

EULA

End User License Agreement regarding SCOTTY

1. Background and general information

1. SCOTTY is a virtual reality game (“SCOTTY” or the “Game”). SCOTTY is offered by Visualhawk Solutions Inc AB (“Visualhawk Solutions Inc”), a company based in Toronto, Canada. SCOTTY may be played by downloading it from any of the authorized gaming console system it is available on (hereinafter referred to as “Visualhawk Solutions Inc’s Partners”) and using it on the user’s device.
2. To play SCOTTY, Visualhawk Solutions Inc requires that the user reviews and agrees to the following terms and conditions of this End User License Agreement (“EULA”).
3. This EULA describes the terms and conditions under which a user may use and play SCOTTY. Visualhawk Solutions Inc may amend this EULA from time to time by posting an amended version at [https:// SCOTTY.game /eula/](https://SCOTTY.game/eula/). If the user accepts this EULA, the then-current version of this EULA shall apply each time the user play SCOTTY.
4. By downloading and/or playing SCOTTY, the user accepts the terms and conditions in the EULA. If the user does not accept the terms and conditions in the EULA, the user must not download, access or play SCOTTY and must discontinue its use immediately.

2. Requirements to play

To play SCOTTY, the user must: (i) pay a fee, as charged by Visualhawk Solutions Inc’s Partner, for the user’s copy of SCOTTY; (ii) download a copy of SCOTTY to an authorized gaming console system and (iii); comply with this EULA.

1. Termination and suspension of account

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1. By Visualhawk Solutions Inc for termination of the Game

Visualhawk Solutions Inc does not guarantee that it will continue to support the Game indefinitely. Visualhawk Solutions Inc may, in its sole discretion, cease to provide any or all of the items or services offered in connection with SCOTTY (including patches and updates) and terminate the EULA. Visualhawk Solutions Inc may communicate such termination to the user upon 30 days’ notice in any of the following manners: (i) when the user logs into the user Account (ii) in a notice on Visualhawk Solutions Inc’s website; (iii) via electronic mail; or (iv) in another manner that Visualhawk Solutions Inc deems suitable to inform the user of the termination. If Visualhawk Solutions Inc terminates the EULA pursuant to this section, the user will not be entitled to receive a refund of any Fees.

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1. **By Visualhawk Solutions Inc for breach or misconduct**

Visualhawk Solutions Inc, in its sole discretion, may immediately and without notice terminate the EULA and cancel all rights granted to the user under the EULA if: (i) the user fails to pay the fee when due; (ii) Visualhawk Solutions Inc is unable to verify or authenticate any information the user provides; (iii) the user or anyone using accessing SCOTTY materially breaches the EULA, makes any unauthorized use of the Game, or infringes the rights of Visualhawk Solutions Inc or any third party; or (iv) Visualhawk Solutions Inc becomes aware of gameplay that is, in Visualhawk Solutions Inc's discretion, inappropriate, offensive, or in violation of the rules of conduct. Visualhawk Solutions Inc may, but is not obligated to, provide notice of termination via electronic mail, or any other means reasonably calculated to reach the user. Termination by Visualhawk Solutions Inc under this section shall be without prejudice to or waiver of any and all of Visualhawk Solutions Inc's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative. The user will not be entitled to receive a refund of any fees for a termination pursuant to this section.

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1. **By the user**

1. Termination of EULA

The user may terminate the EULA upon notice to Visualhawk Solutions Inc via electronic mail. Upon termination of the EULA, the user must cease playing and/or accessing the Game immediately. Upon termination of the EULA, the user will not be entitled to receive a refund of any fees in the event of such termination.

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1. Change in the EULA

If an amendment alters a term of the EULA that is unacceptable to the user, the user may, as the user's sole and exclusive remedy, terminate the EULA. The user may terminate the EULA by notifying Visualhawk Solutions Inc via electronic mail to Visualhawk Solutions Inc at [e-mail address] within thirty (30) days after the amended EULA was communicated to the user, provided that the user has not downloaded, accessed or played the Game during that period. The user's notice must state that the user does not agree to the amended EULA, specifically describing the amendment(s) with which the user disagrees, and that the user wishes to terminate the EULA. The user will not be entitled to receive a refund of any fees in the event of such termination. If the user downloads and/or continues to access or play the Game, the user shall be deemed to have accepted the amended EULA and waive the user's rights to terminate under this section.

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1. **Effects of Termination**

If for any reason the EULA is terminated, all rights granted to the user under the EULA will terminate, unless expressly reserved by applicable law. The user must discontinue the user's use

of the Game, the user may not access or play the Game, and all the acquired attributes within the game, including, but not limited to progress, will be lost. If for any reason the EULA is terminated, the user will not be entitled to compensation for the past time the user spent playing SCOTTY, or for any other compensation.

1. **User conduct**

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1. **Specifically Restricted Conduct**

The user's license to play the Game is subject to proper conduct. Without limiting Visualhawk Solutions Inc's rights to control the Game environment, and the conduct of the players within that environment, Visualhawk Solutions Inc prohibits without limitation the following practices:

1. The user may not use the user's own or third-party software to modify any content appearing within the Game environment or change how the Game is played.
 1. The user may not use the user's own or any third-party software, macros or other stored rapid keystrokes or other patterns of play that facilitate gameplay, including progress and/or acquisition of items, rank or status when compared with ordinary Game play. The user may not rewrite or modify the user interface or otherwise manipulate data in any way to acquire items, character attributes or beneficial actions not actually acquired or achieved in the Game.
 2. The user may not use any information accessible through the Game, to bypass the Game architecture or create or provide any other means through which the Game may be accessed and/or the Game may be played by others, as, for example, through server emulators.
 3. The user may not submit any content to any chat room or other public forum hosted by Visualhawk Solutions Inc that is harassing, abusive, threatening, harmful, obscene, libelous or defamatory, encourages conduct that could constitute a criminal offense or give rise to civil liabilities, or is unlawful in any other way, including without limitation the submission of content that infringes on a third-party's intellectual property rights.
 4. **Compliance with rules of conduct**

The user agrees to observe and abide by the above rules of conduct, as amended by Visualhawk Solutions Inc from time to time, as well as any additional rules of conduct or terms of use published by Visualhawk Solutions Inc for SCOTTY. Additional rules of conduct or terms of use, if any, may be viewed at <https://scotty.game>, and are incorporated in the EULA by reference.

1. **Privacy and use of personal data**

The terms of Visualhawk Solutions Inc's from time to time existing privacy policy will apply in addition to the terms of this Section. The privacy policy is available at <https://scotty.game>. Transmissions of information by the user to Visualhawk Solutions Inc are not private. The user

acknowledges and agrees that the user have no expectation of privacy regarding transmission of information the user makes in the Game. Visualhawk Solutions Inc is the data processor.

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1. Definitions

The term “User Personal Data” means the following information relating to the user’s personal account details: the user’s profile name or other online identification, preferences and settings including communication or content restrictions and parental control settings, other account information such as language selection, any dates the foregoing data is modified, and any other information relating to the user’s account.

The term “User Gameplay Information” means any information relating to the user’s play or use of the Game, including of the user’s gameplay statistics, preferred strategies, trends, history of technical issues and support usage.

User Personal Data and User Gameplay Information together constitute “User Data”.

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1. Collection and Use of User Personal Data

The user acknowledges, agrees and consents to that Visualhawk Solutions Inc may collect and store User Personal Data and use them for the limited purposes of: (i) verification or authentication of a user’s identity, (ii) establishing an account with Visualhawk Solutions Inc, (iii) the provision of services to users, such as gameplay and technical support, and (iv) marketing and offering Visualhawk Solutions Inc products and services to the user. Any storage or use of User Personal Data will be subject to compliance with Visualhawk Solutions Inc’s from time-to-time existing privacy policy. As set out below under “Transfer and Sharing of User Data”, User Data may be transferred, collected, or stored in locations outside Canada including the European Economic Area, the United States and the People’s Republic of China, provided that such transfer is subject to the EU-US Privacy Shield or equal rules. Any transfer of User Data to, or collection or storage by, an affiliate of Visualhawk Solutions Inc shall be subject to binding duty of confidentiality.

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1. Collection and use of User Gameplay Information

The user acknowledges and agrees that Visualhawk Solutions Inc may collect and store User Gameplay Information about the user, both as an individual and aggregated with the User Gameplay Information of other users of the Game. In addition, the user acknowledges and agrees that Visualhawk Solutions Inc may analyze and use such User Gameplay Information for the purposes of review, research, development, maintenance, operation, administration, and support, and for the marketing of Visualhawk Solutions Inc products and services.

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1. Transfer and Sharing of User Data

2. The user agrees that Visualhawk Solutions Inc may transfer, share, and/or store the user's User Data:
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 1. whether inside or outside the European Economic Area where reasonably necessary to administer, operate maintain and support the Game;
 2. in particular, to the Canada, the US and the People's Republic of China for the purpose of managing customer support and technical issues, provided that such transfer is subject to the EU-US Privacy Shield or equal rules; and
 3. with Visualhawk Solutions Inc's Partner, and other suitable third parties under a binding duty of confidentiality in order for such third parties to carry out the limited activities of Visualhawk Solutions Inc permitted according to this Section 5.
 3. All transfer, storage, and use of User Data shall at all times be subject to Visualhawk Solutions Inc's current privacy policy for the Game from time to time.
 4. **User rights**
 - 4.1 The consent is provided until it is revoked. The personal data may be modified or supplemented, and the consent to processing thereof may be revoked by sending an e-mail to admin@VisualhawkSolutions.com. In such case, the provided User Data will be updated, blocked or deleted as requested, and if required, we will discontinue to process your personal data. Upon request to migrate your personal data, your personal data will be made available for you to download. Such request must be sent to the above e-mail address. You can also at any time stop us from collecting your personal data by discontinuing using the Game.
 - 4.2 The user have the right to lodge a complaint with Datainspektionen, (datainspektionen@datainspektionen.se).

2. Security and disclosure of User Data

Visualhawk Solutions Inc does not guarantee that User Data transmitted to Visualhawk Solutions Inc, including without limitation information in the user's account and/or User Personal Data, will not be disclosed to third parties. While Visualhawk Solutions Inc's aim is to keep the user's User Data confidential and Visualhawk Solutions Inc employs security measures to protect it, third parties may unlawfully intercept transmissions or private communications, or access data within Visualhawk Solutions Inc's systems. Visualhawk Solutions Inc may (and the user hereby expressly authorizes Visualhawk Solutions Inc to) disclose information about the user to private entities, law enforcement or other government officials, as Visualhawk Solutions Inc, in its sole discretion, deems necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries. The user further agrees that in the event of a failure in the Game, Visualhawk Solutions Inc's systems and software, Visualhawk Solutions Inc

may provide crash dump information (which is information on the state of a computer system when a crash occurs, and may include the user's User Data) to third parties under suitable confidentiality restrictions in order to review, analyze and provide reports on such information to determine the cause or correction of the failure.

1. License

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1. Limited License

Subject to the terms of the EULA, Visualhawk Solutions Inc grants the user a limited, non-exclusive, revocable license to use SCOTTY and its accompanying documentation solely in order to play the Game. The user may use only one copy of the Game. The user must pay for and download a separate copy of the Game for each device the user intends to use to access and play the Game on; e.g., if the user have two devices, the user must have two licensed copies of the Game. The user may make one (1) copy of the Game for backup or archival purposes.

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1. Specific Restrictions

Any and all rights not expressly granted by Visualhawk Solutions Inc herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied. The user may not intercept any information accessible through the Game for any purpose other than playing SCOTTY in accordance with the EULA. The user may not copy (except as for backup purposes as set out above), distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or transfer the Game or any documentation accompanying the Game. The user may not transfer the Game except as permitted by the EULA. The user may not copy, distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or transfer any information accessible through the Game, including without limitation, any part of the Game content or any item, object or character in the Game. The user may not reverse engineer, disassemble or decompile, or attempt to reverse engineer or derive source code from, all or any portion of the Game, or from any information accessible through the Game (including, without limitation, data packets transmitted to and from Visualhawk Solutions Inc's systems over the Internet), or anything incorporated therein, or analyze, decipher, "sniff" or derive code (or attempt to do any of the foregoing) from any packet stream transmitted to or from the Game, whether encrypted or not, or permit any third party to do any of the same, and the user hereby expressly waive any legal rights the user may have to do so. If the Game contains license management technology, the user may not circumvent or disable that technology. This section shall apply to the fullest extent permitted by applicable law.

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1. Software Updates

Visualhawk Solutions Inc may from time to time update or otherwise modify the Game electronically, or require the user to install updates, patches or fixes to the Game ("Updates"). Updates may change the Game's terms, conditions, features, items, mechanics, or any other

element of the Game. The user must install such Updates before the user will be allowed to proceed to play the Game. If the user fails to install the new release when required, Visualhawk Solutions Inc will not be responsible in any way for the user's inability to play SCOTTY, and the user shall not be entitled to receive a refund of any prepaid fees or any other form of compensation.

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1. New Releases of the Software

The user is not entitled to receive any new releases of the Game, or any expansion packs, updates, upgrades or similar products under the EULA, but Visualhawk Solutions Inc may, in its sole discretion, offer any or all of the foregoing to the user. Visualhawk Solutions Inc may provide new releases or otherwise enhance the Game at any time, in its sole discretion, without obligation to the user. Any such new release or other enhancement of the Game may change the Game's terms, conditions, features, items, mechanics, or any other element of the Game. Periodically, Visualhawk Solutions Inc will require all users to migrate to new releases of the Game in order to continue to play it. If the user fails to update the Game and install the new release when required, Visualhawk Solutions Inc will not be responsible in any way for the user's inability to play SCOTTY, and the user shall not be entitled to receive a refund of any prepaid fees or any other form of compensation.

1. Proprietary rights

As between the user and Visualhawk Solutions Inc, Visualhawk Solutions Inc is the sole and exclusive owner of the Game and Game Content (as defined below). The Game and all Game Content are protected by law governing copyrights, trademarks and other proprietary rights. Visualhawk Solutions Inc reserves all rights not expressly stated herein. The Game is comprised of, without limitation, software code, programs, routines, subroutines, objects, files, data, characters (and items, objects and attributes comprising or associated with a character), graphics, sound effects, music, animation, video, text, content, design and other information downloaded from and accessible through the Internet when applicable (collectively, the "Game Content"). Visualhawk Solutions Inc, its affiliates, licensors and/or suppliers retain all of their right, title and interest (including without limitation all intellectual property rights) in and to the Game and all Game Content, and no rights thereto are transferred to the user, except for the limited license granted above. The user hereby irrevocably, and without additional consideration beyond the rights granted to the user herein, assigns to Visualhawk Solutions Inc any and all right, title and interest the user has, including copyrights, in or to any and all information the user exchanges, transmits or uploads while playing the Game, including without limitation all files, data and information. The assigned rights include the right to lease and assign the rights and make changes to the information. To the extent that any such rights are not assignable, the user hereby grants Visualhawk Solutions Inc an exclusive, perpetual, worldwide, irrevocable, assignable, royalty-free license, fully sub-licensable through multiple tiers, to exercise all intellectual property and other rights, in and to all or any part of such information, in any medium now known or hereafter developed. Violation of Visualhawk Solutions Inc's proprietary rights is a material breach of the EULA, in the event of which Visualhawk Solutions Inc may terminate the EULA and take whatever additional action Visualhawk Solutions Inc deems appropriate under

the circumstance. The foregoing is without prejudice to or waiver of any and all of Visualhawk Solutions Inc's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

1. Warranties, damages and limitation of liability

The Game, all Game Content, and all other services and material provided in connection therewith, are provided "AS IS," with all faults, and without warranty of any kind. The user assumes all risk of use and all risk associated with playing the Game. Visualhawk Solutions Inc disclaims all warranties, whether express or implied, including without limitation the warranties of merchantability, fitness for particular purpose and non-infringement. There is no warranty against interference with the user's enjoyment of the Game. Visualhawk Solutions Inc does not warrant that the operation of the Game or the user's access to the Game, or that the user's use of the Game will be uninterrupted or error-free, or that the Game will be compatible with the user's hardware and software. In the event of a malfunction of, or the user's inability to use, the Game the user has downloaded, the user's sole and exclusive remedy shall be a replacement download, and Visualhawk Solutions Inc shall have no liability for the faulty download. Under no circumstances shall Visualhawk Solutions Inc, its affiliates, Visualhawk Solutions Inc's Partner, licensors or suppliers be liable to the user or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages (including without limitation, lost profits or lost or corrupted data), arising out of or in connection with the Game, Game Content, the EULA, or any other services or materials provided in connection therewith, whether based on warranty, contract, tort or any other legal theory, and whether or not Visualhawk Solutions Inc is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose. Nothing in this EULA shall limit any party's liability in respect of fraud, death, personal injury, or anything else in respect of which liability may not be limited as a matter of law. If any of the foregoing disclaimers or limitations of liability in this Section 9 or elsewhere in the EULA are declared to be void or unenforceable, then Visualhawk Solutions Inc's liability shall be limited to the maximum extent permissible under applicable law. The remedies set forth herein are exclusive and in lieu of all other remedies, oral or written, express or implied.

1. Indemnity

The user shall defend, indemnify and hold harmless Visualhawk Solutions Inc and its affiliates, licensors and suppliers, and their respective employees, contractors, officers and directors, from any and all claims, loss, damages and demands, including reasonable attorneys' fees, arising out of: (i) the user's use or misuse of the Game; (ii) any activities conducted with the user's copy of the Game (whether by the user or another person); and (iii) the user's playing of the Game.

1. Miscellaneous

If any part of the EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties expressed in the EULA, and the remaining portions shall remain in full force and effect. The user shall comply with all applicable laws regarding the user's access to and use of the Game. Except as otherwise provided herein, the user may not assign or transfer the EULA or

the user's rights thereunder, and any attempt to do so shall be null and void. The EULA, including any rules of conduct and the fees and payment terms as referenced therein, and Visualhawk Solutions Inc's privacy policy, as each may be amended by Visualhawk Solutions Inc from time to time, set forth the entire understanding and agreement between Visualhawk Solutions Inc and the user with respect to the subject matter hereof. Except as provided above, or in a writing signed by both parties, the EULA may not be modified or amended. No distributor, agent or employee of Visualhawk Solutions Inc is authorized to make any modifications or additions to the EULA. All notices to Visualhawk Solutions Inc required or permitted by the EULA shall be by electronic mail at admin@VisualhawkSolutions.com unless otherwise set out in the EULA.

1. Seizure warning

Some users may in rare instances experience seizures when exposed to certain light patterns or flashing lights. Exposure backgrounds or to certain light patterns on a virtual reality device may induce an epileptic seizure, even for persons who have no history of prior seizures or epilepsy.

1. Amendments to EULA

Visualhawk Solutions Inc may, in its sole discretion, amend the EULA from time to time by posting an amended version at [http://Visualhawk Solutions Inc.com](http://VisualhawkSolutionsInc.com) and/or notifying the user when the user attempts to access the Game. The user must accept the amended EULA in order to continue to play the Game. If the amendment alters a material term of the EULA that is unacceptable to the user, the user may, as the user's sole and exclusive remedy, terminate the EULA and close the user's Account as set out in Section 3.

1. GOVERNING LAW AND JURISDICTION

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1. The EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the material laws of Canada, without regard to its rules on conflicts of laws. The EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
2. Any dispute, controversy or claim arising out of or in connection with the Game and this EULA contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Toronto Chamber of Commerce. The seat of arbitration shall be Toronto, Canada. The language to be used in the arbitral proceedings shall be the English language.
3. Notwithstanding the foregoing, Visualhawk Solutions Inc shall be entitled to issue legal proceedings against the user in any other competent jurisdiction. This includes without limitation that Visualhawk Solutions Inc shall be entitled to seek injunctive relief in any jurisdiction in which this EULA is being breached or Visualhawk Solutions Inc's interests are being prejudiced. The EULA will be published in English. The EULA may be translated into one or more additional languages for convenience of the reader. If the EULA is published in any

language other than English, the English language version of the EULA will be the governing agreement and shall control all interpretation thereof.

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