

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

1. Introduction

- 1.1. This end user licence agreement (**EULA**) sets out the relationship between you and The Tea Division Pty Ltd ACN 671 789 058 (“us” or “we”) regarding your use of Our Games. For the meaning of certain words and phrases please see the Definitions below. By accessing Our Games you agree to this EULA and our Privacy Policy.
- 1.2. You can access this EULA at any time at <https://theteadivision.com/eula>. We reserve the right, in our sole discretion, to change, modify, add or remove portions of the EULA and Privacy Policy by update. After an update, your continued use of Our Games confirms your acceptance of the updated EULA and Privacy Policy.

2. Using Our Games

- 2.1. Subject to this EULA, we grant you a non-exclusive, non-transferrable, non-sublicensable, limited right to use Our Games for your own personal, non-commercial, entertainment purposes. You agree not to use Our Games for any other purpose. The rights granted to you are subject to your full compliance with this EULA.
- 2.2. Our Games requires compatible devices and it may be subject to compatibility or technical limitations. We may deploy automatic or manual updates to Our Games at any time and without notice to you. Your use of Our Games may be affected by the performance of these elements.
- 2.3. You must have internet in order to access Our Games and access may require other services offered by us, our affiliates, or third parties. We do not guarantee service uptime or availability, and we are not responsible for any downtime. We may discontinue Our Games at any time.
- 2.4. We may implement security features on Our Games and you will not, and will not authorise or enable anyone to, circumvent or interfere with any security features.
- 2.5. You should take frequent breaks when playing Games, play Our Games in a well-lit room, and sit a reasonable distance away from the screen. Some individuals may experience light-headedness, seizures, and/or blackouts when exposed to flashing lights or other repetitive light patterns, which can occur when playing video games. If you, or anyone in your family, have an epileptic condition, consult a physician before playing Our Games. If you experience any of the following symptoms while playing a Game – dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions – stop playing the Game and seek medical care immediately.
- 2.6. You may use Our Games only as permitted by this EULA and applicable law. You may not, and you will not assist or authorise any other person to:
 - (a) reverse engineer, decompile or disassemble, or otherwise tamper with Our Games
 - (b) sell, rent, lease, lend, loan, distribute, transfer, or sublicense the Our Games, or act as a host or matchmaking service for Our Games without our consent, or otherwise facilitate any unauthorised connection that emulates portions of Our Games;
 - (c) copy, modify, alter, or otherwise create derivative works of Our Games (except as expressly permitted by us in clause 3.4); or
 - (d) interfere with or circumvent any feature of Our Games, access or use Our Games in a way intended to avoid fees or restrictions, or otherwise exploit Our Games (including by intercepting, collecting, scraping, mining, or reading data from Our Games, or using

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

applications or services such as hacks, bots, cheats, scripts, or mods that are not expressly permitted by us in an applicable policy posted on our websites).

- 2.7. When playing Our Games, you may obtain In-Game Items. You acknowledge and agree that:
- (a) In-Game Items have meaning only in the virtual and fictional world of the Game;
 - (b) In-Game Items have no monetary value, are not real-world currency, and cannot be resold or redeemed for cash;
 - (c) you have no ownership or property interest in any of the In-Game Items that we attribute to your account, or to any Game Content we authorise you to access, regardless of any effort, real-world money or other consideration you may have exchanged for access to an In-Game Item or Our Games;
 - (d) while we provide you the ability to access and use In-Game Items and Our Games, we retain all rights in and to all In-Game Items and Our Games;
 - (e) we may remove or alter an In-Game Item or Our Games attributed to your account or accessible to you at any time without notice or liability, arising in contract, tort, or otherwise;
 - (f) we are not responsible for loss or theft of In-Game Items;
 - (g) we may enable you to trade certain In-Game Items for other In-Game Items as part of gameplay but otherwise, you may not sell, transfer, or offer In-Game Items in exchange for real-world currencies or consideration, whether inside or outside of Our Games.
- 2.8. We may change, modify, suspend, or discontinue support for Our Games and In-Game Items, in whole or in part, at any time without notice.
- 2.9. We may offer access to Demo Versions of Our Games. You acknowledge and agree that:
- (a) Demo Versions contain limitations such as limited features and being available to play only during limited times;
 - (b) Demo Versions are works in progress and may contain bugs which may cause loss of data or damage to your device;
 - (c) playing Demo Versions is at your own risk and we are not liable for loss of data or damage to your device caused by Demo Versions;
 - (d) any In-Game Items or status indicators that you accumulate during test periods as well as the player history associated with your account may be erased at various points during the testing process;
 - (e) we have no obligation to make features in a Demo Version generally available.

3. Game Communities

- 3.1. To make Our Games and the communities of players and fans as welcoming and enjoyable as possible for all users, you agree to abide by any codes of conduct, terms of services and applicable law. If you violate this EULA, any code of conduct or terms of service, applicable law, or otherwise act in inappropriate or offensive ways, we may take disciplinary action against you, including revoking or limiting your access to Our Games, communication features, and In-Game Items, in connection with Our Games, forums or other community areas. Any material violation may also result in the suspension or termination of your accounts.
- 3.2. In addition to the core gameplay features of Our Games, we may include ancillary features in Our Games and on related services and forums that enable you to communicate with us, and with the community. We do not guarantee that communications features will be uninterrupted, error-free, suitable for any purpose, or will remain available, and you should not rely on the availability or functionality of these communication features for any purpose.

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

- 3.3. We may (but are not obligated to) monitor and record your game sessions and communications in Our Games and related websites and services for various reasons, including to enforce this EULA, ensure compliance with any code of conduct or terms of service, prevent cheating, and improve Our Games.
- 3.4. We grant you a limited, revocable license to create Community Projects such as fan art or gameplay videos on the following terms and conditions:
- (a) you will at all times comply with this EULA, applicable laws and any other policies on Community Projects;
 - (b) you grant us a non-exclusive, worldwide, perpetual, irrevocable, transferrable, sublicensable, royalty-free license to use, reproduce, modify, create derivative works of, publicly display, publicly perform, and distribute your Community Projects;
 - (c) you will not use Our Games in another game, or extract content from Our Games or distribute it as separate assets;
 - (d) you may not use our trademarks, trade names, logos, domain names, taglines, or trade dress without a separate license signed by us;
 - (e) you will not disparage other players, or challenge our (or our licensors) ownership of Our Games, including by using or registering confusingly similar trademarks or domains;
 - (f) you represent and warrant that you have and will maintain all necessary rights to any third party materials used in your Community Projects;
 - (g) your Community Projects are derivative works of Our Games;
 - (h) any interest you may have in your Community Projects is subject to our (and our licensors) ownership of Our Games and the license in this clause 3.4; and
 - (i) you agree to defend, indemnify and hold harmless us from any claims related to Community Projects you create.
- 3.5. If you provide us with any suggestions, creative ideas, or other feedback on Our Games or Demo Versions (**Feedback**), you acknowledge and agree:
- (a) that we may use that Feedback without restriction;
 - (b) we are under no obligation of confidentiality to you, to credit you, or otherwise with respect to Feedback you provide, even if you state such restrictions in your submission; and
 - (c) we have no obligation to review or use your Feedback.

4. Intellectual Property

- 4.1. You agree that all Intellectual Property relating to Our Games is owned by or licenced by us. Our Games are licensed to you and you understand that no title or ownership in Our Games is transferred or assigned and this EULA is not a sale of any rights in Our Games.
- 4.2. Except as set out in clauses 2.1 and 3.4 above, you do not receive any other license and you acknowledge and agree that all right, title and interest in and to Our Games is reserved to us and our licensors.
- 4.3. You acknowledge and agree that we (or our licensors) own at all times all copyright, trade marks, code, software, characters, character names, character likeness, signature moves, game names, storylines, themes, catch phrases, dialogue, settings, artwork, sounds effects, music, in-app items, gameplay recordings, marketing and advertising materials, lore, trade secrets, patents, titles, and any and all rights in, or derived from, Our Games.

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

4.4. Our Games must not be copied, reproduced or distributed in any manner or any medium without our prior written consent, which will be granted or withheld in our sole discretion.

4.5. Third-party software may be incorporated in Our Games. This is provided to you under a separate license which will prevail with respect to the third-party software that is the subject of that separate license.

5. Your account

5.1. You must be 18 years of age, or the age of majority in your territory of residence, to purchase Our Games. If you are under the age of legal majority (18 years of age in most jurisdictions), you may only use Our Games under the supervision of a parent or legal guardian. Only residents of the countries where we offer Our Games are eligible to register for an account.

5.2. We may require you to create and authenticate an account for Our Games. The profile information connected to those credentials, including your username and avatar, may be displayed to other players and used by us to support your account. Any information you provide must be complete, accurate, and up-to-date.

5.3. You may not share, sell, rent, or transfer your account. You are responsible for:

- (a) maintaining the confidentiality of your account log-in credentials;
- (b) restricting access to your account; and
- (c) all actions that occur under your account, including purchases.

5.4. Our Games may be distributed through stores or distribution services offered by our affiliates or third parties, and you may be required to create an account with those parties. Your relationship with those parties is governed by their terms. To the extent there is a conflict between their terms and this EULA, the terms of this EULA will control with respect to Our Games.

5.5. We reserve the right to limit, suspend, terminate, modify or delete your account or your access to Our Games, or we suspect that you are, failing to comply with any of this EULA, Privacy Policy or for any actual or suspected illegal or improper use of Our Games, with or without notice to you. If we terminate your account you must not access any other accounts, or create any further accounts.

5.6. We reserve the right to delete your account if no activity is conducted by you in relation to the account for 180 or more days. If your account is deleted for this reason, you will no longer be able to access and/or use any Virtual Items associated with that account and no refund will be offered to you.

5.7. You understand that if you delete your account, or if we delete your account in accordance with this EULA, you may lose access to any data previously associated with your account including, without limitation, the levels or scores you have reached Services and any In-Game Items associated with your account.

6. Your Obligations

6.1. You agree that you:

- (a) will not rent, lease, lend, sell, transfer, redistribute or sublicense Our Games;

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

- (b) will not make Our Games available over a network to be used by multiple Devices at the same time;
 - (c) must remove any copies of Our Games from any Device before you sell or otherwise dispose of, transfer or assign such Devices;
 - (d) will not use or promote the use of any form of cheats, modifications, exploits or other unauthorised means to interfere with, or gain undue advantage in your use of, Our Games;
 - (e) will not use Our Games for any commercial purpose without our prior written consent, which may be withheld in our sole discretion. Without limiting the foregoing you must not make Our Games available for public use such as in a games arcade, use Our Games within your own products or content such as in television programmes or films, use Our Games in advertising, solicitation or transmission of any commercial advertisements in any way;
 - (f) attempt to disrupt or burden the normal operation of Our Games, or any of our infrastructure or any of our other business activities;
 - (g) attempt to gain unauthorised access to Our Games;
 - (h) make any automated use of Our Games;
 - (i) impersonate any other person in your use of Our Games;
 - (j) post another person's personal information or data through Our Games without that person's consent;
 - (k) use Our Games to distribute any information, content or materials that is in breach of this EULA;
 - (l) attempt to decompile, reverse engineer, disassemble or hack Our Games, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
 - (m) use Our Games to harass, abuse, threaten or harm another person or to attempt to, or incite another, to harass, abuse or harm another person or group;
 - (n) copy, distribute, make available to the public or create a derivative work from Our Games or any part thereof unless we have first agreed to this in writing;
 - (o) use Our Games to gather, accumulate or otherwise aggregate information or data including, but not limited to, data or information about us, Our Games or other users; or
 - (p) use Our Games in connection with the actual or attempted contravention of any laws.
- 6.2. You are responsible for ensuring that your installation and use of Our Games does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.
- 6.3. You must comply with the terms of service of the relevant digital storefront where you obtained Our Games.
- 6.4. You must comply with any applicable third party terms of agreement when using Our Games.
- 6.5. Information that you provide to us must be true, accurate and complete at all times.
- 6.6. To use Our Games:
- (a) you must not be located in a country that is subject to an embargo by the government of the United States of America or the Commonwealth of Australia;
 - (b) you must not be included on any list of prohibited or restricted parties by the government of the United States of America or the Commonwealth of Australia; and
 - (c) you must comply with the laws that apply to you in the location that you access Our Games from. If any laws applicable to you restrict or prohibit you from using Our Games,

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

you must comply with those legal restrictions or, if applicable, stop accessing and using Our Games.

- 6.7. You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of this EULA by you.

7. Updates & Access to Our Games

- 7.1. We have the right to withdraw or modify Our Games (in whole or in part) at any time for any reason. For the avoidance of doubt, you understand that we have the right to alter Our Games at our sole discretion.
- 7.2. You understand that there may be times when Our Games or any part of Our Games is not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.
- 7.3. You understand that:
- (a) we may, at our sole discretion, provide Updates and we may require you to accept the Updates to Our Games;
 - (b) you may need to update third party software from time to time in order to continue to use Our Games;
 - (c) it is your responsibility to update Our Games and third party software when updates are available. We are not liable for any loss that you may suffer as a result of your failure to update; and
 - (d) we are not obliged to support Our Games by providing advice, training, error-correction, modifications, new releases, enhancements, hosting, telecommunication, internet or other services in relation to your use of Our Games.

8. Disclaimer & Release

- 8.1. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM:
- (a) A FAILURE TO PROVIDE OUR SERVICES, OR ANY PART THEREOF;
 - (b) CORRUPTIONS TO OR LOSS OF DATA, ERRORS OR INTERRUPTIONS OCCURRING IN THE COURSE OF USING, OR AS PART OF, ANY OF OUR SERVICES;
 - (c) ANY SUSPENSION OR DISCONTINUANCE OF ANY OF OUR SERVICES, OR ANY PART THEREOF; OR
 - (d) ANY USE OF OUR SERVICES BY OTHER USERS, INCLUDING ANY USE OF OUR SERVICES BY OTHER USERS WHICH CONTRAVENES THESE TERMS.

9. Warranty

- 9.1. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE. YOU UNDERSTAND THAT OUR SERVICES CANNOT BE GUARANTEED TO BE ERROR FREE AND THE EXISTENCE OF ANY ERRORS WILL NOT BE A BREACH OF THESE TERMS.
- 9.2. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THESE TERMS, AND TO THE FULL EXTENT PERMITTED BY LAW:

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

- (a) WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS), OR CLAIM, ARISING OUT OF BREACH OF THESE TERMS OR ARISING OUT OF THE SUPPLY OF DEFECTIVE SERVICES;
- (b) OUR LIABILITY FOR ANY TERM, CONDITION, GUARANTEE OR WARRANTY THAT IS IMPLIED BY LAW AND CANNOT LAWFULLY BE EXCLUDED BY US, INCLUDING THE CONSUMER GUARANTEES SET OUT IN THE AUSTRALIAN CONSUMER LAW CONTAINED IN SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND ALL SIMILAR OR EQUIVALENT LEGISLATION, RULES AND REGULATIONS IS LIMITED TO (AT OUR OPTION):
 - a. IN THE CASE OF GOODS (TO THE EXTENT OUR SERVICES ARE CONSIDERED A GOOD UNDER APPLICABLE LAW) – REPAIRING, REPLACING OR SUPPLYING EQUIVALENT GOODS, OR PAYING THE COST OF ANY OF THOSE REMEDIES TO THE YOU; OR
 - b. IN THE CASE OF SERVICES – SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN; AND
- (c) OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY LOSSES YOU INCUR OR CLAIMS YOU MAKE AGAINST US IS LIMITED TO THE SUM OF AUD\$10.

9.3. YOU AGREE THAT YOU HAVE EXERCISED YOUR INDEPENDENT JUDGMENT IN ACQUIRING OUR SERVICES AND HAVE NOT RELIED ON ANY REPRESENTATION WE HAVE MADE WHICH HAS NOT BEEN STATED EXPRESSLY IN THESE TERMS OR UPON DESCRIPTIONS OR ILLUSTRATIONS OR SPECIFICATIONS CONTAINED IN ANY DOCUMENT INCLUDING CATALOGUES OR PUBLICITY MATERIAL PRODUCED BY US.

10. Security & Privacy

- 10.1. No data transmission over the internet can be guaranteed as totally secure. While we strive to protect such information, we cannot guarantee the security of any information you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve the security of it.
- 10.2. You must take your own precautions to ensure your access to Our Games does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your Devices. We do not accept responsibility for any interference or damage to your Devices which arises in connection with your use of Our Games.
- 10.3. We will collect, process, use and share your personal information in accordance with our Privacy Policy, as set out in this EULA and as you otherwise consent. Our Privacy Policy forms part of this EULA and acknowledge that your agreement is a precondition to your use of Our Games.

11. General Provisions

- 11.1. We may wish to transfer all or a part of our rights or responsibilities under this EULA to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under this EULA unless we first agree to this in writing.
- 11.2. Any proceedings that may arise in respect of this EULA will be conducted on an individual basis. Neither you nor us will seek to have a dispute heard as a class action or private lawyer general action or any other proceeding in which either party acts or proposed to act in a representative capacity. No proceeding, mediation or arbitration can be combined with another without the prior written consent of all parties to the proceeding, mediation or arbitration.

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

- 11.3. This EULA, our Privacy Policy, and any policy we release from time to time set out the entire agreement between you and us concerning Our Games and they replace all earlier agreements and understandings between you and us.
- 11.4. If any part of this EULA is found to be invalid or unenforceable, that part will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable.
- 11.5. Our failure to exercise or enforce any of our rights under this EULA does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.
- 11.6. This EULA are governed exclusively by the law in force in Queensland, Australia. All legal actions in connection with this EULA shall be brought in the state or federal courts located in Queensland, Australia.
- 11.7. Notwithstanding anything else contained in this EULA, we are not liable for any delay in or failure to comply with this EULA if the delay or failure is caused by circumstances beyond our reasonable control, including without limitation, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes or any act of war or terrorism.
- 11.8. If you have any questions about this EULA, Privacy Policy or Our Games generally you may contact us at:
The Tea Division Pty Ltd
Email: queries@theteadivision.com

12. Definitions

In this EULA, unless the context otherwise requires, the following words have the following meanings:

- (a) **Claim** means any action, claim, proceeding or demand whatsoever, whether presently existing or arising at any time in the future and whether referable to events or circumstances which have already occurred or which may occur in the future.
- (b) **Community Projects** means non-commercial projects incorporating our Game Content (excluding third-party brands and materials identified in a Game content policy) to support our Game communities, such as game play broadcasts, fan art, and fan fiction.
- (c) **Demo Versions** means confidential, preview, early access, alpha, beta or similarly designated pre-release versions of Our Games.
- (d) **Our Games** means VANGUARD EXILES any other game we release at any time and includes all individual elements within Our Games and all related services.
- (e) **In-Game Items** means game-play items you may unlock, purchase, or otherwise gain access to various within Our Games (by way of example: fictional currency, fictional property, characters, alternate skins, weapons, equipment, boosts, status indicators).
- (f) **Intellectual Property** includes all rights throughout the world in relation to patents, copyright (including moral rights), designs, registered and unregistered trademarks, trade secrets, know-how and confidential information and all other intellectual property and any right to register those rights, whether created before or after the date of this document, and in all cases for the duration of those rights and any renewal.

END USER LICENSE AGREEMENT

Last updated on 11th of July, 2024

- (g) **Loss** means all losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way.
- (h) **Privacy Policy** means our privacy policy, as updated from time to time, which is available for access at <https://theteadivision.com/privacy-policy>.
- (i) **EULA** means the terms set out in this document, as updated from time to time.
- (j) **Update** means an update supplied by us that replaces or supplements Our Games or any constituent element and may include adding, removing, modifying or otherwise altering features of Our Games at our sole discretion.