



TERMS OF AGREEMENT. IMPORTANT LEGAL NOTICE!

Please read the following agreement before select "I accept" Button. This End User License Agreement (Terms of Agreement) is between you as the end user and Hoplon Infotainment S.A.

If you do not agree with all of the terms of this End User License Agreement, you must click the "I reject".

By clicking the "I accept" button (for PC) **or by installing**, copying or otherwise using the software product (as defined below) you agree to be bound by the terms of this agreement, and represent and warrant to Hoplon that you have read this agreement, understand it, and that you are at least twelve of age (even if you are entering into this agreement on behalf of an authorized user who is at least thirteen years of age.

If you purchased this game or other digital content from a third-party retailer or distributor, refunds for the software product are governed by that retailer's or distributor's refund policy. If you purchased the software product directly from Hoplon and not from a retailer or distributor, and you reject the terms of this agreement within thirty calendar day after your purchase, you may be eligible and you case Will be handle by Hoplon finance team.

The terms of this agreement may be amended, supplemented, or modified at any time by Hoplon on its sole discretion, including, without limitation, when Hoplon updates or upgrades the software product, effective upon prior notice as follows:: Hoplon will post the revised version of this Agreement on the legal page of the official Hoplon website located at <<http://.heavymetalmachines.com>> and may provide such other notice as Hoplon may elect in its sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement in accordance with **Section 9** below. Your installation and use of any of Hoplon's updates, upgrades, or modifications to the Software Product or your continued use of the Software Product following notice of changes to this Agreement shall conclusively demonstrate your acceptance of such changes. Hoplon may change, modify, suspend, or discontinue any aspect of the Software Product at any time. Hoplon may also impose limits on certain features or restrict your access to parts or all of the Software Product without notice or liability.

2. SCOPE OF AGREEMENT

This Agreement is a legal contract between you and Hoplon for the game accompanying this Agreement, which includes the interactive entertainment software product entitled "HEAVY METAL MACHINES" in object code format only, and the associated media, Documentation, and Updates, if any, provided by Hoplon to you and for which

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Brazil



you are granted a license pursuant to this Agreement (collectively, the "Software Product"). As used in this Agreement, "Documentation" shall mean the Online Terms of Service and Use Agreement (the "Terms of Use") and the Online Privacy Policy (the "Privacy Policy"), both of which are available from the legal page of the official Hoplon website located at <http://heavymetalmachines.com>, as well as any User Manual(s) that Hoplon makes generally available to licensees of HEAVY METAL MACHINES. As used in this Agreement, "Updates" shall mean any and all patches, modifications, updates, and upgrades with respect to the Software Product that Hoplon makes generally available to licensees of HEAVY METAL MACHINES. The Software Product may only be played by obtaining from Hoplon access to the HEAVY METAL MACHINES game service (the "Service"), which can be done by visiting <http://www.heavymetalmachines.com> (the "Site") or through an authorized distribution channel otherwise provided by a third party and approved by Hoplon (e.g., Microsoft Corporation, Valve Corporation, Sony Computer Entertainment), either of which is subject to a separate the Terms of Use and will require you to setup an account with Hoplon as well as Hoplon's third party payment provider(s). The Terms of Use are incorporated into this Agreement by reference. You may access the current version of the Terms of Use at <http://heavymetalmachines.com>. The Terms of Use are subject to change by Hoplon with or without notice. The Software Product and any and all copies and derivative works of the Software Product are the proprietary and copyrighted work of Hoplon. Any use, reproduction, modification, or distribution of the Software Product not expressly authorized by the terms of this Agreement is expressly prohibited. All rights in and to the Software Product not granted herein are hereby expressly reserved by Hoplon. Any permitted user-generated content based on or included in the Software Product, through the "Steam Workshop" or otherwise, constitutes a derivative work of the Software Product and Hoplon retains all right, title, and interest therein.

3. LIMITED USE LICENSE.

By clicking the "I ACCEPT" button (for PC) and subject to the terms and conditions of this Agreement, you may install the applicable software comprising of the Software Product (the "Game Software") onto your computer or applicable hardware device, solely for purposes of playing the Software Product by registering for and accessing an account with the Service at the Site (the "Account"). Subject to your agreement to and full ongoing compliance with the terms and conditions of this Agreement, Hoplon hereby grants to you a limited, non-exclusive, non-transferable license to (a) install one copy of the Game Software on one or more computers and/or applicable hardware devices owned by you or under your legitimate control, and (b) use the Game Software in conjunction with the Service solely for your lawful and non-commercial entertainment purposes. You may install the Game Software on multiple computers and/or applicable hardware devices owned by you or under your legitimate control, but you may only play the Software Product on one computer or one applicable hardware device at any single point in time. All use of the Game Software is subject to the terms and conditions of this Agreement and the Terms of Use, both of which you must accept before you can use your Account to play the Software Product. You agree that Hoplon is not transferring title to the Software Product to you and that this license shall not be considered a "sale" of the Software Product.

4. LICENSE RESTRICTIONS AND LIMITATIONS.



The limited, personal use license granted to you in **Section 3** is subject to the following restrictions and limitations, as well as all other terms and conditions of this Agreement (collectively, the "License Limitations"). You agree that you will not, under any circumstances:

- a. Sell, sublicense, assign, rent, lease, or otherwise transfer the Software Product, except as expressly permitted by this Agreement;
- b. Reverse engineer, decompile, disassemble, or otherwise derive source code from the Software Product or reduce the Software Product to a human-readable form, except to the extent that such actions are expressly permitted by applicable law;
- c. Copy, photocopy, or reproduce the Software Product, in whole or in part; provided, however, that you may make one (1) copy of the Game Software and the User Manual for archival purposes only;
- d. Modify, translate, or create derivative works based on or utilizing the Software Product, Service, or Software Product experience, or any portion thereof;
- e. Remove or tamper with any copyright, trademark, or other proprietary notices contained in or relating to the Software Product, Service, or Game experience, or any portion thereof;
- f. Use cheats, automation software (bots), hacks, mods, or any other unauthorized third-party software, tools, or content designed to or capable of modifying the Software Product, the Service, the Site, the HEAVY METAL MACHINES experience, or any portion thereof;
- g. If any unauthorized third-party software that intercepts, "mines," or otherwise collects information from, within, or through the Software Product or Service, including, without limitation, any software that reads areas of RAM used by the Software Product to store information about a character, in-game items, or the Software Product environment; provided, however, that Hoplon may, in its sole discretion, allow the use of specified third party user interfaces and/or permit certain "data-mining" activities on a case-by-case basis;
- h. Modify, or allow or cause to be modified, any files that are a part of the Game Software in any way not expressly authorized by Hoplon in writing in each instance;
- i. Host, provide, or develop matchmaking services for the Software Product or Service or intercept, emulate, or redirect the communication protocols used by Hoplon in any way, for any purpose, including, without limitation, unauthorized play over the Internet, network play, or as part of content aggregation networks;
- j. Facilitate, create, or maintain any unauthorized connection to the Software Product or Service, including, without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; or (ii) any connection using programs or tools not expressly approved by Hoplon in writing in each instance;
- k. Create any other software or content that incorporates the Software Product or Service, or any portion thereof; or
- l. Sell, grant a security interest in, or transfer reproductions of the Software Product to other parties in any way not expressly authorized herein, or rent, lease, or license the Software Product to others.

5. TERMS OF USE.

You must accept the Terms of Use and create an Account in order to access the Service and play the Software Product. The Terms of Use governs all aspects of gameplay. You may view the current Terms of Use here: <http://heavymetalmachines.com>. In case you may use

Steam Platform, by download our product we Will also assume that you agree with the "Terms of Use".



6. INTELLECTUAL PROPERTY RIGHTS.

- a. The Software Product is protected by copyright laws and international copyright treaties, conventions, and other applicable law. As between you and Hoplon, Hoplon shall exclusively.
Retain all right, title, and interest in and to the Software Product, the Service, the Site, your Account, and any and all modifications and improvements thereto and copies and derivative works thereof, including, without limitation, any Software Product content, Updates, and Documentation provided to you. The Software Product may contain materials licensed by third parties, and the licensors of those materials may enforce their rights in the event of any violation of this Agreement. You will not obtain any ownership rights whatsoever in your Account, the Software Product, the Service, the Site, your Account or game content, Updates, or Documentation.
- b. HEAVY METAL MACHINES®, and certain related names and logos are the registered trademarks or trademarks, service marks, and/or trade names of Hoplon. These and all other trademarks, service marks, and trade names used by or in connection with the Software Product (the “Marks”) are proprietary rights owned by Hoplon or its licensors.
- c. As between you and Hoplon, you acknowledge Hoplon’s exclusive rights in and to the Software Product and that the Software Product is unique and original to Hoplon and that Hoplon is the exclusive owner thereof. Unless otherwise permitted by law, you shall not, at any time during or after the effective term of this Agreement, dispute or contest, directly or indirectly, Hoplon’s exclusive right, title, and interest in and to the Software Product or the validity thereof. You agree to promptly assign to Hoplon any and all rights that you may obtain in or to the Software Product arising under applicable law and you hereby appoint Hoplon as your attorney in fact for such purpose.

7. PRE-LOADED SOFTWARE.

The media on or method by which the Game Software is distributed may contain additional software and/or content for which you do not have a license (the “Locked Software”), and you agree that Hoplon may install the Locked Software onto your computer or applicable hardware device during the Game Software installation process. You also agree that you will not access, use, distribute, copy, or display the Locked Software, unless and until you receive from Hoplon (a) a license to use that Locked Software; and (b) if and where applicable, a valid alphanumeric key with which to unlock it. If you receive a license and/or a key from Hoplon, you may only unlock those portions of a single copy of the Locked Software for which you received a license, and the License Limitation set forth in **Section 4** shall apply. The terms of any End User License Agreement displayed after the Locked Software is unlocked will replace and supersede this Agreement, but only with regard to the Locked Software for which you receive a license. Notwithstanding anything to the contrary herein, you may make one (1) copy of the Locked Software for archival purposes only.

8. CONSENT TO MONITOR.

When running, Hoplon may monitor your use and play of the software product and collect data regarding your use and play of the software product. In addition, the software product and any related Hoplon services may monitor each of your hardware device’s random access memory (ram) for unauthorized third-party programs running concurrently with the software product. An “unauthorized third-party program” as used herein shall be defined as any third-



party software prohibited by Section 4. In the event that the software product and or any related Hoplon services detects an unauthorized third-party program, the software product or applicable Hoplon services may communicate information back to Hoplon, including, without limitation, your account name, details and about the unauthorized third-party program detected, time, date and any other relevant information. And Hoplon may exercise any or all of its rights under this agreement with or without prior notice to you, including without limitation, termination of this agreement and your right to continue to use this software product.

9. TERMINATION.

This Agreement is effective until terminated. You may terminate this Agreement at any time by (a) permanently destroying all copies of the Software Product in your possession or control; or (b) removing the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product; or (c) notifying Hoplon of your intention to terminate this Agreement. Hoplon may terminate this Agreement at any time for any reason or no reason, with or without notice. Upon termination for any reason, all licenses granted to you in this Agreement shall immediately terminate and you must immediately and permanently destroy all copies of the Software Product in your possession and control and remove the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product.

10. PATCHES AND UPDATES.

Hoplon, or its third-party vendors, may deploy or provide patches, updates, and modifications to the Software Product that must be installed for you to continue to play the Software Product. Hoplon, or its third-party vendors, may update the Software Product remotely, including, without limitation, the Game Software residing on the user's machine, without the knowledge of the user, and you hereby grant to Hoplon your consent to deploy and apply such patches, updates, and modifications.

11. DURATION OF THE "ONLINE" COMPONENT OF THE GAME.

The Software Product is an "online" game that must be played over the Internet through the Service as provided by Hoplon. You understand and agree that the Service is provided by Hoplon at its discretion and may be terminated or otherwise discontinued by Hoplon pursuant to the Terms of Use.

12. LIMITED WARRANTY.

The service is provided "as is" without warranty of any kind, including implied warranty, without limitation. The entire risk arising out of use or performance of the Software Product and Service (including, without limitation, the Game Software) remains with the user. However, Hoplon warrants that the media containing the Software Product, if applicable, will



be free of defects in material and workmanship for a period of thirty (30) calendar days from the date of your purchase of the software product. In the event that such media proves to be defective during such thirty (30) calendar day period, and upon presentation to Hoplon, or the retailer from whom you purchased the software product, of proof of your purchase, Hoplon, or the retailer will, at its sole option, (a) correct the defect in material and workmanship in the media containing the Software Product, (b) provide you with a similar product of similar value, or (c) refund the money you paid for the Software Product

13. LIMITATION OF LIABILITY; INDEMNITY.

NEITHER HOPLON NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OR VENDORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SOFTWARE PRODUCT OR ANY USE OF THE SOFTWARE PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, APPLICABLE HARDWARE DEVICE FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, NEITHER HOPLON NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OR VENDORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., EQUIPMENT, WEAPONS, SKINS, AUDIO PACKS, AESTHETIC FLAIR, ETC.), OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE SOFTWARE PRODUCT OR THE SERVICE. HOPLON SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING, WITHOUT LIMITATION, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL HOPLON BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL HOPLON'S LIABILITY, OR THE LIABILITY OF ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OR VENDORS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO HOPLON DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE. You hereby agree to defend, indemnify, and hold Hoplon and its parent, subsidiaries, affiliates, and vendors harmless from and against any claim, liability, loss, injury, damage, cost, or expense (including reasonable attorneys' fees) incurred by Hoplon arising out of or related to your use of the Software Product or Service. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

14. EQUITABLE REMEDIES.

You hereby agree that Hoplon would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Hoplon shall be entitled, without bond or other security or proof of damages, to appropriate equitable remedies in any court of competent jurisdiction with respect to any breach of this Agreement, which equitable remedies shall be in addition to such other remedies as Hoplon may otherwise have available under applicable law. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees, and other expenses incurred by such prevailing party in the litigation.



15. GOVERNING LAW, DISPUTE RESOLUTIONS.

a. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Agreement ("Dispute"), you and Hoplon agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) calendar days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. Hoplon will send its notice to your billing address and email you a copy to the email address you have provided to Hoplon. You will send your notice to Hoplon Infotainment S.A. CNPJ: 03.871.292/0001-26 Rod. José Carlos Daux, 600 88030000 Florianópolis-SC, Brazil.

b. You and Hoplon agree that any arbitration shall be limited to the Dispute between Hoplon and you individually. To the fullest extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

c. You and Hoplon agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Hoplon's intellectual property rights; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for injunctive relief.

d. Any arbitration shall be initiated in the County of Florianópolis, State of Santa Catarina, Brazil. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Florianópolis, State of Santa Catarina, Brazil, and you and Hoplon agree to submit to the personal jurisdiction of that court.

e. Except as otherwise set forth herein, this Agreement shall be governed by, and will be construed under, the Laws of the County of Florianópolis, State of Santa Catarina, Brazil, without regard of choice of law principles.

f. You and Hoplon agree that if any portion of this **Section 15** is found illegal or unenforceable (except any portion of **Section 15(c)**) that portion shall be severed and the remainder of the applicable section(s) shall be given full force and effect. If **Section 16(d)** is found to be illegal or unenforceable then neither you nor Hoplon will elect to arbitrate any Dispute falling within that portion of **Section 16(d)** found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Florianópolis, State of Santa Catarina, Brazil, and you and Hoplon agree to submit to the personal jurisdiction of that court.

16. MISCELLANEOUS



This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements; provided, however, that this Agreement shall coexist with, and shall not supersede, the Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern. The provisions of **Sections 4, 6, 8, 10** and **13-16** shall survive the termination of this Agreement for any reason. Subject to **Section 15**, if any provision of this Agreement is found to be unenforceable, that provision shall be severed and the remainder of the Agreement shall be given full force and effect.

I hereby acknowledge that I have read and understand the foregoing End User License Agreement and agree that by clicking "I ACCEPT" (for PC), or installing the Software Product, I am acknowledging my agreement to be bound by the terms and conditions of this Agreement