

110 Industries: Terms of Service

Last updated: December 1, 2023

A quick summary:

- (i) These Terms are legally binding on you when you download or access our services (such as our game, *Wanted: Dead*).
- (ii) Everything in the Terms is important and should be read by you, but we particularly draw your attention to:
 - Section 4 (which sets out our liability to you) and section 5 (which sets out what happens in a dispute).
 - There are a number of rules set out in section 2 – if you breach these, we may stop you accessing our services.
 - We may need to amend these Terms and our services in certain situations (e.g. to make technical improvements).
- (iii) If you've got any queries or concerns about these Terms, please email us at .

1. About 110 Industries and these Terms

- 1.1. **What is this document?** We are 110 Industries SA based at Route de Lully 5C, 1131 Tolochenaz, Switzerland (also known as “110” – we may also refer to ourselves as “We” in these Terms). These Terms are a legally binding contract between you and 110.
- 1.2. **What do these Terms apply to?** It covers all of our services – including our websites (<https://110industries.com/>, <https://www.wanteddeadgame.com/>), our game (*Wanted: Dead*), our customer support and social media (“110 Services”).
- 1.3. **Are there any age restrictions?** You must be at least 18 years old to use the 110 Services.
- 1.4. **Will 110 make changes to these Terms or its Services?**
 - (a) We may make changes to the 110 Services and / or these Terms for various reasons – such as to reflect changes in applicable laws or regulatory requirements and / or to implement technical changes or improvements (e.g. to address a security issue or changes in our business practices, change functionality, add contents or fix bugs).
 - (b) If we make minor changes, these should not impact your use of the 110 Services. If we make more significant changes to the 110 Services, then we will notify you reasonably in advance.
 - (c) Changes will come into effect either as soon as they go live (in the case of non-significant changes) or following expiry of the notice period (if they are significant). If you do not agree to any significant changes, you may not continue to access the 110 Services and, where appropriate, you may be eligible for a full or partial refund – please contact us to discuss.

- (d) For any altered, additional or modified 110 Services, these Terms will apply. We reserve the right to provide any altered, additional or modified 110 Services to you but we are not obliged to do so.

1.5. **Any questions?** If you have any questions about these Terms, please feel free to email us at .

2. Use of the 110 Services

2.1. We ask you to follow a few simple rules if you access the 110 Services. Please read them carefully, as failure to follow them will be considered a breach of these Terms, which could lead to suspension or cancellation of your access to the 110 Services (including to *Wanted: Dead*).

- (a) Personal Enjoyment. Only use the 110 Services for your personal enjoyment, and not for any commercial, marketing or political purpose.
- (b) Infringing Content. Do not do anything in connection with the 110 Services that infringes copyright, trade mark, patent, trade secret, privacy, publicity or other intellectual property rights, including infringing our intellectual property.
- (c) Restricted Access. Do not attempt to copy, rent, sell, lend, lease, sub-license, distribute, publish or publicly display the 110 Services or any of your rights under these Terms to anyone else not expressly permitted under these Terms.
- (d) Misuse. Do not hack, harm, modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble the 110 Services, (unless you are allowed to under your local laws), or any platform / network / server it runs on.
- (e) Conduct. Do not do or say anything that is or may be considered threatening, harassing, racist, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. We reserve the right to monitor the content of the 110 Services and any user-generated content.

3. Licence and intellectual property

3.1. **Who owns the 110 Services?** The 110 Services including (but not limited to) its visual components, user interface, graphics, audio, video, text, layout, computer code, databases, data and all other content, with all the intellectual property rights and exploitation rights in them, are either owned by 110 or licensed from third parties. All rights in the 110 Services are reserved except as explained in these Terms. No ownership right or interest or other rights in the 110 Services or any part of it is transferred to you. We grant you a personal, limited, terminable, non-exclusive, non-transferable licence to access, display, view and use the 110 Services on authorised devices and platforms (subject to you abiding by these Terms).

3.2. **What about third party content?** We are not responsible for any third-party content on the 110 Services (e.g. links to third party sites on our social media) or third-party services which you access the 110 Services from (e.g. Steam).

3.3. **What about user-generated content?** On some 110 Services you may be able to create and post user-generated content. By posting any user-generated content on the 110 Services you are giving us permission to use it (legally, you give us a non-exclusive, permanent, irrevocable, worldwide, sub-licensable, royalty-free licence to use, modify, reproduce, create derivative works from, distribute, transmit, communicate and publicly display/perform your user-generated content in connection with the 110 Services). If you do not agree to this, please do not post any user-generated content.

3.4. **Can you refund purchases of the relevant 110 Services?**

- (a) If you are resident in the United Kingdom or the European Union, by law you have the right to withdraw from a digital content purchase of the 110 Services within 14 days of your purchase, without giving a reason. However, when you make a purchase of the relevant 110 Services, the relevant platform will obtain your consent to the immediate supply of the 110 Services and your acknowledgement that you will lose your withdrawal right as soon as that supply begins. This means that you lose your right of withdrawal as soon as you access that 110 Service (which is typically straight away). You may also have statutory refund (and other) rights if we supply you 110 Services which are in breach of our statutory obligations (e.g. it's not fit for purpose or not as described).
- (b) If you are resident elsewhere in the world outside the United Kingdom or European Union (including the United States of America): all purchases are final and no refunds will be made or returns accepted (except where you have a legal entitlement to this, if applicable).

4. **Our responsibility and liability to you**

4.1. There are certain situations where we will be responsible or liable for losses or damages you suffer. These are as follows:

(a) Where it would be unlawful.

We do not exclude or limit our liability to you where it would be unlawful to do so, this includes:

- Death or personal injury caused by our negligence (or the negligence of our employees, agents or subcontractors).
- Breach of your legal rights.
- Fraud or fraudulent misrepresentation.
- For defective products.

(b) Personal losses.

We only supply the 110 Services for domestic and private use. If you use the 110 Services for any commercial, business or re-sale purposes we will have no liability to you for any loss of profits, loss of business, business interruption or loss of business opportunity.

- 4.2. Subject to 4.1. above: (i) the total liability of 110 (and its group companies) arising out of or in connection with these Terms will not exceed the total amount you have paid to us under these Terms during the twelve (12) months immediately prior to the event which caused the liability; (ii) the 110 Services are provided on an “as is” basis and we make no specific warranty or representation in relation to the quality, completeness or accuracy of the 110 Services.

5. Governing law and dispute resolution

- 5.1. **What laws govern these Terms?** You and we agree that your use of the 110 Services and these Terms (and any issues arising out of them) will be governed by and interpreted in accordance with the laws of England, and any dispute regarding it will be under the jurisdiction of the courts of England. This does not exclude any mandatorily applicable rules or remedies which would be available to you in a legal claim brought under the laws of your country of residence.
- 5.2. **What happens if we have a dispute?** We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally, we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a legal claim against 110, you should send it to legal@110industries.com.

6. Termination

- 6.1. **How can I terminate these Terms?** You can terminate these Terms at any time by permanently stopping use of the 110 Services, including by uninstalling our game(s) from your devices. Termination will not affect already existing rights or obligations of either us or you.

6.2. When can we suspend or terminate the 110 Services?

- (i) In the unlikely event we suspend or permanently discontinue any of the 110 Services, we will notify you in advance and, where appropriate, you may be eligible to a partial or full refund.
- (j) We may also suspend or terminate (temporarily or permanently) your access to the 110 Services if you breach these Terms, including the rules set out in section 2. If we do this, we will not have any obligations or liabilities to you at all but we will use reasonable efforts to explain why we have done this and what (if anything) you can do as a result.

7. Other legal matters

- 7.1. We can assign, subcontract or transfer these Terms to a third party or another member of our group (as part of any reorganisation or merger or for other business reasons), provided that this does not affect your legal rights (or with your consent).

7.2. These Terms govern our relationship with you (and vice versa). It does not create rights for anyone else, nor do they create any exclusive relationship between us nor any partnership, joint venture, employment or agency.

7.3. If any part of these Terms is found not to be legally enforceable, this will not affect any other part of it.