or network security (or those of our business partners), or attempting to use Tilting Point Services to gain unauthorized access to any other computer system
- Communicating, transmitting, or otherwise providing material that is in violation of applicable laws or regulations
- Harassing, threatening, insulting, defrauding, stalking, or posing as any other users or any employees or contractors of Tilting Point, our affiliates, or any of our business partners. Harassment also includes: revealing someone's personal information ("doxxing"), wishes for physical harm directed at someone, or incitement of others to do any of the above

- Making offers, advertisements or proposals for goods, services or other commercial activities to be supplied outside of Tilting Point Services
- Revealing private messages or content, or personal information of any person, including but not limited to users under 18
- Making or attempting to make chargebacks for paid services without following our Refunds Policy (please see Annex 1)
- Using Tilting Point Services for anything other than their intended purpose or in any manner inconsistent with their intended use
- Using Tilting Point Services in violation of applicable laws and regulations, these Terms or any terms and conditions of third party products, services and platforms that are used in conjunction with Tilting Point Services
- Using usernames that infringe any of the above rules
- Engaging in any of the above behaviors on our Sites, forums, private or public in-game chat, or our social media channels
- Assisting, permitting or encouraging any party in engaging in any of the activities described above

If you are concerned about any content or user behavior on any Tilting Point Service, please send a private message to a moderator or the relevant support channel. We do not normally intervene in disputes between users but may take any actions we deem appropriate if we are informed of a breach of these Terms or applicable laws.

## **SECURITY RULES**

Violations of computing, system or network security may result in civil or criminal liability. We will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting any user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security and integrity of Tilting Point Services, including, without limitation, the following:

- Accessing data not intended for you or logging on to our servers or accounts, which you are not authorized to access
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt)
- Attempting to interfere or interfering with or causing excessive use of the operation of Tilting Point Services, our provision of services to any other users or visitors to our Sites, our hosting provider or our network, including, without limitation, via means of submitting a virus or malware to the Sites, overloading, “flooding”, “mailbombing” or “crashing” the Sites
- Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission or posting to Tilting Point Services
- Deciphering, decompiling, disassembling, reverse engineering or otherwise attempting to derive any code or underlying ideas or algorithms of any part of the Tilting Point Services
- Using, developing or distributing any “bot”, spider, unauthorized script, unauthorized scraper or offline reader, or any other cheat, exploit, mod, bot, hack or the like, or any unauthorized third party software designed to modify or interfere with or provide automated access to or use of the Tilting Point Services (including for data mining or the purposes of accumulating “digital” or “virtual

goods” or “virtual currency” or bypassing features that otherwise require payment). All suspected or actual errors, bugs or vulnerabilities in Tilting Point Services must be reported to a moderator or support channel

- Accessing the Tilting Point Services through an unauthorized hardware or software interface, including through the use of emulation software
- Abuse or spamming of, or presentation of false reports to moderators or support channels
- Assisting, permitting or encouraging any party in engaging in any of the activities described above

If you create any accounts with us or with third party services for use with Tilting Point Services, you are responsible for maintaining the security of your credentials, password, payment details and other sensitive information for the account, and you agree to pay all fees or charges incurred by such account, including applicable taxes, at the time the applicable fee or charge becomes payable. You are fully liable for all fees and charges made through your account when they are made, all such transactions are final, and, subject only to our Refund Policy attached to this Policy as Annex 1, there are no refunds, transfers or exchanges.

## **INTERNATIONAL USE**

We control and operate the Tilting Point Services from the United States, and process information within the United States. We do not represent that materials available through Tilting Point Services are appropriate or available for use in other locations. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Tilting Point Services.

Software may be subject to export controls under the laws and regulations of the United States and other jurisdictions. By visiting, accessing, downloading, installing or otherwise using Tilting Point Services, you acknowledge that you are not a national of, or resident within, any of the countries that are subject to trade embargo under these laws and regulations, or listed on any of the United States Government’s lists of prohibited and restricted parties.

## **PROPRIETARY RIGHTS**

No material provided through Tilting Point Services may be copied, reproduced, republished, uploaded, posted, transmitted, broadcast or distributed in any way, except as specifically permitted pursuant to these Terms. The Tilting Point Services, including all of their information and contents, such as names, logos, designs, text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages and software (collectively, “Materials and Content”), are Tilting Point property or that of our partners or licensors and are protected by patent, trademark and/or copyright under United States and/or foreign laws. Except as otherwise provided in these Terms, by the Software or on the Sites, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials and Content from Tilting Point Services in whole or in part, for any public or commercial purpose without our specific prior written permission.

## **LIMITED LICENSE**

We grant you a personal, limited, non-exclusive, revocable, non-transferable, license (without right to sublicense) to access Tilting Point Services (including by downloading applicable Tilting Point software, which are licensed and not sold to you) and to use the products and services expressly made available to you therein in accordance with these Terms. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to modify such products and services and to terminate, change, suspend or discontinue any aspect of Tilting Point Services, including, but not limited to, their Materials and Content as well as features, pricing (including pricing and availability of Digital Goods, as defined below) and/or availability of Software, and we will not be liable to you or to any third party for doing so. "Digital Goods" means any digital or virtual items, goods, currency, or content, including, but not limited to, "digital" or "virtual goods" or "virtual currency," characters, emotes, outfits, experiences made available by Tilting Point or its affiliates through Tilting Point Services. All Digital Goods are provided solely under a limited, revocable, non-exclusive, non-transferable license (the "License") to access and use such Digital Goods in accordance with these Terms.

We reserve the right to impose and enforce additional rules for and limits on use of Tilting Point Services or restrict your access to part, or all, of Tilting Point Services without notice or penalty, including by terminating any user accounts for engaging in prohibited conduct or otherwise violating these Terms. We have the right to change these rules and/or limitations at any time, in our sole discretion.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

As between you and us (or any other entity or person whose intellectual property is available through the Tilting Point Services), we (or the respective entity or person) are the sole and exclusive owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site, and are the copyright owner or licensee of the Materials and Content on the Tilting Point Services, unless otherwise indicated. All such Materials and Content, along with the copyrights, trademarks, service marks, trade dress and/or other intellectual property and proprietary rights therein, as between you and us, are owned by us or their third party owner and may be registered in the United States and internationally. You agree not to display or use such Materials and Content in any manner inconsistent with these Terms without our prior permission, and nothing within Tilting Point Services should be construed to grant any ownership interest in or any license or right to use any such Materials and Content (including any "digital" or "virtual goods" or "virtual currency") inconsistent with these Terms and without our prior written consent.

To the fullest extent permitted under applicable law, you may not sell, purchase (i.e., obtain a license to), trade, gift, lease, sublicense, pledge, assign, barter, or otherwise transfer or dispose of any licensed content (including Digital Goods) for any real-world currency, goods, or services, whether inside or outside of Tilting Point Services. DIGITAL GOODS ARE NOT THE SAME AS CASH, GIFT CARDS, OR BANK ACCOUNTS AND CANNOT BE EXCHANGED FOR REAL CURRENCY OR OTHER ITEMS OUTSIDE THE TILTING POINT SERVICES. You are also prohibited from advertising, brokering, or facilitating such transactions, including through secondary

markets, third-party platforms, or any other non-authorized channel. For clarity, all references to "purchase," "buy," "sale," or similar terms in connection with Digital Goods refer to the grant of a limited, revocable license to access and use such Digital Goods, and do not convey any ownership interest.

Except as otherwise provided herein, use of the Tilting Point Services does not grant you a license to any Materials and Content or features you may access through Tilting Point Services, and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Materials and Content, features or materials, in whole or in part. Any commercial use of Tilting Point Services is strictly prohibited, except as expressly allowed herein or otherwise expressly approved by us. You may not download or save a copy of any of the Materials and Content for any purpose except as otherwise provided by us. If you make use of Tilting Point Services, other than as provided herein, in doing so you may violate copyright and other laws of the United States and/or other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use. All Materials and Content are protected by law including, but not limited to, copyright and trademark law.

## **COMMUNITY VIDEOS PERMISSION**

We at Tilting Point are supportive of our fans and players who produce videos and live streams, including commentary, feedback, how-to's, previews, and reviews of our games, for sharing on YouTube, Twitch.tv or other community-based video/streaming sites, whether ad-supported or monetized. Therefore, notwithstanding the general limited license above, if you are one of these users, we grant you an additional limited permission for your reasonable use of in-game audio and video from Tilting Point's games in your video or stream, for which we encourage and greatly appreciate links from your presentation to the game's webpage and app storefronts where the game is available for purchase. You must not include unlicensed music, third-party assets, or other non-Tilting Point material in your content unless you have secured all necessary rights or permissions. Your use is subject to our right to require prompt removal of your content upon our request and to cancel or revoke this permission at any time for any reason without liability to you, including but not limited to misleading content, violation of these Terms, or infringement of third -party rights, without liability to you. You must comply with the rules and policies of the platform where your content is posted. You remain solely responsible for any third-party claims related to your content. If you have questions about whether your specific community-related use of content is permissible under this part of the Terms, please reach us via the "Contact" page at [www.tiltingpoint.com](http://www.tiltingpoint.com).

## **USER CONTENT**

### **OUR RIGHTS TO USE**

Any and all content, comments, usernames, feedback, suggestions, ideas, concepts, questions or other communications (collectively "User Content") that you submit to us through Tilting Point Services will be deemed non-confidential and non-proprietary. By submitting any User Content, you grant to us a perpetual, irrevocable, royalty-free, worldwide, fully sublicensable and transferable license to copy, publish, broadcast, translate, modify, create derivative works from, distribute, reproduce or use the User

Content in any commercial or non-commercial manner whatsoever. We will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services that incorporate or otherwise rely upon such information. We shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content, or respond to any User Content. Nonetheless, we shall be entitled to delete or remove any User Content from Tilting Point Services that we, in our reasonable discretion, believe to be in breach of any applicable laws or regulations, third party rights, or these Terms.

## **YOUR REPRESENTATIONS**

By submitting User Content, you represent and warrant that you have all necessary authorization and right to submit the User Content to us and the User Content does not breach these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold us and our affiliates and our and their respective directors, officers, employees, agents, business partners and content and service providers, harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party. Please DO NOT provide any User Content to us for which you do not wish to grant us the foregoing rights in or make the representations and warranties in accordance with the above.

## **POTENTIAL PARTNERSHIPS**

Notwithstanding the foregoing, if you are an independent game developer and wish to formally submit a game partnership proposal for your own game in process that meets our guidelines and is unrelated to Tilting Point Services, for our consideration as a separate submission, please reach us via the "Contact" page at [www.tiltingpoint.com](http://www.tiltingpoint.com).

## **PRIVACY POLICY**

Notwithstanding anything else to the contrary contained in these Terms, our use of any personally identifiable information you provide via Tilting Point Services will be governed by our Privacy Policy. For further information regarding our processing and use of your personal information, please refer to our Privacy Policy, which can be reviewed at <http://www.tiltingpoint.com/privacy-policy/>.

## **DISCLAIMERS AND LIMITATION OF LIABILITY**

### **DISCLAIMER**

You assume all responsibility and risk with respect to your use of Tilting Point Services, which are provided on an "AS IS" and "AS AVAILABLE" basis in all respects. Tilting Point Services are provided for informational, educational, or entertainment purposes only. TILTING POINT DISCLAIMS, AND YOU HEREBY IRREVOCABLY WAIVE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA TILTING POINT SERVICES ( INCLUDING WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES

PROVIDED ON OR THROUGH TILTING POINT SERVICES, ALL OF WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND), INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE TILTING POINT SERVICES OR THEIR FUNCTIONS OR THE CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE TILTING POINT SERVICES WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH TILTING POINT SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH TILTING POINT SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE THEIR USE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF TILTING POINT SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **NO RESPONSIBILITY FOR THIRD PARTY ADVERTISING**

Some of the Tilting Point Services may include advertisements for, or links to, third party websites, content, goods, promotions, or services ("Third Party Advertising"). Tilting Point is not responsible for, nor control directly the content of, any Third Party Advertising, and the inclusion of such Third Party Advertising in the Services does not mean that we either endorse or approve of such Third Party Advertising or the websites, content, goods, promotions, services, or business practices of the third party providers of such Third Party Advertising.

#### **NO WARRANTIES**

We make no warranties of any kind regarding any Materials and Content not owned by Tilting Point, including any products or services to which you may be directed, linked or otherwise connected from Tilting Point Services, and you understand and agree that we are not responsible or liable for any such content, information, products or services originating from or provided by a third party, including their availability and functionality. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on or through Tilting Point Services. If any Tilting Point Services have been authorized by us for distribution through a third party service through which you have downloaded and/or are accessing Tilting Point Services, you understand and agree that: (a) in addition to these Terms between you and us, you are responsible for complying with such service provider's terms and conditions, which are between you and such service provider, and (b) neither Tilting Point nor such service provider is responsible or liable to you for the other's products and services, including with respect to any product liability, infringement, support, maintenance, functionality or availability of the other's products and services.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL TILTING POINT, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE TILTING POINT SERVICES OR THE MATERIALS AND CONTENT OR FUNCTIONALITY OR FEATURES ON OR ACCESSED THROUGH THE TILTING POINT SERVICES, AS WELL AS ANY THIRD PARTY PRODUCTS, SERVICES, MATERIALS OR CONTENT THAT MAY BE ACCESSED ON OR THROUGH TILTING POINT SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, INCLUDING WITHOUT LIMITATION TO ANY DEVICE OR OTHER DIGITAL CONTENT, EVEN IF TILTING POINT OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY TILTING POINT SERVICES IS TO CEASE USING THE APPLICABLE TILTING POINT SERVICES AND CANCEL ANY RELATED ACCOUNTS. UNDER NO CIRCUMSTANCES WILL THE TOTAL COMBINED LIABILITY TO YOU OF TILTING POINT, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS OR CONTENT OR SERVICE PROVIDERS, ARISING OUT OF OR IN CONNECTION WITH THE TILTING POINT SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO TILTING POINT IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE TILTING POINT SERVICES. SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## **INDEMNITY**

You agree to defend, indemnify and hold Tilting Point, together with its affiliates and its and their respective directors, officers, employees, agents, business partners and content and service providers ("Tilting Point Third Party Beneficiaries"), harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of Tilting Point Services, your violation of the Terms or the posting or transmission of any materials on or through Tilting Point Services by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third party proprietary right. You agree that the Tilting Point Third Party Beneficiaries are express third party beneficiaries of these Terms and have the right (and are deemed to have accepted the right) to enforce these Terms against you as third party beneficiaries.

## **PLATFORM-SPECIFIC TERMS**

If you access or purchase Tilting Point Services through a third-party platform (such as the Apple App Store, Google Play Store, Steam or similar), you acknowledge and agree as follows: (a) the platform is not responsible for providing any maintenance or support for Tilting Point Services, makes no warranties regarding Tilting Point Services, and has no obligation to provide updates, maintenance, or support to the fullest extent permitted by law; (b) the platform will not be liable for any claims or losses related to Tilting Point Services, including but not limited to product liability, consumer protection, regulatory, or legal compliance claims; (c) you must comply with all applicable platform rules and policies regarding your account, payment, content, and conduct, and Tilting Point is not responsible for any enforcement action taken by a platform; (d) the platform and its affiliates are express third-party beneficiaries of these Terms and may enforce these Terms against you to the extent permitted by law.

## **GOVERNING LAW AND DISPUTES**

These Terms will be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions. This does not affect your statutory rights as a consumer to available protections under the laws of your home country.

Any dispute, claim, or controversy arising out of or relating in any way to these Terms, your use of Tilting Point Services, or any transaction with Tilting Point (each, a "Dispute") must in the first instance be raised with our support team for informal resolution. If not resolved informally, any Dispute will be resolved exclusively by confidential and binding arbitration conducted on an individual basis in New York, New York. However, if you have in any manner violated or threatened to violate any of our intellectual property or other proprietary rights in Materials and Content, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York. You consent to exclusive jurisdiction and venue in these courts, except where applicable consumer laws require the jurisdiction of another court or another dispute resolution method. Any arbitration under these Terms will be conducted under the then-prevailing rules of the American Arbitration Association. The arbitrator will have exclusive authority to resolve all Disputes, including those relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement. The arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by law, you and Tilting Point agree that any Dispute will be resolved only on an individual basis and not in a class, consolidated, or representative action. You may opt out of this arbitration agreement by sending written notice to Tilting Point at the address provided in these Terms within 30 days of first accepting these Terms. Opting out will not affect any other provisions of these Terms.

## **NOTICE TO CALIFORNIA RESIDENTS**

Pursuant to Cal. Civil Code § 1789.3, please note that (a) Tilting Point is located at 360 NW 27th St, Miami, FL 33127, United States, (b) fees and charges for Tilting Point Services vary depending on the services selected by you, and (c) if you wish to contact

us in connection with a complaint regarding Tilting Point Services or desire further information on use of Tilting Point Services, you may correspond by mail or refer to our “Contact Us” page accessible from [www.tiltingpoint.com](http://www.tiltingpoint.com) or our official support web page for the relevant Tilting Point game. For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 “R” Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

## **SEIZURE AND PHOTOSENSITIVITY WARNING**

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights, including some visual effects that may be present in video games. These symptoms may occur even in individuals with no prior history of epilepsy or photosensitivity. If you or any member of your family has a history of epilepsy or photosensitive conditions, you should consult a physician before using Tilting Point Services. Immediately discontinue use and consult a physician if you experience any symptoms such as dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, involuntary movement, or convulsions while playing. Children and teenagers may be more susceptible to these symptoms. Please exercise caution and ensure that you use Tilting Point Services in a well-lit room, take regular breaks, and stop use immediately if any of the above symptoms occur.

## **GENERAL**

### **ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and us and govern your use of Tilting Point Services, and they supersede any prior agreements between you and us. You also may be subject to additional terms and conditions that are expressly applicable to certain parts of Tilting Point Services, which are incorporated by reference herein, and in the event of any conflict between these Terms of Service and such additional terms and conditions, we will resolve the conflict in our sole discretion.

### **SANCTIONS AND TERMINATION**

We may terminate this Agreement or permanently or temporarily deny you access to or restrict your use of Tilting Point Services at any time (including by terminating user accounts for Tilting Point Services), and deduct, reclaim or otherwise cancel your rights to use any licensed content (including Digital Goods) immediately and without notice from us or any liability on our part, in our sole discretion, e.g. if we consider that you have failed to comply with any provision of these Terms or any Supplemental Documents, or if for any reason we cease to provide the relevant Tilting Point Service.

While we reserve the right to suspend or terminate your access in our sole discretion, in most cases we may first issue warnings or temporary suspensions before permanent account closure, depending on the severity of the violation.

Upon termination for any reason, you will forfeit all access to your account, including any licensed content (including Digital Goods.)”) and the licenses granted to you under

this Agreement shall immediately terminate. No refunds or compensation will be given, except as required by applicable law or as otherwise expressly provided in these Terms or the Refund Policy.

You may terminate this Agreement at any time by (1) stopping your use of the Tilting Point Services and your account; (2) destroying or deleting all copies of any Materials or Content in your possession; and (3) deleting your account.

## **RELATIONSHIP OF PARTIES**

You agree that no joint venture, partnership, employment, or agency relationship exists between us and you as a result of this Agreement or your use of Tilting Point Services.

## **LIMITATION OF CLAIMS**

Any claim or cause of action you may have with respect to us or Tilting Point Services must be commenced within one (1) year after the circumstances giving rise to the claim or cause of action arose and in accordance with these Terms.

## **WAIVER; SEVERABILITY**

Any failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. The invalidity of any term, condition or provision in these Terms will not affect the enforceability of those portions of the Terms deemed enforceable by applicable courts of law.

## **NO ASSIGNMENT**

You may not assign the Terms or any of your rights or obligations under the Terms without our express written consent. The Terms inure to the benefit of our successors, assigns and licensees.

## **EFFECT OF SECTION TITLES**

The section titles in these Terms are for convenience only and have no legal or contractual effect.

## **CONTROLLING LANGUAGE**

These Terms may be provided as a courtesy in multiple languages; however, the English language version shall control in the event of any ambiguity between the English version and a version provided in another language.

## **CONTACT US**

To contact us with any questions or concerns in connection with these Terms or Tilting Point Services, or to provide any notice under these Terms to us, please refer to our "Contact" page accessible from [www.tiltingpoint.com](http://www.tiltingpoint.com).

## **ANNEX 1: REFUND POLICY**

This refund policy applies only to items (including Digital Goods) licensed directly from our official webstore. If you obtained a license to Digital Goods or downloaded them from an app store, then you will need to check the relevant app store terms and conditions and contact them in order to request a refund.

Certain platforms, other users, or other third parties may sometimes offer “digital” or “virtual goods” or “virtual currency” which may or may not work with Tilting Point Services. We do not endorse any such unofficial sources, and are not responsible for refunding purchases made from any such third party.

We may refund licenses to Digital Goods obtained from our official webstore with real money within 14 days of the license grant, as long as the Digital Good has not been claimed, opened, or used in any way.

Otherwise, unless the Digital Good is faulty or not as described (in which case you should reach out to us and we will perform an internal assessment and either confirm that a Digital Good was faulty or not as described, or reject your claim and explain why), then we do not allow refunds, except as required by applicable law. For example, refunds are not normally available if:

- The item was not used, but more than 14 days have passed since purchase,
- The item was used, even partially, within the 14-day period,
- The item was delivered or activated immediately after purchase (e.g. instant bonus packs or subscriptions) with your express consent and acknowledgement that you thereby lose your right to withdraw or cancel, as permitted by applicable law,
- The item includes additional benefits or bundled rewards that were already applied to your account.

If you'd like to request a refund, please contact customer support and include the following information:

- A screenshot showing your in-game nickname (Leader Name) and your Leader ID (you can find this info on your in-game profile page).
- A receipt or order number for the relevant purchase.
- In the EU/EEA/UK, you can also complete and paste the following form into your request to withdraw from the license to Digital Goods:

(complete and return this form only if you wish to cancel a purchase)

- To Tilting Point Media LLC:
- I hereby give notice that I cancel my order for the the following service/purchase: [insert name of item + order number]
- Ordered on [date]

- Your in-game username: \_\_\_\_\_
- Date: \_\_\_\_\_

### Unauthorized Refunds

You are responsible for all purchases and charges made through your account or payment methods, including activity by others who access your account or devices. We take unauthorized or abusive refund or chargeback behavior seriously. If we suspect that a player has abused the refund process, we reserve the right to deny a refund request and to permanently suspend or terminate their account in our sole discretion.