

Terms of Service and End-User License Agreement (TOS/EULA) for BattleBit Game Server Hosting

This agreement contains the Terms of Service (TOS) and End-User License Agreement (EULA) between **OKIGAMES OYUN VE YAZILIM HİZMETLERİ LİMİTED ŞİRKETİ**, or **OKIGAMES LIMITED** or "we" or "our" and anyone or anything hosting a gaming server for the game 'BattleBit', hereinafter referred to as "Server Owner," "You," or "Your." You consent to comply with the following conditions by providing a gaming server for BattleBit.

This End-User License Agreement is a contract that governs the use of the BattleBit game server software, including any related media, printed publications, and online or digital documentation. You consent to comply with the terms of this EULA by setting up, replicating, or utilizing the Server Software in any other way. You are not permitted to use the Server Software if you do not accept the conditions of this EULA.

1. Hosting Agreement for Servers

1.1 Permitted Use: You are granted a restricted, non-exclusive, non-transferable, revocable license by OKIGAMES LIMITED to run a game server for the online multiplayer game developed by OKIGAMES LIMITED. The acceptance of this TOS/EULA is a condition of this license. You understand that this license is for your personal, non-commercial use only, depending on your adherence to the terms of this EULA. You are not given any ownership rights in the Server Software under this license.

1.2 Disclosing any non-public parts of the server software or anything associated with the server software with other external third parties, will hereby be deemed a breach of this license. You are, in under no circumstances whatsoever, allowed to publish any non-public parts of the server software online, or through any other means.

1.3 Abuse of Backend Application Programming Interface (API) Access: Servers that are whitelisted have limited access to the backend API, which is essential for enabling players to join. It is strictly prohibited to misuse any Backend API access provided by the Server Software. The Backend API should solely be utilized for legitimate communications with the game server. Unauthorized usage of the Backend API, including but not limited to data scraping or any other form of abuse, is explicitly forbidden.

1.4 Server Names and Material: It is prohibited to name your servers in a manner that implies derogatory, insensitive, biased, or undesirable material. No discriminatory phrases, vulgarity, or harsh language are permitted in server names. You cannot misrepresent OKIGAMES LIMITED/BattleBit's official affiliation or use server names to trick players.

1.5 False Player Counts: On your server, you may not inflate the number of players. It is forbidden to exaggerate the number of players in order to draw users.

1.6 Moderation: You are responsible for managing player conduct on your server, including addressing bullying, toxic behavior, and cheating. It is essential to maintain a secure and

enjoyable environment for all gamers. While you are not required to moderate continuously throughout the day and night, you cannot neglect this responsibility entirely.

1.7 Reporting Mechanism: You should give users/players a mechanism to inform you of offensive conduct or material on your server. Based on the seriousness of the infractions, you should respond to player complaints and take necessary action. While this is optional, it is highly recommended.

1.8 Technical Assistance: While OKIGAMES LIMITED/BattleBit is not responsible for supplying technical assistance for community servers, we might offer support on a case-by-case basis at OKIGAMES LIMITED/BattleBit's sole and absolute discretion.

1.9 Server Performance: You are solely accountable, liable and responsible for keeping the performance of your server to make sure that there is a smooth experience for players. Performance on the relevant server ought not to be lower than 30Hz. You are required to temporarily terminate the service with proper notification to the playing players in the event of serious performance decreases until the problem is fixed.

1.10 Server Maintenance: You are solely responsible for keeping their server up-to-date. Updates must be applied within 24 hours of their release. However, it is advised to update as soon as possible to minimize disruption to player experience. The whitelist might be temporarily deleted if the server version is not updated on game breaking or urgent server versions. Permanent cancellation of the whitelist will occur after three instances of non-compliance, unless a valid reason is provided by the server owner.

1.11 Server administrators and moderators are not permitted to identify themselves as the OKIGAMES LIMITED/BattleBit's official developers or BattleBit's official moderators. Any resulting ambiguity must be clarified by the Server Owner.

1.12 Regarding IP addresses that have been whitelisted, it is not permitted to sell, rent or transfer the IP address to other parties. The upkeep of the server's security is the sole responsibility of the Server Owner.

1.13 Improper Material: It is not permitted to host a server that encourages partial viewpoints, participates in political discourse, or contains inappropriate material.

1.14 Unrelated Content: It is prohibited to advertise irrelevant material on the server (such as links to or purchases of items unrelated to OKIGAMES LIMITED/BattleBit). Marketing clans or Discord servers for the OKIGAMES LIMITED/BattleBit community, however, is permissible.

1.15 Donations: Server owners are permitted to accept donations in exchange for several benefits including higher priority queue access, unofficial assets (such as weapon and character skins). Exclusively on unofficial progression servers, server owners can alter player progression in exchange for donations.

1.16 Unauthorized Content: Any content which is not accessible through player progression, including but not limited to Twitch Drops, Support Packs, Creator Content, Event Content, and the like, shall not be made available to any player, inclusive of yourself and any staff members, except where said content is explicitly and solely created for the purpose of community servers.

1.17 Piracy and Modifications: It is completely forbidden to alter servers such that they would accept pirated clients, distribute changed server files, or provide illegal access to content that has been compensated for.

1.18 Additionally, the Server Owner also consents that in order to protect the OKIGAMES LIMITED/BattleBit brand and its assets, the Server Owner must abstain from engaging in activities such as gambling, pornography, criminal activity, terrorism, or other inappropriate or explicit/serious material.

1.19 Accountability for Server Security and Access: As the server owner, you are fully responsible for any violations of this TOS/EULA by your staff or anyone with access to your server's API or commands. You must ensure the security of your server, carefully restrict access, and judiciously grant server permissions. If a staff member abuses their powers, and you promptly take corrective action, you will not be held responsible for their actions. However, if you do not take appropriate action, or if the staff member has access to API or commands that are in violation of this TOS, you will be held accountable for any resulting consequences. This may include revocation of your server's whitelist status or other penalties as outlined in this TOS/EULA.

2. Limitations

You cannot:

2.1 Server Software Modification: Modifying the game's server software, including changing, adjusting, transcribing, debugging, disassembling, or creating derivative works, is prohibited unless you have written authorization from OKIGAMES LIMITED. However, if you host the game without using the official game progression, you may be permitted to make adjustments, transcriptions, debugging, disassembling, or create derivative works, but such derivative works must not contain any source code from the game's server software.

2.2 Make use of the software for any business endeavor or in a manner that contravenes any rules or laws that may be in force.

2.3 Send or exhibit any content that is obnoxious, rude, degrading, sexually explicit, libelous or otherwise inappropriate using the software.

2.4 Remove, alter, or obscure any intellectual property rights, trademark, or other property notices attached to the game's server software.

2.5 Without OKIGAMES LIMITED/BattleBit's express written approval, you may not distribute, trade, rent, lease, sublicense, or otherwise assign the game's server software to any third party. Hence, you understand that you are not allowed to transfer or grant a license

of the rights under this TOS/EULA to any other external third parties, unless you obtain the express written consent of OKIGAMES LIMITED/BattleBit. Similarly, you must not transfer, assign, sell, lease, rent, sublease or otherwise provide ownership or control of your hosted server to a third party, unless you have OKIGAMES LIMITED/BattleBit's explicit written approval.

3. Adherence to Game Content and Rules

3.1 Conformity with Game Rules: You are responsible for keeping your server in line with BattleBit's published game rules, which include policing player conduct, discouraging cheating, and encouraging fair play.

3.2 Improper Content: You are responsible for making sure that none of the content on your server, including player-generated content, is offensive, improper, or unlawful. This includes, but is not limited to, hate speech, explicit material, and anything that encourages prejudice or violence.

3.3 You shall also be exclusively responsible for maintaining the server in a good working condition as well as complying with all applicable laws, regulations, and guidelines related to the operation of the game server in your jurisdiction. Therefore, you explicitly hereby concur, agree and acknowledge that you are solely in charge of making sure that your server satisfies necessary requirements for a seamless gaming experience. OKIGAMES LIMITED/BattleBit reserves the right to ask for server speed enhancements if it thinks they are needed.

3.4 In case of server downtime or termination, you must promptly inform playing players and take appropriate action to reduce downtime in the case of server maintenance, upgrades, or problems impacting server stability or properly inform playing players for termination.

4. Data handling and API Access

4.1 Utilization of API Access: You may utilize API access to collect and show players on your server game-related data. To avoid giving yourself an unfair advantage or harming other players' gameplay experiences, you are forbidden to utilize the API to modify or misuse game mechanics, advancement, or data.

4.2 Player Data - Privacy: When handling player data, you must adhere to all applicable privacy laws and rules. Without the players' express permission, you may not collect, keep, or share their personal information. If you do collect user information, you must make your privacy practices apparent to them.

5. Adherence to Law and Ethics

5.1 Illegal Actions: While running a server for OKIGAMES LIMITED/BattleBit, you may not take part in any illegal actions. This includes, but is not limited to, taking part in any other criminal action, such as hacking, lying, or disseminating stolen material.

6. Termination

6.1 Until it is terminated, this TOS/EULA is in effect.

6.2 OKIGAMES LIMITED/BattleBit Termination: If you violate, or not violate, any of the conditions specified in this TOS/EULA, OKIGAMES LIMITED/BattleBit retains the right to cancel this agreement temporary or permanently and withdraw your server owning/hosting rights. This will occur instantly or with warning depending on case severity. Upon termination, you are required to stop using the software and get rid of all copies you may have. The effect of the termination shall also be the fact that all rights assigned and granted to you will no longer have an effect.

6.3 You are also capable of terminating this TOS/EULA at any moment by contacting OKIGAMES LIMITED/BattleBit Officials. Nevertheless, you must give back all copies of the game's server software or wreck them at your earliest convenience by providing confirmation through writing to OKIGAMES LIMITED.

7. Liability for Violation

7.1 You hereby understand that violation of this TOS/EULA will provide the right to OKIGAMES LIMITED to undertake legal action and obtain monetary damages or other remedies, either in law or in equity, for any harm, injury, losses and damages suffered in consequence of the violation of this TOS/EULA.

8. Ownership

8.1 OKIGAMES LIMITED and its licensors, partners, affiliates, subsidiaries and/or agents are the exclusive owners of the game's server software and all associated intellectual property rights. These rights are unequivocally protected through various International copyright regulations, laws and treaties. You are, in under no circumstances whatsoever, allowed to delete or obscure any designation that proves the copyrights and other intellectual property rights from the game's server software.

8.2 OKIGAMES LIMITED reserves all rights that are not expressly given to you in this TOS/EULA. Therefore, you hereby agree and understand that OKIGAMES LIMITED/BattleBit maintains its ownership of the game's server software.

9. Changes to the TOS and EULA

9.1 Changes: This TOS/EULA may be updated at any moment by OKIGAMES LIMITED/BattleBit. It is your duty to frequently check this material. Upon major changes, necessary announcements will be made from OKIGAMES LIMITED.

9.2 After this TOS/EULA is modified, if you continue operating a gaming server, it means you agree to the new conditions.

Updated to this TOS/EULA can be found at agreements.battlebit.cloud/GameServerTos.pdf

10. Limitation of Liability

10.1 Not Responsible/Liable: Even if made aware of the possibility of such losses, OKIGAMES LIMITED/BattleBit will never, under any circumstances, be responsible for any indirect, special, incidental, punitive, or consequential losses, harm or damages resulting from or associated with the utilization of the server.

11. Confidentiality

11.1 You shall not, in any fashion, form, or manner, either directly or indirectly:

- a) Disclose or communicate to any party any non-public information relating to OKIGAMES LIMITED/BattleBit's business including (but not limited to) customer lists, financials, business plans, teachings, research and development, data, code, software, API, methodologies, processes, intellectual property rights and other proprietary material, documents, price points, or marketing plans (hereinafter referred to as the "Confidential Information");
- b) Duplicate, sell, reverse engineer, make available and/or make known any Confidential Information;
- c) Use, reuse and/or distribute any Confidential Information other than solely for the benefit of OKIGAMES LIMITED/BattleBit; or
- d) Assist a third party in using any Confidential Information in any manner but solely for the benefit of OKIGAMES LIMITED/BattleBit, unless otherwise required by law or legislation or instructed by OKIGAMES LIMITED/BattleBit in writing.

12. No Warranties

12.1 You hereby concur, consent and understand that the game, OKIGAMES LIMITED/BattleBit, is offered "as is" with no warranties of any kind, either explicit, implied, or statutory. All guarantees, including the implied warranties of merchantability, suitability for a specific purpose, and non-infringement, are disclaimed by OKIGAMES LIMITED/BattleBit. OKIGAMES LIMITED/BattleBit shall not be held responsible or liable for any losses, injury or damages that happened whilst you were not properly operating and using the game's server software.

12.2 Consequently, OKIGAMES LIMITED/BattleBit does not warrant that the game's server software will meet your requirements or that its operation will be uninterrupted or error-free.

12.3 You warrant that you have the authority and power to enter into and perform the obligations agreed upon in this TOS/EULA.

12.4 Third-Party material: Any third-party material, alterations, or plugins that you decide to use on your server are not the responsibility of OKIGAMES LIMITED/BattleBit. You do so at your own sole risk if changes to or outside content are made.

13. Indemnification

13.1 You hereby agree and acknowledge to indemnify, defend, and hold harmless OKIGAMES LIMITED/BattleBit and its affiliates, officers, directors, employees, and agents from any and all claims, damages, losses, liabilities, costs, and expenses (including without limitation reasonable legal fees) arising out of or in connection with your use of the server and game software, including without limitation any breach by you of this TOS/EULA, any violation by you of any applicable law or regulation, and any claim or assertion that the use of the server/ game software infringes the intellectual property rights of any third party.

13.2 OKIGAMES LIMITED/BattleBit agrees to promptly notify you of any claim subject to indemnification under this Section and to cooperate with you in the defense of such claim.

14. Governing Law and Jurisdiction

14.1 These Terms are governed and will be construed in accordance with the laws of Turkey.

14.2 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

15. Severability

15.1 If any provision or part-provision of this TOS/EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

15.2 Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this TOS/EULA.

You hereby confirm that you have read, comprehended, and agreed to abide by all the terms of this TOS/EULA by operating a gaming server for OKIGAMES LIMITED/BattleBit.

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