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2. The Game

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4. Third Party Accounts

If enabled by LEHBROTHERS in its sole discretion, you may establish an account with account data provided to LEHBROTHERS by a third party such as a gaming platform, social networking service etc. in which case you may have a separate, additional account relationship with such third party.

5. Registration and warranties

You acknowledge and agree that you will (a) provide true, accurate, current, and complete information as requested when registering an account and (b) maintain and update this registration information to keep it true, accurate, current, and complete. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you not listed on any U.S. Government list of prohibited or restricted parties. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to any computer, smart phone, tablet etc. that you use for accessing the Game and you hereby accept sole responsibility for all activities that occur under your account or password. LEHBROTHERS, its affiliates and service providers reserve the right to restrict or terminate access to the Game, refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion for any reason whatsoever, including, without limitation, if you provide registration information which is false, inaccurate, not current, or incomplete.

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8. Payment terms

In order to access and play certain versions of the Game or certain Game levels in the Game, access certain additional content, premium services etc. you are required to pay certain fees (certain Game versions and the premium services and access to additional content are provided to paying users only). You can find the current fees and payment terms at the platform/service provider’s Game access pages etc. LEHBROTHERS may also offer other products and services in the Game etc., either for free, for one-time fees or for recurring fees. LEHBROTHERS and/or the platform/service provider may amend the fees and payment terms at any time. If any fees are subject to any type of applicable taxes, LEHBROTHERS or the platform/service provider may charge you for any such taxes, in addition to any fees.

ALL FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART.

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9. Access

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LEHBROTHERSPROVIDES THE GAME ON AN "AS IS" BASIS. LEHBROTHERSOR THE PLATFORM/SERVICE PROVIDER SHALL ENDEAVOR TO DELIVER THE GAME THAT YOU HAVE ORDERED TO YOU WITHIN A REASONABLE AMOUNT OF TIME. HOWEVER, TECHNICAL PROBLEMS MAY DELAY OR PREVENT DELIVERY AND EXCEPT AS SET FORTH IN THE NEXT SENTENCE, LEHBROTHERSOR THE PLATFORM/SERVICE PROVIDER SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO DELAYS OR DELIVERY PROBLEMS. YOUR SOLE REMEDY WITH RESPECT TO THE GAME, A PURCHASED PRODUCT OR SERVICE THAT IS NOT DELIVERED WITHIN A REASONABLE AMOUNT OF TIME AFTER ORDERING IS TO EITHER RECEIVE A REPLACEMENT OF THE GAME, PRODUCT OR SERVICE, OR A REFUND OF THE PURCHASE PRICE PAID FOR THE GAME, PRODUCT OR SERVICE, AS DETERMINED BY LEHBROTHERSOR THE PLATFORM/SERVICE PROVIDER IN THEIR SOLE DISCRETION.

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16. Seizure warning, motion sickness etc.

In rare instances, some users may experience seizures when exposed to certain light patterns or flashing lights in the Game and/or advertising related to the Game. Exposure to certain light patterns or backgrounds on a video monitor or virtual reality/augmented reality headset/glasses/equipment may induce an epileptic seizure, motion sickness even in persons who have no history of prior seizures or epilepsy. LEHBROTHERS takes no responsibility for such effects in the Game and advertising related to the Game and end results thereof and you are accessing and playing the Game and seeing the advertising on your own risk. Nor does LEHBROTHERS take any responsibility for motion sickness, any balance problem etc. that may occur from the playing of the Game or seeing the advertising etc.

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19. User Created Content and Intellectual Property

A) User Intellectual Property.

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B) LEHBROTHERS License to User Intellectual Property.

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D) Protection of Third Party Rights.

You will be fully responsible for Your User Created Content and represent that any content you post, submit, upload, publish etc. through the Game does not infringe on any third party Intellectual Property Rights or other rights under applicable laws (including such rights as privacy rights etc.). It is your responsibility to make sure that no copyright protected material owned or controlled by third parties is inserted into Your User Created Content without the prior written consent of such third party and that no open source software is contained or uploaded therein.

E) End User Warranties for User Created Content and User Intellectual Property.

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Content, or any part thereof, or which might in anyway impair the rights granted by You herein; (iii) You have not made the User Created Content to be deliberately offensive or objectionable and that it complies with these Terms of Use, LEHBROTHERS' from time to time applicable Guidelines for User Created Content; and (iv) You will indemnify and hold harmless LEHBROTHERS for all damages, costs and expenses incurred for breaching these warranties.

F) Penalties and Actions.

LEHBROTHERS may at any time, in its sole discretion, without prior notice delete, remove, or otherwise disable access to, any of Your User Created Content if LEHBROTHERS believes the content is infringing someone else's Intellectual Property Rights or otherwise infringes the Terms of Use, Guidelines for User Created Content, Your warranties and representations under this Agreement, or applicable laws. If You believe LEHBROTHERS has removed such content by mistake, you may notify us at support@lehbrotgerthers.com. and LEHBROTHERS Game may, but has no obligation to, provide You with an opportunity to appeal that decision. If you infringe in any third party Intellectual Property Rights, LEHBROTHERS may or will disable or terminate Your account and take such action as we deem appropriate.

G) Storage of Deleted User Created Content.

Following the deletion of User Created Content, either by You or by LEHBROTHERS, LEHBROTHERS will store the deleted User Created Content for a minimum time of one month on LEHBROTHERS' servers before complete deletion. In the case that the User Created Content was deleted by You and You change Your mind, You may request LEHBROTHERS to restore Your deleted User Created Content. Any personal data stored or handled in connection with the storage of deleted User Created Content will be according to our Privacy Policy. You hereby acknowledge, accept and agree to such storage of User Created Content.

20. Copyright and DMCA Policy

LEHBROTHERS respects the intellectual property of others and expects our users to do so as well. Each user must ensure that the materials they upload do not infringe on any third-party copyright. LEHBROTHERS will promptly remove materials in accordance with the Digital Millennium Copyright Act ("DMCA") when properly notified that the materials infringe on a third party's copyright. LEHBROTHERS also reserve the right to terminate the accounts of repeat copyright infringers, please see our Terms of Use Section 22. Account Termination and Content Removal.

If you believe content in or accessible through the Game is in violation of your copyright or trademark rights, please submit a "DMCA Takedown Notice" including the information set out below in section 20.1.

When filing a notice, please ensure that your notice is complete and that your statements are accurate. If we request additional information necessary to make your notice complete, please provide that information promptly. If you fail to provide the required information, your request may not be processed further. For non-copyright complaints, please see our Terms of Use Section 19. User Created Content and Intellectual Property and Section 21. Prohibited use.

20.1 DMCA Takedown Notices

To request the removal of materials based upon copyright infringement, you must file a notice containing the following:

Your name, company name, full legal name of the copyright holder that you represent, your address, telephone number, email address (if any) and country of residence.

A description of the copyrighted work that you claim has been infringed.

A description of where on LEHBROTHERS service the material that you claim is infringing may be found, sufficient for LEHBROTHERS to locate the material (e.g., the online level ID or the URL for the game).

A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.

A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your electronic or physical signature.

You may file your notice:

By email:

info@lehbrothers.com

All personal data will be handled according to our Privacy Policy.

Phone:

+40 725662501 (Beware of the risk of international charge when calling this number from outside of Romanian)

Email:

info@lehbrothers.com

21. Prohibited use

You agree to abide by all applicable laws and regulations when playing the Game. Your continued access to the Game and right to play the Game is subject to proper conduct. Without limiting LEHBROTHERS's rights to control the Game's environment, and the conduct of the End Users within that environment, LEHBROTHERS prohibits the following practices that LEHBROTHERS has determined detract from the overall user experience and you are strictly prohibited from:

Taking any action that imposes an unreasonable or disproportionately large load on the System of the Game;

Use of your own or third-party software to modify any content appearing within the Game, its environment or change how the Game is played or services used;

Use of your own or third-party software, the Game or any information accessible through the System, to bypass or modify any System login architecture or create or provide any other means through which any System may be accessed and/or the Game may be used by others in ways other than those intended by LEHBROTHERS;

Disrespecting the rights of others and their rights to play and enjoy the Game. You may not defraud, harass, threaten, or cause distress and/or unwanted attention to other players;

When naming any character, team, guild or clan you may not use language that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable or offensive;

You may not post or communicate any player's real world information (name, address, account name, etc.) in the Game, on the Websites or in any other forum or media, or make public anyone's identification documents or sensitive financial information or posting such information in the Game or other permitted websites;

You may not harvest or collect email addresses or other contact information of other users from the Game by electronic or other means, for example for the purposes of sending unsolicited emails or other unsolicited communications;

You may not solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

You may not use language or images that are or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise offensive or objectionable;

You may not post material that includes graphic depictions of gratuitous or excessive violence, includes profane or obscene language or gestures, advocates intoxication or substance abuse, promotes gender, political or religious stereotypes, makes negative or disrespectful comments etc. about religions or reflects adversely on the name, reputation or goodwill of LEHBROTHERS;

You may not post, upload or link to any imagery or content that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable;

You may not create, distribute, publish or otherwise make public, in any form, content created within the Game that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable;

You may not impersonate any LEHBROTHERS, its' employees, consultants, partners etc;

You may not impersonate another person, misrepresenting your affiliation with an entity or person, hiding or attempting to hide your identity or otherwise conducting fraud;

You may not violate or encourage others to violate any local, state, national, or international laws or regulations;

You may not market, promote, advertise, or solicit products or services in the Game;

You may not modify any part of the Game, or Clients, Servers etc;

You may not advertise the intent to or commit the act of buying, selling, trading, sharing, or transferring access to the Game;

You may not advertise the intent to or commit the act of buying or selling items for cash or trading items in the Game;

You may not use the Game for any illegal purpose, arrange for the exchange or transfer of any pirated or illegal software in the Game;

You will follow the instructions of authorized personnel in or related to the Game;

You may not organize nor be a member of any pledges or groups within the Game that are based on or espouse any racist, sexist, anti-religious, anti-ethnic, anti-gay, or other hate mongering philosophies;

You may not provide false information or intentionally hide any information when registering for your account in the Game;

You will not attempt to interfere with, hack into, or decipher any transmissions to or from the servers or platforms running the Game;

You will not exploit any bug in the Game and you will not communicate the existence of any such exploitable bug (bugs that grant the user unnatural or unintended benefits) either directly or through public posting, to any other user of the Game. Bugs should be promptly reported to support@lehbros.com.

You will not attempt to play the Game on any server or platform that is not controlled or authorized by LEHBROTHERS, its designees or platform/service providers;

You will not create, use, or provide any server emulator or other site where the Game may be played, and you will not post or distribute any utilities, emulators or other software tools related to the Game without the express written permission of LEHBROTHERS;

You will not register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;

Using LEHBROTHERS' copyrights or trademarks or any confusingly similar marks;

Uploading invalid data, viruses, worms, or other software agents to the Game;

Collecting information from other End Users without obtaining their consent; or

You may not use any 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. You 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.

Otherwise use the Game in any manner that breaches the terms and conditions of the Terms of Use or the Privacy Policy.

If you post recordings of your playing of the Game on sites like Twitch.com, YouTube.com etc. you shall refer to the name of the Game and give LEHBROTHERS credit as the developer of the Game. Such recordings and postings shall be done in good taste.

22. Account Termination and Content Removal

You may terminate Your account at any time by contacting us at support@lehbros.com.

LEHBROTHERS and the platform/service providers may disable access to or remove any of Your User Created Content or close down your account and stop your access to the Game for any reason, at any time, without notice, including, but not limited to if we believe that You violate these Terms of Use, the Privacy Policy, Guidelines for User Created Content, or our other policies and guidelines. You may notify LEHBROTHERS at support@lehbrothers.com and we may, but have no obligation to, provide You with an opportunity to appeal the decision.

If your account is terminated, You will no longer have access to Your Account or the Game, including any of the associated data (though this does not limit or affect any rights you have under data or consumer protection laws). Where LEHBROTHERS terminate Your account for a reason such as a breach of this Agreement, you will not be entitled to any refunds and LEHBROTHERS will have no liability to you and we reserve the right to terminate any other accounts you may have created.

You understand and agree that using the Game comes with the risk that your account may be terminated or suspended in accordance with this Agreement and that, whenever you use the Game, you will bear this risk in mind and always conduct Yourself appropriately.

23. Communication and Feedback

LEHBROTHERS may from time to time contact you by any appropriate information channel to keep you up to date with news about for example the Game, new products and services, updates, campaigns, promotions, faults, issues relating to technical aspects and/or the usability of the Game, payment methods etc. LEHBROTHERS may occasionally ask you to provide information on your experiences of playing the Game etc. which will be used to improve the quality and provision of the Game etc. You are not required to provide any ideas, feedback or suggestions (collectively, "Feedback") to LEHBROTHERS. Any and all information which is submitted by you is submitted voluntarily. To the extent you do provide any Feedback to LEHBROTHERS, you agree to assign and hereby do assign and/or exclusively licenses all right, title and interest in and to such Feedback to LEHBROTHERS and acknowledge that LEHBROTHERS may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you. You can stop the delivery of promotional messages from LEHBROTHERS by following the specific instructions in promotional messages or by our customer support at support@lehbrothers.com. These communication choices do not apply to mandatory service communications that are considered part of the Game. which you may receive periodically.

24. Electronic communications

When you play the Game or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically and communicate with us electronically. We will communicate with you by e-mail or by posting notices in the Game or by any other means LEHBROTHERS finds suitable. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically (whether by email, posting notice in the Game or otherwise) satisfy any legal requirement that such communications be in writing.

25. Disputes

Disputes between you and LEHBROTHERS

OUR GOAL IS TO RESOLVE DISPUTES FAIRLY AND QUICKLY. FOR ALL DISPUTES AGAINST LEHBROTHERS, YOU AGREE TO FIRST CONTACT LEHBROTHERS AND TRY TO RESOLVE THE DISPUTE INFORMALLY BY SENDING A WRITTEN NOTICE OF THE CLAIM ("NOTICE") TO LEHBROTHERS. THE NOTICE TO LEHBROTHERS MUST BE SENT VIA REGISTERED LETTER TO THE ADDRESS LISTED IN SECTION 33 BELOW OR BY EMAIL WITH CONFIRMATION OF RECEIPT. THE NOTICE MUST (A) INCLUDE YOUR NAME, YOUR RESIDENTIAL ADDRESS AND E-MAIL ADDRESS AND / OR MOBILE PHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT; (B) DESCRIBE THE TYPE AND REASON FOR THE CLAIM; AND (C) SPECIFY THE SPECIFIC COMPENSATION SOUGHT. IF YOU AND LEHBROTHERS CANNOT AGREE ON A SOLUTION TO THE DISPUTE WITHIN 60 DAYS OF RECEIVING SUCH A NOTICE, EITHER PARTY MAY INITIATE LEGAL PROCEEDINGS IN ACCORDANCE WITH SECTIONS 26-29.

User disputes

You are solely responsible for your interactions with other users of the Game. We reserve the right, but have no obligation, to monitor disputes between you and other users.

26. Arbitration

If you are located within the United States of America, the following applies to you: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

The right to refrain from arbitration. You may choose to waive this arbitration term. Then neither you nor LEHBROTHERS can demand that the other party take part in arbitration proceedings. In order to refrain, you must inform LEHBROTHERS in writing about this within 30 days of obtaining notice of this Arbitration section. You must provide the name and address, the e-mail address associated with your Game account (if you have one) and a clear wording that you want to waive the arbitration terms. All requests to refrain from arbitration must be sent to: LEHBROTHERS, Cluj-Napoca, Gospodarilor 11A, Romania, Cluj County, and marked "Waiver of Arbitration". If you do not waive this arbitration section it will continue to apply to you.

27. Class action waiver

YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 26 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

28. Claims

YOU AND LEHBROTHERS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

29. Governing law

(a) If you are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Romania, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Romania, with the district court of Cluj (Cluj County) as first venue, to resolve any disputes arising out of or relating to this Agreement.

(b) If you are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to these Terms of Use that is not subject to mandatory arbitration as set forth above in section 26 shall be filed only in the state or federal courts in and for New York County, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

(c) Notwithstanding anything to the contrary, LEHBROTHERS may apply to any court of competent jurisdiction for injunctive or other equitable relief.

30. Severability

If for any reason any provision of the Terms of Use shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

31. Modification

LEHBROTHERS reserves the right, at its discretion, to update or revise the Terms of Use at any time. LEHBROTHERS will post such changes in the Game and or forums etc. related to the Game and these additional or revised terms will become part of the Terms of Use. Please check this Terms of Use document periodically for changes. Your continued playing of the Game constitutes your binding acceptance of the Terms of Use, including any changes or modifications made by LEHBROTHERS as permitted above.

32. Entire agreement, Assignment

These Terms of Use constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. LEHBROTHERS may assign its rights under the Terms of Use without notice to you. You may not assign Your rights under the Terms of Use.

33. Disclosure

The Game and related products and services hereunder are offered by LEHBROTHERS, a Romanian corporation, with registered and business offices at **Cluj-Napoca 400482**. **If you have questions or concerns about these Terms or Use, contact us at:**

email: support@lehbrothers.com.

16th of June, 2021