

END USER LICENSE AGREEMENT

This End User Licence Agreement (“**EULA**”) constitutes a legally binding agreement between you (“**User/s**”) and OkiGamesLimited* (“**Company**” or “**OkiGames**”). It regulates the use of the game “BattleBit” (“**Game**”), your accounts and its content including the game service which is owned and licensed by the OkiGames.

* *Company Name: OKIGAMES Oyun ve Yazılım Hizmetleri Ltd Sti.*

Address: 1762 Sokak 9/1 Karşıyaka/İzmir/Turkey

Contact Info: support@joinbattlebit.com, bans@joinbattlebit.com

Please read this EULA carefully before installing this Game. If you do not agree to all of the terms of this EULA, click on the “DO NOT AGREE” button, which indicates that you do not agree to accept the terms of this EULA and will not complete the installation of the Game.

By installing, copying, and/or otherwise using the Game you;

- **acknowledge that you have read**
- **agree to be bound by the terms of this EULA.**
- **re-authorized to and able to accept this EULA.**

our use of the Game is also subject to the terms and conditions set forth in the Steam™ Subscriber Agreement, OkiGames Battlebit Terms & Conditions and Policies and/or any other terms set forth by OkiGames in relation to the Game service.

For Steam Subscriber Agreement: https://store.steampowered.com/subscriber_agreement/

For OkiGames Battlebit Terms & Conditions and Policies:

Where a license key, activation key, or registration code (“**Key/s**”) is required to install and/or to access the Game, this cannot be reproduced or replaced. It is the responsibility of the original purchaser to keep this Key or registration code secure. Lost, stolen, or damaged Keys and codes cannot be replaced and no refunds or replacement copies of the Game will be provided.

Where you wish to transfer the Game in accordance with the Copyright and License terms below, you may not be able to use the Game on any new hard drive without re-registration of the Game which will require the original Key or registration code.

Copyright and License

All title, ownership rights and intellectual property rights in and to the Game, its service and all copies thereof (including, without limitation, any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, user translated in-game texts, locations, concepts, artwork, character inventories, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual effects, storylines, character likenesses, methods of operation, moral rights, and any related documentation are owned by OkiGames. The Game is protected by the copyright laws of all countries, international copyright treaties and conventions, and other laws. All rights are asserted and reserved.

User accounts (“**Account/s**”) and Users’ use of the Game and its service do not grant Users any ownership interest in the Game. All rights are reserved. Neither this EULA nor your Account entitles you to any subsequent releases of the Game or any Game products. OkiGames may update or otherwise enhance the Game at any time and incurs no obligation to furnish such updates to you pursuant to this EULA.

Company grants you the non-exclusive limited right and personal license to install, use, and display a copy of this Game on a single computer which is under your custody and control and for your own private and non-commercial use only.

Although the Company grants a license to Users to install the Game, the Game remains Company’s proprietary property, and all its source code, databases, functionality, software, website, designs, appearance, blogs, audio, video, text, photographs, digital items, and materials including but not limited to overlay graphics trademarks, service marks, and logos contained therein (“**Digital Content**”) are owned or controlled by the Company or licensed to Company and are protected by copyright and trademark laws and various other intellectual property rights.

The Digital Content is provided within the Game “AS IS” for Users’ information except as expressly provided in these EULA, no part of the Game or Digital Content may be copied, reproduced, modified, created derivative works from, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, or otherwise exploited for any commercial purpose whatsoever, without the Company’s express prior written permission.

Restrictions

- Your Accounts shall not be transferred, sold or used by anyone else. Regardless, you are liable for all activities conducted through your Accounts. Furthermore, you shall not assign or transfer your rights and obligations under this EULA.

- You are strictly prohibited from selling, gifting (except as permitted herein) or exchanging Digital Content or other virtual Game items for currency or other value outside of the Game.

- Any use, reproduction or redistribution of the Game, Game-related contents or services not expressly authorized by this EULA is expressly prohibited and may result in severe civil and criminal penalties. You are strictly prohibited from engaging in, or assisting others to engage in, conduct that would damage or impair the quality or property of the Game including, without limitation, the following:
 - making any commercial use or exploitation of the Game in any manner whatsoever
 - taking actions that impose an unreasonable or disproportionately large load on the online network infrastructure or that could damage, disable, overburden, or impair any services provided
 - installing or using the Game on a network server, multi-user arrangement or remote access arrangement for the purposes of distribution to one (1) or more another computer(s) on that network or to effect such distribution or otherwise make a copy of the Game available in any manner or via any media where it could be used by multiple users;
 - copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from the Game
 - except as the applicable law expressly permits, to reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works based on the Game, in whole or in part, where applicable law expressly permits any such acts, and any lawful modifications, adaptations and improvements and all copyrights therein shall be deemed assigned to and shall belong to, vest in and be the exclusive property of OkiGames on creation to the maximum extent permitted by law and you hereby waive all or any moral rights in such creations
 - removing, disabling or circumventing any security protections or any technical measures that control access to the Game and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Game
 - removing, modifying, defacing or circumventing any proprietary notices or labels contained on or within the Game and deleting the copyright or other proprietary rights notice from any content
 - exporting or re-exporting the Game or any copy or adaptation in violation of any applicable laws or regulations or creating data or executable programs that mimic data or functionality in the Game

- using the Game for creating a product service or software that is directly or in directly competitive with or in any way a substitute for any services product or service offered by Company
- accessing and playing the Game for unlawful purposes including accessing through automated or non-human means, whether through a bot, script, or otherwise,
- engaging in any activity that would infringe on the rights of third parties
- using the Game if a minor in the jurisdiction in which you reside without parental permission to access and use the Game
- tricking, defrauding, or misleading the Company or other Users, especially in any attempt to learn sensitive account information such as User passwords, cheating of any regarding the Game content, and bug abuse
- disparaging, tarnishing, or otherwise harming, in our opinion, the Company and/or the Game
- engaging in unauthorized framing or linking to the Game; sharing/spamming links
- uploading or transmitting (or attempting to upload or transmit) viruses, Trojan horses, or other materials, including excessive use of capital letters and spamming that interferes with any party's uninterrupted use and enjoyment of the Game and its features (including cheating)
- using scripts, data-mining, robots, or similar data-gathering tools to send comments or messages
- intentionally teaming with your or other team and/or farming XP, griefing in servers that has official progression enabled,
- impersonating another User or person or using the username of another User
- uploading any materials that actively or passively collect information or acts as a transmission mechanism (includes gifs, 1x1 pixels, web bugs, cookies, spyware, pcms, etc.)
- deciphering, decompiling, disassembling, or reverse engineering any of the software that makes up the Game
- harassing, stalking, threatening, embarrassing, spam or doing anything else to another User of the Game that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.; take any action, organize, transmit any content, effectuate or participate in any activity, group, or guild that is harmful, tortuous, abusive, hateful (including “hate speech”), racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, libelous, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or is, in a reasonable person's view, objectionable and/or deemed to be inappropriate in the sole discretion of Company
- promoting, and advertising other games, websites, links, companies, and institutions

- violating terms and conditions set forth in the Steam™ Subscriber Agreement and/or any other terms set forth by OkiGames in relation to the Game service

Patches and Updates

Playing the Game requires an Internet connection to servers of OkiGames via the Game service. As part of playing the Game and using its service, you hereby explicitly consent to the extraction of hardware system profile data, internet connection data and any other data related to the operation of the Game through the Game Service from any computer that logs on to the Game Service using your Account. OkiGames may deploy or provide patches, updates and modifications to the Game that must be installed for the User to continue to play the Game. OkiGames may update the Game remotely including, without limitation, the Game software residing on the User's machine, without the knowledge of the User, and you hereby grant to OkiGames your consent to deploy and apply such patches, updates and modifications.

Warranty Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GAME AND ALL INFORMATION, CONTENT AND SERVICES CONTAINED THERE ON ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. OKIGAMES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. USE OF THE GAME IS AT YOUR SOLE RISK.

Limitation of Liability and Indemnification

To the greatest extent permitted by applicable law, OkiGames refuses to accept liability for any special, accidental, indirect or consequential damages resulting from the utilization of, or inability to utilize, the Game. This includes any instances in which OkiGames has previously pointed out the possibility of such damages.

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain visual images, including without limitation light patterns or flashing lights. If you experience any of the following symptoms while playing the Game, immediately discontinue use and consult your physician before resuming play: blackouts, seizures, dizziness, altered vision, eye or muscle twitches, jerking or shaking of arms or legs, loss of awareness,

disorientation, confusion, any involuntary movement, or convulsions. In no event shall OkiGames be liable for any damage to property, injury, or death.

Furthermore, OkiGames will not be held responsible for any interruption of service or failure to provide for any related issues that occur from accessing the service.

Personal Data Protection

You acknowledge that OkiGames may process your personal data in accordance with the OkiGames Privacy Notice which is available at https://agreements.battlebit.cloud/okigames_privacy_notice.pdf. All personal information collected and processed by OkiGames in connection with this EULA will be collected and processed in accordance with the OkiGames Privacy Notice.

Term and Termination

Company may, in its sole discretion at any time for any and no reason suspend or terminate this license and the rights afforded to you hereunder shall terminate automatically with or without prior notice. Furthermore, if you fail to comply with any terms of this EULA and Okigames BattleBit Terms and Conditions and Policies, or Steam Subscriber Agreement, this EULA shall terminate automatically without any notice or other action by Company. Upon termination, you shall cease all use of the Game and uninstall the Game.

You may also terminate the EULA at any time by destroying the Game and uninstalling it from your hard drive or other applicable hardware. All provisions of this EULA relating to disclaimers or warranties, limitations of liability, remedies, or damages and the Company's proprietary rights, choice of law and jurisdiction, indemnity and miscellaneous shall survive termination.

Any fees associated with your use of the Game are payable in advance and not refundable in whole or in part. Your obligation to pay accrued charges and fees will survive even after the termination of this EULA.

Miscellaneous

Company reserves the right to amend this EULA at any time, at its sole discretion, but will post such changes on the <https://agreements.battlebit.cloud/eula.pdf> website and/or will otherwise communicate such changes to you. You accept that such unilateral changes may be necessary to take account of, for example, changes to any digital rights management system used, or, where applicable, changes to the STEAM™ service where STEAM™ software is used.

If any such future changes to this EULA are unacceptable to you or cause you to no longer be in compliance with this EULA you may terminate this EULA in accordance with the above Termination provisions.

Your installations and use of any updates or modifications to the Game or your continued use of the Game following notice of changes to this EULA will constitute your acceptance of any and all such changes to the terms of this EULA.

The company's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The Company may assign any or all of its rights and obligations to others at any time.

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

The above referred legal documents and agreements are incorporated into this EULA by this reference and form a part of this EULA as if such provisions were fully restated in this EULA.

Governing Law and Jurisdiction

This EULA is governed and will be construed in accordance with the laws of Turkey. 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.