

Last Updated: 12.04.2023

HIT AND BOOM

TERMS OF USE

1. APPLICABILITY OF THESE TERMS

These Terms of Use (“**Terms**”) constitute a legally binding agreement made between the User (“**User**”, “**You**” or “**Your**”) and Funverse Games (“**Company**”, “**We**”, “**Us**”, or “**Our**”) concerning User’s access to and use of the hitandboom.com website (the “**Website**”) and Hit and Boom game (the “**Game**”) (collectively “**Services**”).

By accessing Services, You acknowledge having read, understood and agreed to be bound by these Terms. In case You do not agree and/or accept all of these Terms, You are explicitly prohibited from using the Services and must discontinue their use immediately.

Please note that you need compatible hardware, software (latest version recommended and sometimes required, and internet access, among other technological features to play our Game, each of which we do not control.

2. PRODUCTS AND SERVICES OFFERED VIA THE SERVICES

(A) Hit and Boom

Hit and Boom will be released on PC and aimed at PC users. It will feature gameplay diversity, more content, and longer and more challenging battles. Hit and Boom is a distributed game that is currently accessible through third party platforms (“**Third Party Platforms**”) such as Steam and Epic Games.

(B) Hit and Boom Items

In-game items for Users to purchase, transfer, and trade game related items including but not limited to cosmetic skins, cosmetic weapons, booster packs etc. (“**Hit and Boom Items**”). Users can utilize these items and packs in-game to change playable character cosmetics, profile cosmetics or boost their in-game progress.

3. DEFINITIONS

Throughout these Terms, the following definitions apply:

Account Creation	In order to play the Game, You may be required to create a User Account at the a Third-Party Platform. Please read the
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	information required for account creation at the relevant Third-Party Platform's website.
Hit and Boom Assets	Hit and Boom logo, Hit and Boom Royale logo, Funverse Games logo, etc) and other Contents and Marks

4. CHANGES TO TERMS OF USE

We reserve the right, in Our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We aim to do so with a minimally adverse impact on Your access to or the use of the Services and will indicate to You of any changes by updating the "Last Updated" date of these Terms without any further notification. Users waive any right to receive specific notice of each such change. It is the User's responsibility to periodically review these Terms to stay informed of updates. Users will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by continued use of the Services after the date such revised Terms are posted.

5. ELIGIBILITY

The information on the Website and the Game are not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject Us to any registration requirement within such jurisdiction or country. Accordingly, any persons who access the Services while violating their local laws are doing so on their own initiative and at risk, and may have to deal with the legal or other consequences thereof.

In order to access the Services, You must be at least 18 years old. If You are at least 13 years old but under 18 years old, You may only access the Services under a parent or guardian's approval and under their supervision. You are prohibited from accessing the Services, if You are under 13 years old.

6. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Website and the Game are the proprietary property of the Company and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on the Website and the Game (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by Us or licensed to the Company, and

are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Switzerland, foreign jurisdiction and international conventions. Except as expressly provided in these Terms, no part of Website and the Game and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Our express prior written permission.

Provided that You are eligible to use the Services You are granted a non-exclusive, non-transferable, non-sublicensable, revocable limited licence to access and use the Services or to download or print a copy of any portion of the Content to which You have properly gained access solely to Your personal, non-commercial use. We reserve all rights not expressly granted to You in and to the Website, the Game, the Content, and the Marks.

7. USER WARRANTIES

By using the Services, You represent and warrant that:

- (1) all registration information You submit will be true, accurate, current, and complete;
- (2) You will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) You have the legal capacity and You agree to comply with these Terms;
- (4) You are not a minor in the jurisdiction in which You reside;
- (5) You will not access the Services through automated and non-human means, whether through a bot, script or otherwise.
- (6) You will not use the Services for any illegal and unauthorised purpose; and
- (7) Your use of the Services will not violate any applicable law or regulation.

If You provide any information that is untrue, inaccurate, not current, or incomplete, We have the right to suspend or terminate Your User Account and refuse any and all current or future use of the Services(or any portion thereof).

- (8) You have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals, or the denied persons or entity list.
- (9) That Funverse Games or third-party providers We work with, may store the IP address You use to access the Services.

Funverse Games reserves the right to choose which markets and jurisdictions to conduct its business and may restrict or refuse, at its sole discretion, the provision of Funverse Games services in certain countries or regions.

8. USER REGISTRATION

You may be required to register with the Third-Party Platform. You agree to keep Your password confidential and will be responsible for all use of Your account and password. We reserve the right to remove, reclaim or change a username You select if We determine, in Our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

9. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which We make the Services available. The Services may not be used in connection with any commercial endeavours except if agreed to in a binding legal contract with Funverse Games.

- Systematically retrieve data or other content from the Website and/or the Game to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Us.
- Make any unauthorised use of the Services including collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Services including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website, the Game and/or the Content contained therein.
- Engage in unauthorised framing of or linking to the Services.
- Trick, defraud, or mislead Us and other Users, especially in any attempt to learn sensitive account information such as User passwords.
- Make improper use of Our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools

- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Attempt to impersonate another User or person or use the username of another User.
- Sell or otherwise transfer Your profile.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with Us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, intimidate, or threaten any of Our employees or agents engaged in providing any portion of the Services to You.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Website's and/or the Game's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modify, impair, disrupt, alter, or interfere with the use, features, functions, operation, or maintenance of the Services.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services or using or launching any unauthorised script or other software.

- Disparage, tarnish, or otherwise harm, in Our opinion, Us and/or the Services.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in any practice that aims to manipulate the outcome of any Hit and Boom match, whether in the arena or tournaments. All Users should play to the best of their abilities and any sort of match-fixing, win-trading, or colluding between competitors is strictly prohibited.
- Using more than one account across multiple platforms to qualify for multiple leaderboard rewards is strictly prohibited.

10. FEE AND PAYMENT

Currently, no product or asset is sold over the Services. However, We may sell/offer in-game items ("**Hit and Boom Items**").

In case We offer Hit and Boom Items via Services, Users may purchase Hit and Boom Items solely for personal, non-commercial, and entertainment purposes. As described below, Users do not own in-game items that they obtained through our Services, regardless of whether they "earned" those Hit and Boom Items or "purchased them."

When User purchases Hit and Boom Items in our Game on Third-Party Platforms such as Steam, We are not a party to the transaction and User's purchase will be governed by the Third-Party Platform's payment terms and conditions. Please review the Third-Party Platform's terms of service carefully for additional information.

Your account and any related Virtual Items are owned by us and the amounts of any Hit and Boom Items or any "virtual currency" balance shown in User account have no value outside of the Game (e.g., in the real world), and instead only constitute a measurement of the extent of your limited license. We may modify or eliminate Hit and Boom Items at any time and at our sole discretion, with or without notice.

Users are not allowed to transfer, sell, gift and/or trade Hit and Boom Items outside of the Services (e.g., in the "real world"). We won't recognize those transfers as legitimate. In addition, Users may not sublicense, trade, sell, or attempt to sell Hit and Boom Items for "real" money, or exchange Hit and Boom Items for value of any kind outside of the Game. Any such transfer or attempted transfer is prohibited and void, and We may terminate a User Account because of it, among exercising other remedies available to Us under these Terms or applicable law.

YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER

COMPENSATION FOR UNUSED HIT AND BOOM ITEMS WHEN A USER ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH OUR SERVICES OR ANOTHER PLATFORM SUCH AS STEAM, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

Users agree to pay all fees and applicable taxes incurred by the User or anyone using an account registered to the User. We may revise the pricing for the Hit and Boom Items it licenses to you through the Services at any time.

PURCHASES TO ACQUIRE A LIMITED LICENSE AND RIGHT TO USE HIT AND BOOM ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW. For Virtual Items, your order will represent an offer to us to obtain a limited license and right to use the relevant Hit and Boom Item that will be accepted by Us when We accept payment. At that point, the limited license begins.

For orders to obtain a limited license and right to use Hit and Boom Items, by clicking the purchase/order button on the purchase window or page you:

1. Agree that we will supply the Hit and Boom Items to you as soon as we have accepted your order; and
2. If you reside in the European Union (the "EU"), you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Hit and Boom Item.

11. THIRD-PARTY WEBSITE AND CONTENT

The Services (or You may be sent via the Website and/or the Game) links to other websites ("**Third-Party Websites**") as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by Us. If You decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk and You should be aware that these Terms no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which You navigate from the Services or relating to any applications You use or install from the Services. Any purchase You make through Third-Party Websites will be through other websites and from other companies, and We take no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party. You agree and acknowledge that We do not endorse the products and services offered on Third-Party Websites and You should hold Us harmless from any harm caused by Your purchase of such products and services. Additionally, You should hold Us harmless from any losses sustained by You or harm caused to You relating to resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

12. TERMINATION

These Terms remain in full force and effect while You use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION.

If We terminate or suspend Your account for any reason, You are prohibited from registering and creating a new account under Your name, a fake or a borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating and suspending Your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. GOVERNING LAW

These Terms and Your use of the Services are governed by and constructed in accordance with the laws of Switzerland applicable to agreements made and to be entirely performed in Zurich, Switzerland, without regard to its conflicts of law principles.

14. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR SOLE RISK; AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF

ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE WEBSITE, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE, (III) THE SERVICES OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SERVICES WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE THIRD-PARTY PLATFORM, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORISED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, OR OTHER MEANS OF ATTACK AGAINST THE SERVICES OR THE THIRD-PARTY PLATFORMS.

FUNVERSE GAMES IS NOT RESPONSIBLE FOR LOSSES DUE TO FEATURES OF ANY THIRD-PARTY PLATFORM. INCLUDING BUT NOT LIMITED TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THIRD-PARTY PLATFORMS.

15. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE AND ACKNOWLEDGE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SERVICES WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO ONE HUNDRED (100) US DOLLARS.

YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE SERVICES AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO YOU WITHOUT THESE LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

16. INDEMNIFICATION

You agree to defend, indemnify, and hold Us harmless, including Our subsidiaries, affiliates, and all of Our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of: (1) use of the Services, (2) breach of these Terms, (3) any breach of Your representations and warranties set forth in these Terms, (4) Your violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any overt harmful act toward any other use of the Services with whom You connected via the Services. Notwithstanding the foregoing, We reserve the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify

Us, and You agree to cooperate, at Your expense, with Our defence of such claims. We will use reasonable efforts to notify You of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

17. MISCELLANEOUS

These Terms and any policies or operating rules posted by Funverse Games on the Services and relevant Third-Party Platforms in respect to the Services constitute the entire agreement and understanding between You and Us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of Our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of these Terms or use of the Services. You agree that these Terms will not be construed against Us by virtue of having drafted them. You hereby waive any and all defences You may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.