

LICENCE AGREEMENT

Last revised: 21 August 2026

PREAMBLE

These terms of the Licence Agreement (hereinafter — the "Agreement") govern the relationship between the User, that is, You (hereinafter — the "User") and **Ihor Urmach**, a natural person operating a sole proprietorship (*entreprise individuelle*) registered in the Québec enterprise register, Québec Enterprise Number (NEQ): **2282463340**, having its registered address at 2M-520 rue Landreville, Montréal (Québec) H3E 1B4, Canada (hereinafter — the "Rightsholder"), in respect of how the User may use the Game "METROCRAFT 2036". Please note that the Privacy Policy, located at https://metrocraft36.com/legal/global/privacy_policy.pdf, and other agreements and terms of provision of particular services also govern the rules of interaction with the Game.

Please review the clauses of the Agreement. By completing the form for registration of an Account on the Site and clicking the "Sign up" button, the User accepts the terms of the Agreement in accordance with articles 1386, 1387 and 1394 of the Civil Code of Québec (acceptance of an offer to contract may result from an act that clearly indicates consent), and also confirms that:

- The User agrees to comply with the terms of the Agreement;
- The User has reached the age required to use the Game under the laws applicable to the User, and in any event is at least sixteen (16) years of age;
- The User holds all necessary consents and authorisations (for example, parental consent) under applicable law, including personal information protection legislation. Under section 4.1 of the Act respecting the protection of personal information in the private sector (CQLR c. P-39.1), the consent of the person having parental authority is required for a minor under fourteen (14) years of age.

If the User does not agree with the terms of the Agreement, the User must cease using the Game and the services of the Rightsholder. Responsibility for the acts of a User who has not reached the required age rests with the User's parents or legal guardians, in accordance with articles 1459 and 1460 of the Civil Code of Québec.

If the User is prohibited by applicable law from using the Game or parts of it, or other legal restrictions apply to the User, the User may not use the Game. The User bears sole responsibility where, in interacting with the Game or any part of it, the User breaches applicable law.

The Rightsholder reserves the right to make amendments to the Agreement. Please check this page regularly. Where the User does not agree to accept the new terms of the Agreement, the User should cease using the Game and interacting with it in any way. Refusal to accept the new terms of the Agreement means the User's renunciation of the use of the Game and of individual services of the Rightsholder, and of all rights previously granted to the User.

Some of our services or the Game may be provided through third-party platforms. The Rightsholder under no circumstances warrants and has no ability to control such platforms; any links to them are provided on an "as is" basis. By accepting the Agreement, the User also confirms that, when using the Game or our services on third-party platforms, the User has additionally reviewed their agreements, rules and policies.

LIST OF DEFINITIONS

- **Account** — the User's Account created on the Site. The Account contains a set of the User's data necessary to perform the following actions in the Game in accordance with the Agreement: authorisation (authentication) of the User to the Game, obtaining access to information about the User, to Paid Content, to statistical indicators and other information. The Account is intended for storing the User's personal information and for managing the capabilities available in the Game;
- **Device** — any personal computer (abbreviated "PC") that permits use of the Game in accordance with its functional purpose;
- **Game** — computer software bearing the name "METROCRAFT 2036", developed and published by the Rightsholder and intended for installation and use on Devices;
- **Game Items** — a virtual element constituting an object of intellectual property. A licence to use such an object, limited by the terms of the Agreement, may be obtained by achieving a certain progress in the Game, and also by exchanging

Game Currencies where this is permitted by the rules of the Game and by clause 8.5 of the Agreement. The terms of such exchange are determined and amended by the Rightsholder unilaterally.

The User may exchange Game Items with other Users directly or by means of the Trade Mechanism or the Mail Mechanism. The User is entitled to determine independently the terms on which the User wishes to exchange a Game Item with other Users. Please note, however, that the majority of Game Items, where used (activated) in the Game, will lose the ability to take part in exchange with other Users (will become personal). Exchange of Game Items is permitted only by means of the stated mechanism. The Rightsholder is entitled to determine independently which Game Items are subject to exchange between Users.

- **Game Currencies** — virtual elements constituting objects of intellectual property. The list of Game Currencies includes the following currencies:
- **"Metro Tokens" Currency** — a licence to use such an object of intellectual property, limited by the terms of the Agreement, may be acquired for a Licence Fee in accordance with the rules established in clause 8.4 of the Agreement. The amount of the Fee and the related terms are determined and amended by the Rightsholder unilaterally. The User is entitled to use the "Metro Tokens" Currency within the limits of the functionality that is determined by the Rightsholder unilaterally and provided in the Game. The "Metro Tokens" Currency has no monetary value and cannot be the object of monetary valuation in the real world. Acquisition of the "Metro Tokens" Currency is not a necessary condition for the User's participation in or use of the Game and is carried out at the User's own request and wish;
- **"Military Rounds" Currency** — a licence to use such an object of intellectual property, limited by the terms of the Agreement, may be obtained by achieving a certain progress in the Game. The User is entitled to use the "Military Rounds" Currency within the limits of the functionality that is determined by the Rightsholder unilaterally and provided in the Game, including, among other things, the acquisition of individual Game Items by interacting with the Game and with other Users within the framework of the Trade Mechanism and the Mail Mechanism. The "Military Rounds" Currency has no monetary value, cannot be the object of monetary valuation in the real world, cannot be acquired for a Licence Fee and cannot be exchanged for the "Metro Tokens" Currency.

The Rightsholder reserves the right to amend unilaterally the terms and rules of use of the Game Currencies stated above, as well as to remove existing or add new Game Currencies to the Game. The rules of use of new Game Currencies may be determined by the Rightsholder in the Game, on the Site, in the Agreement or in the rules for the conduct of events.

- **Loot Boxes (Stash)** — a virtual element constituting an object of intellectual property. A Loot Box (Stash) contains several Game Items determined by the Rightsholder. A licence to use such an object of intellectual property, limited by the terms of the Agreement, may be obtained by achieving a certain progress in the Game, and also by exchanging the "Metro Tokens" Game Currency. The terms of such exchange are determined and amended by the Rightsholder unilaterally. The rules for determining the contents of Loot Boxes (Stash) are disclosed in clause 8.6 of the Agreement;
- **Paid Content** — the collective name of certain virtual elements, comprising the "Metro Tokens" Game Currency, individual Game Items and Loot Boxes (Stash). A licence to use Paid Content, limited by the terms of the Agreement, may be obtained on terms determined and amended by the Rightsholder unilaterally, either by achieving a certain progress in the Game or for a Licence Fee in accordance with the rules of Section 8 of the Agreement. The Rightsholder is entitled to change the number of elements included in Paid Content;
- **"METROCRAFT 2036" Launcher** — software necessary for the User's participation in the Game, subject to independent installation on the User's computer and available for download on the Site;
- **Licence Agreement** — the content of this document with all appendices, amendments and additions specified at the time of downloading and installing the Game or at the User's first launch of the Game;
- **User** — a natural person who, in accordance with applicable law and in their own interest, has assumed obligations towards the Rightsholder established by the Agreement in respect of use of the Game;
- **User Content** — any derivative and composite works or other objects of intellectual property created by the User when using the Game. Content may include, without limitation: any information materials, including text, graphic and other materials connected with the Game, as well as messages to other Users in chats;
- **Users' Fan Works** — any derivative and composite works or other objects of intellectual property created by Users on the basis of the Game and the intellectual property of the Rightsholder for use outside the Game;
- **Site** — metrocraft36.com and its subdomains;
- **Technical Support Centre Rules** — an appendix to the Agreement establishing the standards of User conduct in the Technical Support Centre, as well as the User's liability for breach of the Technical Support Centre Rules, located at

https://metrocraft36.com/legal/global/tech_support_rules.pdf. The Technical Support Centre Rules may be amended by the Rightsholder at any time without prior notice to the User. The Rightsholder notifies the User of such amendments by posting information on the page of the Technical Support Centre Rules. The User's continued use of the Technical Support Centre is deemed to be the User's agreement with such amendments;

- **Rules of Other Resources** — an appendix to the Agreement establishing the rules of User conduct on the official resources belonging to the Game or the Rightsholder. The list of resources of the Game or the Rightsholder includes: communities, groups, chats, conversations, channels, conferences and the like on various social networks, including "Discord", "YouTube", "Telegram" and so on.

Information about the Licensor

Ihor Urmach, sole proprietorship (*entreprise individuelle*)

Québec Enterprise Number (NEQ): 2282463340

Registered address: 2M-520 rue Landreville, Montréal (Québec) H3E 1B4, Canada

Registered with the Registraire des entreprises du Québec on 15 August 2026

Declared activity: development, design and publishing of software, in particular video games, game engines, software tools, computer security solutions and anti-cheat systems; commercialisation and licensing of software (activity code 7721 — computer services)

E-mail: legal@igsteam.org

2. SUBJECT MATTER OF THE AGREEMENT AND SCOPE OF THE LICENCE TO USE THE GAME

2.1. The Rightsholder and persons related to the Rightsholder own all rights in the Game in full, including all elements and parts of the Game falling within the definition of intellectual property under the Copyright Act (R.S.C. 1985, c. C-42), the Trademarks Act (R.S.C. 1985, c. T-13) and other applicable law of Canada and the Province of Québec, including names, source and object code, video and audio materials, themes, objects, characters, character names, narratives, scenarios, dialogue, catchphrases, concepts, pictorial works, animations, sounds, musical compositions, audiovisual effects, moral rights, documentation, transcripts of the Game online chat, character profile information, sound recordings and other material. All rights in respect of the Game, including intellectual property rights, remain with the Rightsholder.

2.2. From the moment of acceptance of the terms of the Agreement, the Rightsholder grants to the User a simple non-exclusive licence without the right of sub-licence, for the term of the exclusive right in the Game but within the term of the Agreement, in respect of the limited use of the Game and/or its elements for personal use for entertainment purposes on the terms of the Agreement. The User agrees not to use the Game for other purposes, including commercial purposes.

2.3. The scope of the Licence to use the Game for personal entertainment purposes includes the principal functionality of the Game, including:

- Reproduction of the Game by installation on a Device, storage of the Game in the memory of the Device;
- Reproduction of the "METROCRAFT 2036" Launcher by installation on a Device, storage of the "METROCRAFT 2036" Launcher in the memory of the Device;
- Use of non-activated data and commands (Paid Content) after payment of a Licence Fee to the Rightsholder in order to achieve a certain internal progress determined by the Game, an achievement, or receipt of selected virtual elements.

Additional functionality, the scope of which is determined at the discretion of the Rightsholder:

- Use of the Game online chat;
- Creation of Users' Fan Works and User Content in respect of the Game, as defined and limited by the Agreement;
- Contacting and using the Technical Support services provided.

Paid Content, the content and cost of which (where applicable) are determined at the discretion of the Rightsholder, includes, without limitation:

- Game Currencies that may be exchanged for Game Items;
- Loot Boxes (Stash).

2.4. The Rightsholder is entitled to restrict access to the Game or to additional functionality at its discretion and without compensation to the User for any losses connected with the payment of Fees and other payments that are directly or

indirectly caused by such restriction. Nothing in this clause limits the rights the User holds under the Consumer Protection Act (CQLR c. P-40.1) or other public-order legislation applicable to the User.

2.5. Acquisition of any Paid Content (objects of intellectual property — non-activated data and commands) and payment of a Licence Fee are not a necessary condition for the User's participation in the Game and are carried out at the User's wish. Further use of Paid Content and of other virtual elements of the Game acquired for a Licence Fee does not give rise to liability on the part of the Rightsholder for their use or non-use by the User.

3. LIMITATION OF THE LICENCE

3.1. Unless otherwise expressly stated in the Agreement, the User is not entitled to:

- a) copy or modify the Game or any part of it, or create works derived from the Game or parts of it;
- b) sell or transfer the User's Licence in the Game to third parties;
- c) obtain access in any way to the source code of the Game, including, but not limited to, reverse engineering, disassembly and the like, save to the extent such acts are expressly permitted by sections 30.6 and 30.61 of the Copyright Act (Canada) and cannot lawfully be excluded by contract;
- d) copy, modify or distribute Paid Content from the Game;
- e) use the Game other than for its direct purpose.

4. RULES FOR USE OF THE GAME

4.1. The User is not entitled to carry out the following acts in respect of the Game:

4.1.1. Replace or alter Game files, or use or develop cheats, exploits, programs automating the Game process, bots, mods or any unauthorised software that alters or interferes with the Game process.

4.1.2. Obtain access to the Accounts of Users regardless of the reason, and also in any way grant access to the User's own Account to another User for a period or for an unlimited term, including, but not limited to, the exchange, sale and transfer thereof.

4.1.3. Use in any form and by any means errors in the structure of the Game, bugs or any other technical errors in the Game. A User who has discovered such errors in the Game is obliged to cease using them and to notify the Rightsholder within the following 24 hours from the moment of discovery by contacting the Technical Support Centre or one of the authorised Technical Support units, setting out in detail and accurately all circumstances of their discovery and use, and performing all actions proposed in the Technical Support Centre or in the authorised Technical Support units. Where the User has doubts as to whether the operation of any particular in-game process or object is at that moment correct, or whether anomalies, deviations or errors exist in its operation, the User is obliged to suspend use of such process or object and to contact the Technical Support Centre or one of the authorised Technical Support units in order to obtain the relevant clarifications.

4.1.4. Use software, technologies or devices that distribute content or messages en masse, or that carry out parsing, retrieval or manipulation of data in the Game.

4.1.5. Use the Game in an automated mode, or carry out acts that impose unreasonable burdens on the infrastructure of the Game.

4.1.6. Connect to the Game without authorisation, including unauthorised servers that emulate the Game, and also connect using third-party programs or tools not expressly authorised by the Rightsholder.

4.1.7. Post content of any kind that is of an offensive, threatening, obscene, defamatory or pornographic nature, as well as content prohibited by the Criminal Code (R.S.C. 1985, c. C-46), including hate propaganda within the meaning of sections 318 to 320 thereof, and/or content infringing anyone's rights, or content passing the User off as another person.

4.1.8. Use the Game as a means of providing paid services, including the development of Characters or the collection of Game Items.

4.1.9. Use the Game for any unauthorised commercial purposes, including, but not limited to, advertising or offers (mailings, spam or other repeated mass messages, including messages contrary to Canada's Anti-Spam Legislation, S.C. 2010, c. 23), the collection or transfer of Paid Content (as defined above) for sale, or the exchange of Paid Content for real

funds.

4.1.10. Use Technical Support improperly, including sending false, offensive, advertising and similar requests and/or messages, as well as disseminating confidential and/or personal information received by the User from Technical Support staff.

4.1.11. Support in any way any unlawful conduct, including, but not limited to, the unlawful use of prohibited substances, gambling, theft and the like.

4.1.12. Post and/or otherwise use in the Game profane, abusive and offensive words and expressions, including in the name of the Game Character (nickname). Use the Game to post materials, or any information, that is offensive, obscene, discrediting, defamatory, insulting or degrading to the honour and dignity of other Users or of third parties, or that constitutes discrimination or harassment on any ground listed in section 10 of the Charter of human rights and freedoms (CQLR c. C-12).

4.1.13. Permit breaches of the Rules of the Resources relating to the Game or to the Rightsholder.

4.1.14. Conceal, that is, remain silent about, any breach of the Agreement that has been committed, or be a direct accomplice to it. A User who has discovered a breach on the part of another User is obliged to notify the Rightsholder within the following 24 hours from the moment of discovery by contacting the Technical Support Centre or one of the authorised Technical Support units, setting out in detail and accurately all circumstances of their discovery and, if necessary, attaching evidence of fault in the form of screenshots and/or video recordings confirming the fact of the breach of the Agreement. Where the User has doubts as to whether a particular act constitutes a breach, the User is obliged to contact the Technical Support Centre or one of the authorised Technical Support units in order to obtain the relevant clarifications. If the User has witnessed a breach in the Game online chat, the User is entitled to contact the Technical Support Centre or any other Technical Support units.

4.1.15. Copy, distribute, publish or otherwise use information and/or results of intellectual activity posted on the Site of the Game and on other Resources, or textual, graphic, audio and other objects of intellectual property present in the Game (except in cases permitted by the Rightsholder).

4.1.16. Decompile, extract technology, investigate, decrypt, carry out engineering analysis of data, circumvent data security systems, hack or attempt to hack software components of the Game or its services, and/or intercept data flowing to or from the server. In addition, any modification, alteration, decompilation, decryption, sale or distribution of modified materials of the Game in whole or in part (or of the means and materials for performing the stated acts), use of program errors, alteration of program code, or alteration of the functionality of the client part of the Game is prohibited. Acts of the kind described in this clause may also constitute an offence under sections 342.1 and 430(1.1) of the Criminal Code (Canada).

4.1.17. Use the Game in ways not provided for by this Agreement and going beyond the ordinary Game process.

4.1.18. Distribute for commercial or non-commercial purposes the Game or copies of it, whether by distributing tangible media containing it or by posting it on the Internet in order to provide access to it and/or downloading by particular persons or by an unlimited group of persons, without the written permission of the Rightsholder.

4.1.19. Distribute information about game defects, vulnerabilities, mods, cheats, exploits, bots, systems and the like on the Internet, including on the platforms "YouTube", "Twitch" and other sites, platforms and applications.

4.1.20. Send low-content, off-topic, unwanted and/or excessive messages in the Game online chat.

4.1.21. Make excessive use of capital letters when writing words and messages in the Game online chat, which may be regarded as aggression, rudeness or deliberate interference.

4.1.22. Disclose and disseminate the personal information of Users (doxxing), including, but not limited to, personal information, information about relatives, IP addresses, residential addresses and other data.

4.1.23. Encourage, or likewise provoke, other Users to breach the clauses of the rules for use of the Game set out in this Section of the Agreement.

5. LIABILITY FOR BREACH OF THE AGREEMENT

5.1. If the User breaches the terms of the Agreement, then depending on the degree of such breach the Rightsholder is entitled to take any of the following measures (jointly or separately):

- A warning in any form, including a message sent to the e-mail address;
- Restriction of access to the Game for a limited term or for an unlimited term. The term is determined by the Rightsholder depending on the circumstances;
- Compulsory change of the name of a character, of a group of Users, or of a Game Item;
- Withdrawal of any Game Currency in an amount determined by the Rightsholder unilaterally;
- Withdrawal of any Paid Content in any quantity at the unilateral discretion of the Rightsholder;
- Restriction or termination of access to a Character or Account;
- Deletion of a Character or Account without the possibility of restoration;
- Restriction of access to Resources, namely: Sites, Communities, Centres and/or Technical Support units and the like relating to the Game or to the Rightsholder, for a limited or unlimited term. The term is determined by the Rightsholder depending on the circumstances of the breach;
- Restriction or termination of access to the use of certain elements (game mechanics) of the Game.

5.2. The Rightsholder may take the measures stated above without notifying the User in advance.

5.3. The Rightsholder is entitled to take the measures stated above without providing the User with evidence attesting to the User's breach of the terms of the Agreement as a result of which the User's access to the Game or a part of it was terminated or restricted.

5.4. Where there is evidence of an offence or a crime, the Rightsholder is entitled to transfer such data to law enforcement authorities, in accordance with applicable law, including sections 18(1)(c) and 18(2) of the Act respecting the protection of personal information in the private sector (CQLR c. P-39.1).

5.5. The decision on an appeal or on the duration of the measures is taken entirely at the discretion of the Rightsholder.

5.6. The Rightsholder does not compensate losses, whether monetary or expressed in any other form, incurred by the User as a result of the measures taken as stated above, save where compensation is required by public-order legislation applicable to the User.

6. LIABILITY OF USERS

6.1. The User bears liability for breach of the Agreement, including breach of applicable law, and for all consequences of such breach, including losses that the Rightsholder and third parties may incur.

6.2. The User undertakes to indemnify the Rightsholder and all persons related to the Rightsholder for all losses incurred in connection with any claims arising as a result of:

- a) breach of the Agreement by the User;
- b) the User's provision of incomplete or inaccurate information;
- c) use of the websites and services of third parties;
- d) any other use of the Game by the User.

6.3. The Rightsholder is entitled to claim compensation for losses of any kind where the User uses the Game for unlawful purposes, by unlawful means or in a manner contrary to the Agreement. Where the Rightsholder is compelled to act as defendant to a claim of a third party or to a demand on the part of public authorities in connection with the User's use of the Game, the Rightsholder is entitled to claim compensation for the costs connected with the filing of claims, responses or requests.

6.4. The Rightsholder reserves the right to take action against infringers of our intellectual property and other rights in the Game in accordance with civil, administrative and criminal law, including the Copyright Act (Canada) and the Criminal Code (Canada).

6.5. The User bears responsibility for ensuring the security of the User's Account and undertakes to take the necessary measures to ensure its security.

7. INTERACTION BETWEEN USERS

7.1. The User bears responsibility for how the User interacts with other Users and other persons. The Rightsholder is entitled, but not obliged, to intervene in any disagreements between Users.

7.2. Where the User has disagreements with other Users, the Rightsholder and any persons related to the Rightsholder bear no liability in connection with claims, demands or losses of any kind arising as a result of such disagreements.

7.3. The User is not entitled to permit breaches of the Rules of the Resources relating to the Game or to the Rightsholder, including the Technical Support Centre Rules and the Rules of Other Resources.

8. PAID CONTENT

8.1. In the cases provided for by the functionality of the Game, on a paid basis the User may obtain, in respect of Paid Content, a simple non-exclusive licence without the right of sub-licence, for the term of the exclusive right in the Game but within the term of the Agreement and the appendices to it, to use Paid Content on terms determined and amended by the Rightsholder unilaterally.

8.2. Acquisition of additional functionality in the form of Paid Content is not a necessary condition for the User's participation in or use of the Game and is carried out at the User's own request and wish. In accordance with the Agreement, the User bears sole responsibility for the acquisition of Paid Content (non-activated data and commands), both as regards the User's Device or Account and as regards reaching the age required for such a purchase or obtaining the necessary consent from parents or legal guardians.

8.3. Individual elements of Paid Content are also available for receipt by way of exchange; for example, the "Metro Tokens" Currency may be exchanged for Game Items or Loot Boxes (Stash), or such elements may be provided in the course of achieving in-game progress — for example, individual Game Items.

8.4. **"Metro Tokens" Game Currency.** The User is entitled to acquire Paid Content in the form of the "Metro Tokens" Currency by paying a Licence Fee when using the functionality of the Game or of the Site. Information about the amount of the Licence Fee for obtaining the "Metro Tokens" Currency is determined by the Rightsholder. Information about the cost of the "Metro Tokens" Currency is presented in the Game and may additionally be posted on the Site or on other official resources of the Rightsholder. Without limiting the provisions of Section 9 of the Agreement, and except where the contrary is expressly stated in the Agreement or required by the Consumer Protection Act (CQLR c. P-40.1), the Fee paid by the User for the "Metro Tokens" Game Currency is non-refundable.

8.5. **Game Items.** The User may exchange Game Items with other Users directly. The User is entitled to determine independently the terms on which the User wishes to exchange a Game Item with other Users. Please note, however, that the majority of Game Items, where used (activated) in the Game, will lose the ability to take part in exchange with other Users (will become personal). Exchange of Game Items is permitted only by means of the stated mechanism. The Rightsholder is entitled to determine independently which Game Items are subject to exchange between Users. The User may exchange the "Metro Tokens" Currency for individual Game Items by the means provided for in the Game, including the Store. The Rightsholder unilaterally determines the type and list of Game Items that may be exchanged for the "Metro Tokens" Currency.

8.6. **Loot Boxes (Stash).** The User may exchange the "Metro Tokens" Currency for Loot Boxes (Stash), which contain a set of Game Items. The types of Game Items (for example, weapons, armour), as well as the probabilities of obtaining them through Loot Boxes (Stash), are determined by the Rightsholder and are disclosed in the Game before the exchange is made. Game Items obtained through Loot Boxes (Stash) acquired by exchange for the "Metro Tokens" Currency may be exchanged in the same way as other Game Items. Game Items obtained through Loot Boxes (Stash) acquired by exchange for the "Metro Tokens" Currency are personal and are not subject to further exchange.

8.7. **General terms of Paid Content.** Save for Game Items and Loot Boxes (Stash), which the User may exchange with other Users subject to the restrictions stated above, the remaining types of Paid Content may be obtained by the User only from the Rightsholder through the Game, through the Site or through authorised partners. The User may not obtain Paid Content in any other way from any third parties. Unless this is expressly permitted in the Game, the User may not sell or transfer Paid Content to another person in any way.

8.8. **Store.** Independent functionality in the Game that allows Users to acquire the "Metro Tokens" Currency and exchange it for individual Game Items and Loot Boxes (Stash) on the terms and rules determined by the Rightsholder. The content of the Store and the procedure for its use may be amended by the Rightsholder unilaterally.

8.9. By accepting the Agreement the User confirms and agrees that the User holds no proprietary rights in Paid Content. Any quantity of Paid Content does not reflect an equivalent of monetary or other value and does not imply any right of ownership or exclusive right of the User in it.

8.10. The Rightsholder is entitled to amend and delete Paid Content at any time without notice to the User and without payment of any compensation.

8.11. The User may use the Trade Mechanism only in the ways presented in the Game, which may be amended by the Rightsholder unilaterally without prior notice.

8.12. The Rightsholder provides the "Metro Tokens" Game Currency for use in the Game from the moment of receipt of payment from the User.

8.13. If the User receives any Paid Content without payment and/or without payment in full, and/or funds were not debited from the User's Account for payment of Paid Content owing to a failure or a deliberate act of the User, the User is obliged to notify the Rightsholder thereof.

8.14. In the case specified in clause 8.13 of the Agreement, the Rightsholder is entitled to:

- a) withdraw the Paid Content if the User received but did not activate it;
- b) withdraw the Paid Content if the User received and activated it;
- c) in respect of Content subject to exchange between Users and at Auction, cancel the exchange in which the User transferred the Paid Content to another User and withdraw the transferred object.

9. PAYMENT AND REFUND TERMS

9.1. The User may make purchases through the Game or on the Site where such a possibility exists. Payments are processed by third-party payment systems. In certain cases the operator of a payment system may charge a commission, as a result of which the amount of the cost may differ. Prices are displayed exclusive or inclusive of applicable taxes (including the GST and the QST) as indicated at the point of purchase.

9.2. In order to learn the rules and terms for making payments through third-party payment systems and services, please review independently the relevant information of the rightsholders of such systems and services. Follow their instructions carefully and provide only accurate information.

9.3. The Rightsholder bears no liability for the rejection of Users' payments for any reason.

9.4. The User bears responsibility for the User's personal Device and personal Account, and for any acts performed with them and/or by means of them. Any acts originating from the User's Device or Account are deemed to have been performed by the User or with the User's will (consent), irrespective of who performed them using the User's Device and/or Account. The Rightsholder is entitled not to refund purchases or reverse acts performed through the User's Device and/or Account.

9.5. The User must retain documents confirming purchases throughout the period of use of the Game and provide such documents at the request of the Rightsholder, together with information about the circumstances of the purchase.

9.6. A refund is made in the following circumstances:

- Where Paid Content is lost owing to an error in the Game. In this case the User may receive the Paid Content back in the Game, but not its monetary equivalent;
- At the discretion of the Rightsholder;
- In the cases and on the conditions provided for by the Consumer Protection Act (CQLR c. P-40.1) or other legislation of public order applicable to the User, including, where applicable, the right of cancellation of a distance contract under sections 54.8 to 54.11 of that Act.

9.7. Where the User has received a refund of a payment, the Rightsholder is entitled to:

- Withdraw from the User's Account the Paid Content that was acquired before the funds were returned;
- Restrict access to the User's Account or to the Game where refunds occur constantly and/or for fraudulent purposes.

9.8. Subject to clause 9.6, the Rightsholder reserves the right to refuse a refund of a payment for Paid Content without stating a reason.

10. USERS' FAN WORKS

10.1. The Rightsholder supports the wishes and intentions of Users to create Fan Works.

10.2. The User is entitled to use any materials and/or objects contained in the Game or connected with the Game in order to create derivative and composite works, namely: artistic works, audiovisual works, goods and so on — that is, Users' Fan Works. This right extends only to materials and objects connected with the Game and only on the basis of the Agreement.

10.3. Users' Fan Works must not:

- Harm the business reputation of the Rightsholder or have a negative impact on the reputation of the Rightsholder and of the "METROCRAFT 2036" brand. In creating any Fan Works, and also in distributing such works, the User must not use materials of the Game together with any threatening, offensive, obscene, pornographic or unlawful materials, messages and other means of expression. Damage to reputation is a subjective category, and accordingly the Rightsholder is entitled to interpret any use of the intellectual property contained in the Game at its discretion;
- Indicate that the Fan Work is an official product of the Rightsholder, or contain the phrases "Official", "Authorised" or phrases of a similar nature that would in any way create the impression that the Rightsholder is connected with the creation of the Fan Work.

10.4. The User is not entitled in any way to distribute Fan Works created using the intellectual property of the Rightsholder for commercial purposes. If the User intends to use the intellectual property of the Rightsholder for commercial purposes, the User must contact the Rightsholder by e-mail at legal@igsteam.org.

10.5. Provided that the Fan Work has sufficient creative content and originality to be recognised as an object of intellectual property, by accepting the terms of the Agreement the User grants the Rightsholder a non-exclusive licence, for the term of the exclusive right and throughout the world, in the User's Fan Work.

10.6. On the terms of the Licence, the Rightsholder is entitled to use the Fan Work without attribution of the author. By accepting the Agreement, the User consents to anonymous use, without attribution of its author, and, to the extent permitted by article 14.1 of the Copyright Act (Canada), waives the moral rights in the Fan Work in favour of the Rightsholder. The Rightsholder is entitled to use the Fan Work in any way and to perform any acts in respect of the work, including: alteration, copying, reproduction, distribution, transfer to third parties, communication to the public, including on the Internet, use in the Game, in advertising and advertising materials, creation of derivative works and translation into another language.

10.7. Where the User has created any works in breach of the terms of the Agreement, the Rightsholder is entitled to use any legal means of protecting its rights in accordance with the Agreement and applicable law.

10.8. The User agrees to indemnify the Rightsholder for all losses incurred in connection with claims and court proceedings, including the costs of legal services, connected with breach of the provisions on use of the intellectual property of the Rightsholder set out in this Section of the Agreement.

10.9. In respect of Fan Works, the User represents that they:

- Do not breach applicable law, contractual obligations or the rights of third parties, including intellectual property rights, and that the User holds the necessary permissions from third parties whose personal information or intellectual property is contained in the Fan Work.

11. USER CONTENT

11.1. In interacting with the User, the Rightsholder may conduct marketing activities in respect of the Game in which Users may submit content created by them.

11.2. Exclusively so that the User may participate in such activities, the User is entitled to use any materials contained in the Game or connected with the Game in order to create derivative and composite works, for example: artistic works, audiovisual works, goods and others.

11.3. In addition, when the User uses the Game, all materials received by the Rightsholder from the User are also referred to as User Content and include all messages, images, audio, data, information, suggestions for improvement or feedback about the Game, tests and surveys, and other objects and results of work created by the User in the Game.

11.4. Provided that the User Content has sufficient creative content and originality to be recognised as an object of intellectual property, by accepting the Agreement the User grants the Rightsholder a non-exclusive licence, for the term of the exclusive right and throughout the world, in the User's Content.

11.5. On the terms of the Licence, the Rightsholder is entitled to use the User Content without attribution of the author. By accepting the Agreement, the User expressly consents to anonymous use, without attribution of its author, and, to the extent permitted by article 14.1 of the Copyright Act (Canada), waives the moral rights in the User Content in favour of the Rightsholder. The Rightsholder is entitled to use the User Content in any way and to perform any acts in respect of such work, including: alteration, copying, reproduction, distribution, transfer to third parties, communication to the public, including on the Internet, use in the Game, in advertising and advertising materials, creation of derivative works and translation into another language.

11.6. The User agrees to indemnify the Rightsholder for all losses incurred in connection with claims and court proceedings, including the costs of legal services, connected with breach of the provisions on use of the intellectual property of the Rightsholder set out in this Section of the Agreement.

11.7. In respect of the User Content, the User represents that it and its contents:

- Do not breach applicable law, contractual obligations or the rights of third parties, including intellectual property rights, and that the User holds the necessary permissions from third parties whose personal information or intellectual property is contained in the User Content.

12. UPDATES AND CHANGES TO THE GAME

12.1. The Rightsholder may provide automatic updates and changes to the Game where the User is connected to the Internet. So that the User may successfully install updates and changes and continue to use the Game, the User consents to the installation of such updates and changes. All updates are an inseparable part of the Game, and the Agreement applies to such updates as well.

12.2. The Rightsholder may change the content of the Game at any time at its discretion without notice to the User.

13. REPRESENTATIONS AND LIMITATION OF LIABILITY

13.1. The User represents that the User:

- a) will use the Game only for personal use for entertainment purposes;
- b) will not breach rights or cause a third party to breach applicable law;
- c) will not use the Game for unlawful purposes;
- d) will not breach intellectual property rights or other proprietary rights or personal rights;
- e) will not, in the User's use of the Game, introduce any malicious programs directed at disrupting the normal functioning of any system, or at intercepting data and information and/or breaching their integrity.

13.2. To the greatest extent permitted by applicable law, the Rightsholder expressly disclaims any representations in respect of the Game to the User, including, among other things, representations as to quality, fitness for particular purposes and non-infringement of rights. The Game is provided on an "as is" basis without additional representations of any kind. The User bears all risks connected with any damage and losses arising as a result of the use of, or the inability to use, the Game. The Rightsholder does not warrant that the Game meets the User's requirements or that the operation of the Game will be uninterrupted and error-free.

Notice to consumers resident in Québec. Nothing in clauses 13.2 and 13.3 excludes or limits the legal warranties provided by sections 34 to 54 of the Consumer Protection Act (CQLR c. P-40.1), nor the prohibitions set out in sections 10 and 11.1 of that Act. Where any provision of this Section is inconsistent with those provisions, the Consumer Protection Act prevails to the extent of the inconsistency, and the remainder of this Section continues to apply.

13.3. To the greatest extent permitted by applicable law, the Rightsholder and its licensors, affiliated persons and/or partners bear no liability to the User for any damage arising in respect of the terms of use or in connection with the User's use of the Game and other materials provided to the User by the Rightsholder. The Rightsholder bears no liability for the inability to install or launch the Game on the User's Device, or for possible errors and failures in the operation of the Game. The User must connect to the Internet in order to use the Game, where applicable. The User bears responsibility for

all costs connected with connection to the Internet. The Rightsholder bears no liability for any damage caused to the User as a result of connection to the Internet or the installation of malicious software on the User's Device.

13.4. The Rightsholder bears no liability for non-performance of obligations as a result of superior force within the meaning of article 1470 of the Civil Code of Québec, such as: natural disasters, terrorism, war, military operations, civil disturbances, embargoes, epidemics, acts of government, fires, floods, accidents, strikes, shortages of means of transport, malicious software and acts in bad faith of third parties as a result of unauthorised access to, or disabling of, the software of the Rightsholder or of the Rightsholder's partners.

14. TERMINATION OF THE AGREEMENT

14.1. The Rightsholder is entitled to terminate the contractual relationship with the User unilaterally and extrajudicially at any time and to restrict access to the Game, including its individual parts and any virtual elements such as Game Currencies and Game Items, without compensation for losses incurred as a result, including in the event of breach of the terms of the Agreement by the User.

14.2. The Rightsholder is also entitled to decide unilaterally to terminate access to the Game or support for the Game at its discretion and without compensation for losses incurred as a result. The Agreement thereby terminates. The Rightsholder undertakes to make efforts to notify Users within a reasonable period before terminating the contractual relationship in this manner.

14.3. The User is entitled to terminate the contractual relationship unilaterally at any time without notice to the Rightsholder by deleting the Game and the "METROCRAFT 2036" Launcher from the Device. In this case access to the Game Currency and/or Game Items and Paid Content will be restricted without the right of restoration.

14.4. In the event of termination of the contractual relationship, the Rightsholder does not provide a refund of payment for the Game Currency and does not compensate losses, save where a refund is required by legislation of public order applicable to the User.

14.5. Unilateral termination of the Agreement by the User does not release the User from liability for breaches of the Agreement during the period when such Agreement was in force.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. The Agreement is drawn up in accordance with the laws in force in the Province of Québec and the federal laws of Canada applicable therein.

15.2. All disputes and disagreements in respect of the Agreement are subject to resolution by negotiation. Users may contact the Rightsholder by writing to the e-mail address legal@igsteam.org. The Rightsholder is obliged to provide a written reply within 10 business days through the communication channels indicated by the User in the request.

15.3. Where it is impossible to reach agreement between the parties by negotiation within 60 (sixty) calendar days from the moment of receipt by the other party of a written claim, the User agrees to the exclusive jurisdiction and venue for disputes in the courts of the judicial district of Montréal, Province of Québec, Canada, or in another place where this is required by applicable law.

15.4. **Notice to consumers resident in Québec.** In accordance with section 11.1 of the Consumer Protection Act (CQLR c. P-40.1), nothing in this Agreement obliges a consumer to refer a dispute to arbitration, restricts a consumer's right to bring an action before the courts, or deprives a consumer of the right to be a member of a class action. In accordance with article 3149 of the Civil Code of Québec, a consumer domiciled in Québec may in all cases bring an action before the Québec authority, and a waiver of that jurisdiction may not be set up against the consumer.

16. OTHER PROVISIONS

16.1. The Agreement enters into force from the moment of acceptance by the User and is valid throughout the period of the User's use of the Game, unless otherwise provided by the Agreement. Certain provisions of the Agreement, depending on their purpose, will continue to apply after the User's last Game session.

16.2. The Rightsholder is entitled at its discretion to transfer rights and obligations under the Agreement to another person without notice to the User. The User is not entitled to transfer rights and obligations under the Agreement to another person without the express written consent of the Rightsholder, and any unauthorised transfer of rights and obligations

made by the User is of no legal force. If such a transfer is effected, the User also undertakes to compensate the losses caused by such transfer.

16.3. By accepting the terms of the Agreement, the User agrees that the Game may contain audio and/or video effects which in certain circumstances may cause a deterioration of condition in persons prone to epileptic or other nervous disorders. The User represents that the User is not subject to such disorders; otherwise, the User confirms that the User will not use the Game.

16.4. The Agreement and the documents connected with it constitute the entire agreement between the parties in respect of the User's use of the Game and replace any written or oral arrangements made by the parties before or simultaneously with the Agreement in respect of the subject matter of the Agreement.

16.5. If any provision of the Agreement is held by a court to be contrary to applicable law, such provision will be applied within the limits permitted by applicable law, while the remaining provisions of the Agreement will continue to apply in full.

16.6. The Rightsholder is entitled to correct and amend the Agreement or the documents connected with it at any time by updating them on the Site or by notifying the User in any other manner. The updated Agreement or connected documents enter into force on the day of their publication.

16.7. By accepting the Agreement, the User agrees that regular prolonged (continuous) use of a personal computer or Device may cause various complications of physical condition, including deterioration of vision, scoliosis, various forms of neurosis and other negative consequences for the organism. The User represents that the User will use the Game only within reasonable periods of time, with breaks for rest, and that the User will take the other measures prescribed by the User's physician. The Rightsholder bears no liability for negative consequences for the organism caused by the User's excessive use of the Game.

16.8. **Language.** A French version of this Agreement is published at <https://metrocraft36.com/legal/fr/eula.pdf> and is made available to every User before acceptance, in accordance with section 55 of the Charter of the French language (CQLR c. C-11). Having examined that French version, the parties expressly require that this Agreement and all documents relating to it be drawn up in English. *Après avoir pris connaissance de la version française, les parties exigent expressément que la présente convention et tous les documents s'y rattachant soient rédigés en anglais.* In the event of any discrepancy between this English version and the French version, **the French version prevails** in respect of Users resident in Québec. The Russian-language edition of this Agreement, which applies to Users of the Russian-language edition of the Game, is available at <https://metrocraft36.com/legal/ru/eula.pdf>.

Check the Site on a regular basis for changes to the Agreement. If the User continues to use the Game after the Agreement is updated, the User confirms and accepts the amended terms of the Agreement.

For all matters connected with the Agreement, please contact the Rightsholder at the following e-mail address: legal@igsteam.org.