

TERMS OF USE	SIMPLY PUT
Last modified: December 24, 2021	
<p>Unless otherwise specifically provided for in a particular product or service, these Terms of Use together with other documents which might be incorporated herein by reference are a legally binding agreement between you and XTEN LIMITED, a company duly established and operating in the Republic of Cyprus, having its registered office at Leoforos Archiepiskopou Makariou III, 169, Office 303, 3027, Limassol, Cyprus, registration number HE365174 (hereinafter referred to as "<b>XTEN</b>", "<b>we</b>", "<b>our</b>" or "<b>us</b>"), that offers you access to and governs your use of XTEN's websites, entertainment software, related services and other subject matter (collectively hereinafter referred to as the "<b>Services</b>").</p>	<p>Hello there!</p> <p>The use of our services presupposes the conclusion of an agreement between you and us. This is an essential part of our relationship. On the left, you can find out legal details about the company you are entering into agreement with. These terms explain how you can access and use our services, as well as your rights, duties, and obligations. Please be aware that the text on the left is legally binding, and this plain version on the right is just for better understanding.</p>
<p>These Terms of Use may be periodically updated, changed, or modified at our sole discretion. The current version will be made available to you with the indication of the date of the most recent change. Please read all the notifications that may be sent to you and periodically check this page for updates. Your continued use of the Services constitutes your acceptance of these terms.</p>	
<p>Please read these Terms of Use carefully, because it is important for you to get acquainted with and understand the terms contained herein.</p>	
<p>ANY USE OF THE SERVICES MEANS THAT YOU HAVE READ AND UNDERSTOOD THE PROVISIONS OF THESE TERMS OF USE AND UNEQUIVOCALLY AGREE TO BE BOUND BY THEM.</p>	<p>Some special effects may cause an epileptic seizure. Please stop using our services if one or any of the symptoms of the left occurs.</p>
<p>Please be aware that visual effects, especially flashes of light and ornaments may cause an epileptic seizure. You may have an epileptic seizure even you have no medical history of epilepsy. You must immediately stop using the Services and consult a medical professional if any of the following symptoms arise: (i) sudden groundless anxiety or fear; (ii) involuntary body movements, tingling; (iii) auditory or visual hallucination; (iv) clouding of consciousness. It is</p>	

<p>your sole responsibility to monitor your health condition while using the Services.</p>	
<p><b>1 GENERAL</b></p>	
<p>1. Where applicable, you need a user account to access and use the Services (the "<b>Account</b>"). If and when the Account is a must, you need to either (i) create an Account using your valid and unique username (if required), email address, and personal password, or (ii) authorize using the respective platform's credentials, where applicable. Notwithstanding the above, you undertake to provide truthful and accurate information that we might request from time to time. If you access to or use the Services using the third parties' credentials, you must comply with their terms of service. You acknowledge and agree that we have no power or control over the terms and conditions of the third parties' services.</p>	<p>First things first – if you want to play our games or use related services, you need to create or use an existing account.</p>
<p>2. Your Account is personal to you, and you cannot sell, transfer, share or allow anyone to access your Account and login credentials to any other person.</p>	<p>Please make sure that you are the only person that has access to your account and do not share it with anyone.</p>
<p>3. Notwithstanding anything contained herein to the contrary, you are responsible for any activity on your Account, including all purchases made on the Account. You acknowledge and agree (i) to keep your Account information confidential and, (ii) not to share your Account's credentials with anyone nor allow anyone to access and/or use your Account, and (iii) that any usage of your Account is deemed to have been used by you. Should your Account's information become publicly available due to your fault, we, therefore, do not hold any responsibility for your account and data stored on your account.</p>	
<p>4. You acknowledge and agree that you have no ownership or other property interest in your Account, including but not limited to Additional Content allocated on your Account.</p>	

<p>5. Your Account may be suspended or terminated, in whole or in part, at our sole discretion.</p>	
<p>6. If and when your Account is suspended or terminated, in whole or in part, you acknowledge and agree that you will have no longer access to the Account, including any content related to the Account (such as but not limited to Content or Additional Content).</p>	
<p>7. You confirm that you are at least 16 (sixteen) years old.</p>	<p>You must be at least 16 years old. If you are under 16 years old and you have not yet obtained your parent or guardians' consent, please do NOT use the services.</p>
<p>8. You confirm that under the law of the state of your residence you are eligible to enter into the present agreement and have the legal capacity necessary for exercising rights and performing duties under these Terms of Use.</p>	<p>You must be at least 16 years old. If you are under 16 years old and you have not yet obtained your parent or guardians' consent, please do NOT use the services.</p>
<p><b>2 LICENSE</b></p>	
<p>1. Subject to your continuing compliance with these Terms of Use, we on our behalf or through our licensees grant you a personal, non-exclusive, non-transferable, revocable, limited license to access and use the Services worldwide for your own individual, non-commercial, and entertainment purposes. Any commercial use of the Services by you is strictly prohibited. You agree not to use the Services for any other purpose than described above.</p>	<p>You obtain personal permission (the so-called "license") to use our services. In other words, when you do not do anything which is highly likely might be considered illegal, forbidden, or unacceptable, and fully comply with the terms of this agreement, there's nothing to worry about!</p>
<p>2. You acknowledge and agree that the Services and related Intellectual Property Rights are licensed to you, not sold. When we mention "<b>Intellectual Property Rights</b>" we understand, <i>inter alia</i>, copyright (including future copyright), database rights, patents (including rights in,</p>	<p>Please do not try to use our services in any other way than described on the left. Do not share your Account with anyone,</p>

and/or to, inventions), trademarks, service marks, trade names, and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses and all other intellectual property rights in each case subsisting at any time in any part of the world (whether registered or unregistered), as well as any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and any similar or analogous rights to any of these rights, whether arising or granted under the laws of Cyprus or in any other jurisdiction.

and do not do anything with our services other than having fun with it. Generally, just enjoy our games and be cool!

3. We own and reserve all rights, title, and interest in and to the Services, the content and data contained, provided, generated, created, posted, shared, or otherwise made available in or through the Services, including but not limited to: audiovisual materials (whether accompanied by sound or not), images, texts, characters, character names and aliases, character images, character likeness, designs, catchphrases, dialogues, sounds, animations, in-game items, in-game currencies, audio-visual effects, scripts, landscapes, abilities, descriptions thereof, game recordings, game broadcasts (the "**Content**"). Unless otherwise expressly allowed by us, you must obtain our direct permission to create any work of authorship based on the Content.

4. You may not access, use, copy, modify or distribute the Services unless expressly authorized by us or permitted by law. We own and reserve all other rights, titles, and interests to and in the Services and Intellectual Property Rights.

5. You are not entitled to use the Services in any other way than described herein, for example, lend, upload to or store on any website or server, sell, redistribute, copy, decompile, disassemble, reverse engineer, change or create derivative

works based on the Services, its updates, or parts, unless otherwise expressly allowed by us.	
6. You acknowledge and agree that you do not acquire any ownership rights by using the Services.	
7. This license also covers all updates and/or additional components of the Services, which might be created and provided to you in the future.	
8. If you provide us with any ideas, feedback, software code, information, works of literature or art, whatsoever, whether directly or indirectly, regardless of the form, whether written, oral or electronic (the " <b>Feedback</b> "), you, therefore, provide XTEN with a non-exclusive, worldwide, fully-paid, royalty-free, perpetual, irrevocable, transferable, sublicensable and assignable license to use, reproduce, incorporate, adapt, modify, change, amend, prepare derivative works, communicate to the public, publicly display, publicly perform, make available, sell, rent, lease, offer or otherwise exploit the Feedback for any and all current and future purposes and methods of exploitation, in whole or in part, alone or accompanied by other material, including any text, image or other creative elements that may be used.	We know it might sound silly, but it isn't. When you provide us with any sort of feedback, you, therefore, provide us with permission (license) to use your feedback. We need that right for various reasons, for example, to improve our games and services.
<b>3 IN-GAME PURCHASES AND DELIVERY</b>	
1. You can use the Services either free or by purchasing the Additional Content, where available.	Generally, our services are free, however, the additional content is provided for a fee.
2. Game Currency. We may provide you with a license to access and use in-game currency, such as energy, coins, gems, emeralds, diamonds, or other fictional representations of virtual valuables (the " <b>Game Currency</b> "). The Game Currency can be purchased for real money and used to enhance	We may offer you in-game purchases, but that does not mean that you have to make them. However, to get

<p>your gameplay experience or to purchase certain virtual In-Game Items.</p>	<p>access to certain supplementary features (e.g., premium access, in-game items, in-game virtual currency, etc.), we may request payment.</p>
<p>3. In-Game Items. We may provide you with a license to access and use certain virtual in-game items, such as playable characters, expansions, environment, customizations, or other cosmetic enhancements (the "<b>In-Game Items</b>"). The In-Game Items can be purchased for Game Currency, or for real money, where available.</p>	<p>When you decide to purchase the additional content, we, therefore, provide you with a license to do so. It's important to understand that you do not own the additional content but are only entitled to use it on the terms of this agreement. This means that you cannot, for example, sell your in-game items to another user.</p>
<p>4. Subscriptions. We may offer you to purchase subscriptions that provide access to certain content or services (Game Currency, In-Game Items, packs, bundles, passes, enhanced access, etc.) for a specified period of time, and intended to tailor your gameplay experience, depending on the game you play (the "<b>Subscriptions</b>"). Unless otherwise provided for in a respective Subscription plan, you will be charged automatically at the fee recurring interval applicable to the Subscription, until canceled or terminated. Upon cancellation or termination, you will not be able to access certain content or services of your Subscription plan. You can always manage your subscription settings, including the automatic renewal rule, by adjusting your Account, device, or the applicable platform's settings.</p>	
<p>5. After the respective payment has been received, we will do our best to deliver you Game Currency, In-Game Items, or Subscriptions (hereinafter collectively referred to as the "<b>Additional Content</b>") without undue delay. Our duty to deliver is considered performed after the respective amount of Additional Content has been delivered to your Account.</p>	<p>In-game purchases are usually delivered immediately after the payment. If you are having a hard time with a purchase, please contact the respective platform's help and support service, or, when buying directly from us, please do not hesitate to contact us via e-mail or in-game</p>

	help and support feature.
6. It is in our sole and absolute discretion to determine the Additional Content and/or other acquirable content purchasing price and sales. You acknowledge and agree that you do not own the Additional Content and that you only acquire a personal, limited, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to access and use it.	To put it simply, you can't use additional content outside of our Services. We can change the additional content's price; if we somehow affect your inventory, we might provide you with a replacement depending on actual circumstances, at our sole discretion.
7. Additional Content cannot be used outside of the Services. It has no real value and cannot be exchanged for non-game ("real") currency, services, or property, neither by us nor by third parties.	
8. Notwithstanding the above, we retain the right to, <i>inter alia</i> , delete, withhold, alter, remove, change, amend, replace, re-price, in whole or in part, any and all Additional Content and Content, at our sole discretion with or without further notice to you. We shall not bear the liability of any kind whatsoever based upon the above. Your sole remedy resulting from such is to stop using the Services.	
<b>4 PAYMENTS</b>	
1. We do not handle and are not responsible for handling payment transactions. All payments, transactions, and monetary operations are made by third-party payment service providers or payment processors. By making online purchases, you agree to be bound by their terms and conditions.	We do not process payment transactions. We use third parties' state-of-the-art and secure payment solutions.
2. When making purchases, you must provide true, accurate, and complete information about yourself and provide a non-fraudulent means of payment. If our payment service provider or payment processor brings to our attention that the information you provided, personal and/or financial, is untrue, inaccurate, or incomplete, or	You're responsible for providing true and accurate information.

<p>that there are reasonable grounds to believe that the information you provide is untrue, inaccurate, or incomplete, we are therefore entitled to annul related financial transactions and revoke all associated licenses acquired via such transactions.</p>	
<p><b>5 GENERAL PROVISIONS ON REFUNDS</b></p>	
<p>1. In some cases, you may request for a refund or cancellation of payment by addressing your inquiry either to the respective platform’s help and support, when buying through such platforms, or directly to us, when buying on our platforms.</p>	<p>For more information, please check the respective platform’s standard terms and conditions regarding refunds. If you make purchases directly from us, please consider contacting us via email or through the in-game help and support function.</p>
<p>2. When you make purchases through the respective platforms like App Store or Google Play, you therefore shall refer to the special refund regulation for such third-party platforms. For more information, please consider checking the respective platforms’ terms and conditions on refunds.</p>	
<p>3. When you make purchases directly through our platforms, then you shall address your refund inquiry directly to us.</p>	
<p>4. In case of refund, the payment processor’s standard terms and conditions will apply.</p>	
<p>5. If and when your refund or cancellation of payment request is accepted, we therefore will deduct the corresponding amount of Additional Content from your Account.</p>	
<p>6. Refunds are exclusive of the tax previously charged for purchases.</p>	
<p>7. Please be aware that should you violate any of the terms of this or the respective platform’s agreement or their integral parts, like giving your Account or payment details to anyone else, or providing untrue or inaccurate payment details, or have been suspected or found in fraudulent behavior, or refund abuse, your refund request may therefore be declined.</p>	



<p><b>6 REFUND REGULATION FOR THIRD-PARTY PLATFORMS</b></p>	
<p><b>1. App Store Refunds</b></p>	<p>Our games are mainly distributed via the platforms, thus we recommend you to get acquainted with their standard terms and conditions on refunds.</p>
<p>Some purchases from the App Store are eligible for a refund. To request a refund, go to <a href="https://reportaproblem.apple.com/">https://reportaproblem.apple.com/</a>, and follow the instructions of <a href="https://support.apple.com/">https://support.apple.com/</a>.</p>	
<p><b>2. Google Play Refunds</b></p>	
<p>Some purchases from Google Play are eligible for a refund, depending on the <a href="#">refund policies</a>. If it's less than 48 hours since you bought an app or made an in-app purchase, you can request a refund through Google Play. To request a refund, go to <a href="https://support.google.com/">https://support.google.com/</a> and follow the instructions.</p>	
<p><b>3. Amazon Appstore Refunds</b></p>	
<p>Some purchases from the Amazon Appstore may be eligible for a refund within 90 days of purchase, depending on the circumstances of your order. To request a refund, visit Your Orders and select "Return for Refund" next to that order.</p>	
<p><b>7 REFUND REGULATION FOR EEA USERS</b></p>	
<p>1. If you are a user of our Services in the European Economic Area and obtain access to or using our Services directly through our platforms, the below refund rules shall apply.</p>	
<p>2. You have the right to withdraw from any purchase within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the purchase. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the purchase by an unequivocal statement. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the</p>	

<p>right of withdrawal before the withdrawal period has expired.</p>	
<p>3. You may use the attached model withdrawal form, but it is not obligatory: To XTEN LIMITED: I hereby give notice that I withdraw from my purchase for the provision of the following service [specify the service], ordered on [specify details], received on [specify details], your full name and address, your signature (only if this form is notified on paper), and date.</p>	<p>This is a model withdrawal form, but it is not obligatory.</p>
<p>4. If you withdraw from the purchase, we shall reimburse you all payments received from you, including the costs of delivery (except for the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the purchase. We will carry out such reimbursement using the same means of payment as you used for the initial transaction.</p>	
<p>5. You hereby expressly acknowledge and agree that you will lose the right of withdrawal, to change your mind, cancel the purchase and get a refund when you get immediate access to or download the Additional Content, or after the service has been performed.</p>	<p>You will lose your right of withdrawal when we deliver to you the Additional Content, or when the service has been fully performed.</p>
<p><b>8 USER RULES</b></p>	
<p>1. While using the Services, you must comply with the terms hereof, its integral parts, and any applicable laws, rules, and regulations in the jurisdiction in which you reside.</p>	<p>The terms of this agreement are not exhaustive. You also must comply with the applicable laws of the jurisdiction of your residence, and other rules and regulations.</p>

<p>2. We reserve the right to take appropriate measures (including disciplinary measures) to protect, inter alia, us, our subsidiaries, parental companies, affiliates, directors, officers, employees, our software, services, and other subject matter, the reputation and goodwill thereof, at our sole discretion, against inappropriate behavior, regardless of whether such behavior is listed herein. The appropriate measures list is not limited and might be extended at our sole discretion as well, and as for the very date hereof include temporary and permanent bans, account suspension and/or termination and deletion thereof combined. However, we also reserve the right to cancel the measures taken at our sole discretion as well.</p>	<p>We believe that you are a trustworthy person and will not behave inappropriately. However, we must note that to make your and other users' experience safe and sound, we reserve the right to suspend or terminate this agreement with ones that violate the terms hereof. On the left, you can find out the list of inappropriate behavior, but you should be aware that the list is not exhaustive and for your reference only.</p>
<p>3. The following comprises the list of inappropriate behavior. However, the present list is not exhaustive and for your reference only:</p>	
<p>a) Violation of these Terms of Use or any integral part hereof;</p>	
<p>b) Spamming, trolling, threatening, flaming chat;</p>	
<p>c) Offensive behavior, harassing, fraud, or other threatening;</p>	
<p>d) Transmitting or communicating any content which we reasonably believe to be offensive or forbidden, including language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, or racially, ethically, or otherwise objectionable;</p>	
<p>e) Transmitting or communicating any content using unlawful language, including the Account and/or password or other user identification means, as well as committing other actions which, in our sole and absolute discretion, are deemed to be offensive, including without limitation content, language, or actions that is unlawful, harmful, threatening, abusive, harassing, defamatory,</p>	

<p>vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, or may use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;</p>	
<p>f) Transmitting, using, or communicating cheats, bots (and any other computer program intended for performance of forbidden actions or getting additional advantages), as well as any other computer program or technical means that interfere with normal Services functioning, or aimed at getting additional advantages, which are not provided for by the rules, logics or technical capabilities of the Services;</p>	
<p>g) Boosting services or similar activities.</p>	
<p><b>9 YOUR RIGHTS AND DUTIES</b></p>	
<p>1. You must comply with the terms of these Terms of Use in good faith.</p>	<p>Just enjoy our games the way they are designed and don't do anything that is prohibited under this agreement.</p>
<p>2. You are entitled to perform actions covered by the technical capabilities and logics of the Services. Only use Services for your personal entertainment.</p>	
<p>3. You are entitled to inquire us about defective functioning (technical failures, etc.) if such defective functioning is not caused by your actions, peculiarities of hardware and software used by you, quality of the Internet connection, as well as other circumstances that we are not responsible for.</p>	
<p><b>10 YOU MUST NOT</b></p>	
<p>1. Examine Services' source code, modify or amend it, create new works on its basis.</p>	<p>Everybody likes honest people. We do as well. Please enjoy our services as they were designed and don't do anything that</p>
<p>2. Mislead us (in particular, over your personality, age, the scope of legal capacity, etc.).</p>	

<p>3. Pass your username and password of the Account, as well as any other login information, to third parties.</p>	<p>is prohibited, nobody likes that person.</p>
<p>4. Provide third parties (including, but not limited to family members) with a possibility to access the Services with your Account.</p>	
<p>5. Use the Services in any way that interferes or may interfere with the normal functioning.</p>	
<p>6. Make use of defects of the Services' functioning whether such use results in additional advantages or not.</p>	
<p>7. Violate any of the terms hereof.</p>	
<p><b>11 WE ARE ENTITLED TO</b></p>	
<p>1. Limit Services' functionality or availability fully or partially at our sole discretion. We are not obliged to notify you of such and are not liable for any damage caused to you as the result of limitation of the Services.</p>	<p>We are striving to provide you with the best user experience possible. However, things happen, and we should have an opportunity to keep up with the circumstances.</p>
<p>2. Issue a warning regarding the violation of these Terms of Use or immediately terminate or suspend any or all Accounts that are used for accessing the Services in case of violation of the terms of these Terms of Use. We are not obliged to notify you before such termination or suspension.</p>	<p>Your breach of the terms hereof might result in suspension or termination of this agreement by us, depending on the gravity of the violation.</p>
<p>3. Nullify your in-game progress and achievements of any kind at any moment for any reason whatsoever without the obligation to notify you.</p>	
<p>4. Change at our sole discretion any and all Services' parameters (as well as characteristics of Additional Content), including without limitations:</p>	<p>When you use the services, their parameters might change. Remember, we do our best to</p>

a) value and usage of the Additional Content;	improve your experience.
b) the amount of fee to be paid for the use of the Additional Content;	
c) the way to determine experience points and other parameters;	
d) ways to interplay with Additional Content;	
e) logics and technical capabilities of the Services;	
f) ways to get access to the Services.	
<b>12 TRANSFER OF INFORMATION ABOUT CRIMES</b>	
In case we learn about your illegal activity, we therefore shall have the right to inform law enforcement authorities about violations of the legislation committed by you and to pass to law enforcement authorities all available information about such violations. Should we receive a respective inquiry, we, therefore, are also entitled to pass such information to law enforcement authorities or other organizations that are eligible for obtaining such information under the applicable legislation.	Your illegal behavior will entitle us to pass such information to respective authorities and organizations.
<b>13 NO WARRANTIES</b>	
YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY ABOUT THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, ERRORLESS OPERATION, OR RELIABILITY OF THE CONTENT OF THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS; THAT ALL THE ABOVE WILL BE UNINTERRUPTED OR	We provide you with access to use our services, however, the services are provided "as is", which means that the services are not free of any errors or omissions.

<p>ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DOWNLOADING AND USING ANY PART OF THE SERVICES IS AT YOUR DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ALL DAMAGE TO YOUR DEVICE SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES.</p>	
<p><b>14 LIMITATION OF LIABILITY</b></p>	
<p>TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES OR SUBSIDIARIES WILL NOT BE LIABLE TO YOU FOR ANY PERSONAL INJURY OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DAMAGE CAUSED TO YOUR PROPERTY, LOST DATA OR OTHER INTANGIBLE, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES.</p>	<p>We include the so-called "Limitation of Liability" clause to underline that the services are provided "as is" and your sole remedy is to stop using them.</p>
<p><b>15 INDEMNITY</b></p>	
<p>TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XTEN LIMITED AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS FROM AND AGAINST ANY CLAIMS, LAWSUITS, FINES, CHARGES, LIABILITIES, LOSSES, AND COSTS THAT ARISE AS A CONSEQUENCE OF YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE OR ANY INFRINGEMENT BY YOU OF ANY THIRD PARTY'S RIGHTS.</p>	<p>This is our tool against and exemption from legal liability arising out of your illegal actions.</p>
<p><b>16 TERMINATION</b></p>	
<p>1. These Terms of Use are effective until terminated by either party.</p>	<p>You can terminate this agreement at any time. We may</p>

<p>2. We reserve the right to terminate these Terms of Use without further notice, in whole or in part, unilaterally at any time, at our sole discretion.</p>	<p>terminate or suspend this agreement at our sole discretion, too.</p>
<p>3. When we decide to terminate these Terms of Use, your Account will be dissolved, and your right to use the Services, Additional Content, and Content will cease.</p>	
<p><b>17 FINAL PROVISIONS</b></p>	
<p>1. These Terms of Use and all its integral parts are regulated by the law of the Republic of Cyprus.</p>	<p>These are final clauses of the agreement, which refer to the applicable law, disputes settlement, enforcement, and other legal stuff.</p>
<p>2. The invalidity of any provision of these Terms of Use invalidates neither these Terms of Use as a whole nor other provisions thereof.</p>	
<p>3. All disputes arising out of or in connection with these Terms of Use (including but not limited to disputes over the invalidity of these Terms of Use, as well as disputes over interpretation and performance of these Terms of Use) shall be governed by and construed in accordance with the laws of the Republic of Cyprus. Sole and exclusive venue for any action or proceeding arising under or related to this agreement shall be courts of Cyprus.</p>	
<p>4. You agree to first inform us of any dispute by sending us a claim at least thirty (30) calendar days prior to any action of yours.</p>	
<p>5. If a dispute is submitted to a court, the winning party is entitled to all reasonable damages connected to the court proceedings (including legal costs).</p>	
<p>6. Non-performance of any provision of these Terms of Use either by us or by you does not constitute a refusal to perform such provision at a present or in the future, neither does it deprive other parties of the right to demand performance of such provision.</p>	



7. If you have any questions, please contact us at [chess@whitesharx.com](mailto:chess@whitesharx.com)