

ORBO - TERMS OF USE

This document sets out the terms and conditions (the “**Game Terms**”) that apply whenever you (“**you**” or “**player**”) use playorbo.fun (“**Game**”) its sub-domains, any pages and/or functionalities, and any of the APIs and other component applications (the “**Site**”) to play the game, participate in game related activities, and claim rewards (“**Game Activities**”). If you do not understand or do not agree to these Game Terms, please do not use the Site.

These Game Terms were most recently updated on 28 May 2026.

Who we are

We are **TRLBLZR LIMITED**, a business company with company number 2161090, under the laws of the British Virgin Islands with its registered office at 1st Floor, Irvine's Place, 159 Main Street, Road Town, Tortola, British Virgin Islands VG1110 as the operator of the Site and activities made available on the Site (“**we**” or “**us**”).

Contact us

If you would like to contact us, you can do so by writing to us at contact@playorbo.fun.

ACCEPTING THE GAME TERMS

Please read these Game Terms carefully before using the Site. We are only willing to make the Site and Game activities available if you accept all the provisions of the Game Terms.

If you are using the Site on your own behalf, you confirm that you are at least of the legal age required in your country to enter the Game Terms. If you are using the Site on behalf of an organization or company, you confirm that you have the legal authority to bind any such organization or company to these Game Terms.

Where you access the Game through a third-party platform (each, a “**Platform**”), you acknowledge and agree that the terms, conditions, restrictions, and prohibitions applicable to your use of that Platform, including but not limited to age restriction, geographic restrictions, and any prohibited uses, apply equally to your use of the Game. By using the Game via a Platform, you confirm that you comply with that Platform's terms of service in addition to these Game Terms. Nothing in these Game Terms is intended to grant you rights or permissions beyond those afforded to you under the applicable Platform's terms of service.

By using the Site or any part of it, you are confirming that you understand and agree on your own behalf or, where applicable, on behalf of the organisation or company you are acting for, to be bound by the Game Terms.

These Game Terms are only available in English, and we do not store or file copies of any contracts.

1. GAME DESCRIPTION AND MECHANICS

Game Description

1.1. Orbo is a free-to-play idle clicker game in which users break rocks, spawn and collect creatures called "orbos" (“Orbos”), grow crops, and progress through game content. The Game is provided for entertainment purposes only. By taking part in the Game, a player engages in the core gameplay loop: breaking rocks in the Depths (the primary game environment in which players descend through underground floors by breaking rocks) to earn in-game coins, spending coins to hatch Orbos from eggs, growing food in the Garden (the in-game farming environment in which players plant and harvest crops to produce food and orbs) to level up and evolve those Orbos, and deploying Orbos to deal passive damage to rocks even while the player is away.

1.2. The Game is organised around a continuous progression system. Players advance through increasingly difficult floors in the Depths, each requiring greater creature power to progress. Floor

progression gates are enforced by boss encounters, which appear every ten floors and require a minimum level of creature damage output to defeat.

1.3. The Game contains a competitive feature called the Arena, in which players participate in weekly league seasons. Players are placed into leagues of up to 30 participants. Leagues may be made up of a combination of real players and algorithmically generated opponents ("ghost players"). Ghost players are used to ensure a consistent and meaningful competitive experience where there are insufficient real players available for matchmaking. By using the Game you acknowledge and accept that other players you interact with through the Game may be a ghost player, and that this is a transparent characteristic of the Game. At the end of each weekly season, players are promoted, demoted, or maintained at their current tier based on their rank within their league.

1.4. The Game is server-authoritative. All game state, progression, resource balances, creature attributes, and transaction outcomes are calculated, validated, and authoritatively determined by our servers. The client application displays predictions and representations of game state, which are not binding and may differ from the server-determined state.

1.5. The Game may be accessed via a web browser or through a supported third-party Platform. Feature availability may vary between the web browser version of the Game and versions accessed through third-party Platforms.

Account and Authentication

1.6. To play the Game, players must create an account by signing in via a supported authentication method. Upon sign-in via social login, a digital blockchain wallet is automatically generated for the player by our third-party authentication provider. This wallet serves solely as a unique account identifier. Users may alternatively connect an existing compatible external wallet to the Game using WalletConnect ("External Wallet"). WalletConnect is an independent open-source protocol operated by WalletConnect Foundation, and is not owned, operated, or controlled by us. Its use is subject to WalletConnect's own terms of service and privacy policy, and we are not responsible for the availability, security, or performance of the WalletConnect protocol. By connecting an External Wallet, you confirm that you are the rightful owner of that wallet and that you have the authority to connect it to the Game. Where you connect an External Wallet, that wallet address will serve as your account identifier in place of an auto-generated wallet. We are not responsible for any loss, compromise, or unauthorised access to your External Wallet, and you connect it entirely at your own risk.

1.7. Players are responsible for maintaining the security of their login credentials for whichever authentication method they use. We are not liable for any loss or damage arising from a player's failure to keep their authentication credentials secure, or from any unauthorised access to a player's account.

1.8. The social login methods available within the Game are provided by independent third-party platforms. We have no control over those platforms, their availability, security, or terms of service, and we expressly exclude all liability in connection with any failure, interruption, breach, or other issue arising from or in connection with any third-party authentication service. Your use of any such third-party login method is subject to that platform's own terms and conditions, and we encourage you to review them before use.

In-Game Items and Resources

1.9. The Game contains virtual In-Game Items and Resources (defined below), which are used exclusively within the Game as part of its mechanics and progression systems.

- (a) **In-Game Resources:** includes coins (the primary in-game currency earned by breaking rocks and used to purchase upgrades and plant crops), food (harvested from the Garden and used to level up and evolve Orbos), orbs (earned from the Garden and boss fights and used to spawn new Orbos), essence (a currency unlocked at higher player levels, reserved for future game features), and experience points (earned through gameplay actions and used to advance the player's overall level).

- (b) **In-Game Items:** include Orbos (the creatures players collect, level up, and evolve to increase their passive damage output), charms (accessories obtained from the in-game Shop that enhance the player's click damage), and crops (planted in the Garden to produce food and orbs over real time). The Game includes an in-game Shop (the "Shop") through which players can obtain chests containing randomly determined charms. The Shop offers several chest types, the majority of which are obtainable using In-Game Resources earned through normal gameplay at no real-money cost. These include a free chest available once every 24 hours, and a number of chests purchasable with coins (an In-Game Resource). One chest type, (the "Elite Chest") is purchasable with the payment method made available by the applicable Platform. Further details on the Elite Chest are set out in Section 2.

The above lists are illustrative and not exhaustive. The Company may introduce additional In-Game Resources and Items from time to time in accordance with clause 1.12.

1.10. In-Game Resources and Items have no real-world value. In-Game Resources and Items are not redeemable for any sum of money or monetary value, cryptocurrency, or other tangible or intangible property from the Company at any time. In-Game Resources and Items do not constitute property, are not transferable, and have no value outside the Game. For the avoidance of doubt, In-Game Resources and Items are not cryptocurrencies, tokens, or digital assets of any kind. They are not non-fungible tokens (NFTs) and are not recorded on any blockchain. They cannot be bought, sold, gifted or otherwise transferred between players within or outside the Game. No secondary market exists or is supported for In-Game Resources and Items, and any purported sale or transfer of In-Game Resources and Items outside the Game is void and prohibited under clause 6.2. The use of blockchain wallet technology for account authentication purposes does not alter this position. In-Game Resources and Items remain entirely separate from, and are not associated with, any blockchain, wallet, or digital asset infrastructure.

1.11. Your access to In-Game Resources and Items may be revoked at any time at the Company's sole discretion.

1.12. The Company reserves the right to modify, rebalance, remove, or add In-Game Resources and Items at any time without notice or compensation, including but not limited to adjusting creature statistics, resource generation rates, costs, rewards, progression curves, and any other game parameters.

1.13. The Game includes a creature-spawning mechanic whereby players spend orbs (an in-game currency earned through gameplay) to receive a randomly determined Orbo creature. The creature received is determined by a mathematical formula seeded with the player's unique account identifier and their cumulative spawn count, producing a deterministic and reproducible result. The probability of receiving creatures of different rarity tiers is governed by the player's in-game luck level, which increases through gameplay progression. The items received have no real-world monetary value and cannot be traded or transferred to other players.

1.14. Upon termination of your account ("account" as described in clause 1.6) or the Game, all In-Game Resources and Items associated with your account will be forfeited without any refund, compensation, or recourse.

Idle and Offline Mechanics

1.15. When a player is not actively using the Game, their Orbos continue to generate passive damage output, and crops planted in the Garden continue to grow in real time. Upon the player's return to the Game, the server calculates progress made during the player's absence (a "Settlement"). Offline progress accumulation is subject to a maximum cap of six hours. Any progress that would have accrued beyond this cap is forfeited.

1.16. We reserve the right to adjust the offline accumulation cap and any other parameters of the idle offline mechanics at any time without notice.

2. PURCHASES AND PAYMENTS THROUGH THIRD PARTY SERVICES

2.1. The Game offers optional in-app purchases. When you make a purchase within the Game, you are buying an In-Game Item from us, and we receive revenue from that transaction. All payments are processed exclusively through the payment infrastructure of the Platform through which you access the Game (each a “**Platform Payment System**”). We do not hold user funds, take direct payment from you, or act as a payment intermediary. We do not collect, process, store, or transmit any payment card details, bank account information, or other financial data. All financial transactions are handled solely by the applicable Platform or its designated payment processors, and we are not responsible for any aspect of those transactions.

By making a purchase within the Game, you acknowledge that your transaction is subject to the applicable Platform’s terms of service and the terms of any third-party payment processor engaged by that Platform. The Platform remits revenue to us in accordance with its own developer or partner terms. 2.2. The applicable Platform Payment System enables the purchase of Elite Chest as available in the in-game Shop. The Elite Chest contains randomised charm items at disclosed drop rates. The items contained within the Elite Chest are cosmetic and convenience items only. They do not affect creature spawning outcomes, floor progression, idle earnings, or any other core gameplay mechanic, and do not confer a competitive advantage in the Arena.

2.3. Drop rates for all chest types, including the Elite Chest, are disclosed within the Game. By purchasing an Elite Chest, you acknowledge that the item you receive will be determined at random in accordance with the disclosed probabilities, and that you will always receive an item. There is no outcome in which a purchase results in no item being delivered.

2.4 We are not responsible for, and expressly disclaim all liability in connection with: (a) any failure, delay, interruption, or error in any Platform Payment System; (b) the availability, pricing, or supply of any Platform’s payment method or virtual currency, which are set and controlled solely by the applicable Platform; (c) any unauthorised access to or use of your Platform account or payment balance; (d) any loss of funds or payment credits resulting from actions or omissions by any Platform; (e) any changes any Platform makes to its Platform Payment System, virtual currency policies, or payment terms.

2.5. We do not process refunds for in-app purchases and do not issue, reverse, or adjust balances held by any Platform. However, if you do not receive your purchase you should contact us by sending the /paysupport command within the Game, or by writing to us at contact@playorbo.fun.

2.6. Any dispute relating to a Platform Payment System, including billing errors or unauthorised charges, must be raised directly with the Platform or the relevant third-party platform. We accept no liability for the outcome of such disputes. Any charge identifiers recorded by us are maintained solely for internal reconciliation purposes and do not constitute an acknowledgement of any liability or refund obligation on our part.

3. REFERRAL PROGRAM

3.1. The Game offers a referral program through which existing players may invite new users to create an account and play the Game. Each player is assigned a unique referral link for this purpose. By participating in the referral program, you agree to the terms set out in this section.

3.2. When a new user registers for the Game using your referral link, you may earn in-game orbs based on the progress that referred player makes in the Game. Referral rewards are calculated by reference to the number of floors the referred player reaches. Additional milestone bonuses in the form of in-game orbs may also be earned upon reaching set referral thresholds.

3.3. Referral rewards are strictly limited to in-game orbs, which are an In-Game Resource, subject to the terms of clause 1 of these Game Terms. For the avoidance of doubt, referral rewards are not and shall not be construed as monetary rewards, cash payments, cryptocurrency, tokens, or any other form of financial consideration. Referral rewards have no real-world monetary value and cannot be exchanged, redeemed, or converted into money or any other asset of value outside the Game.

3.4. Participation in the referral program is subject to the following limits and conditions:

- (a) each player may earn referral rewards in respect of a maximum of 32 referred users;
- (b) self-referral - that is, using your own referral link to create or benefit a secondary or alternate account, is strictly prohibited and constitutes a Prohibited Activity under clause 6.2;

- (c) referral rewards are only earned in respect of genuinely new users who have not previously registered for the Game; and
- (d) referral rewards must be manually claimed by the referring player and are not automatically credited to your account.

3.5. The Company reserves the right to modify, suspend, or terminate the referral program at any time without notice or compensation. The Company further reserves the right to void any referral it reasonably determines to have been obtained through fraudulent means, abuse, or breach of these Game Terms, and to revoke any rewards credited as a result.

4. SITE OWNERSHIP AND USER AUTHORITIES

4.1 You acknowledge and agree that we own all IP and other legal rights, title, and interest in and to all elements of the Site Materials ("Site Materials" being collectively, the Site and all IP in it, including in all designs and other creative works, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Site.) You acknowledge that the Site Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All the Site Materials are the copyrighted property of us and all trademarks, service marks, and trade names associated with the Site or otherwise contained in the Site Materials are proprietary to us.

4.2 Your use of the Site does not grant you ownership of or any rights with respect to any content, code, data, or other components of the Site Materials. We reserve all rights in and to the Site Materials that are not expressly granted to you in these Game Terms.

4.3 How you may use the Site Materials. The following conditions apply to the use of the Site Materials:

- (a) You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.
- (b) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (c) Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.
- (d) If you print off, copy, or download any part of the Site in breach of these terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- (e) You will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

4.4 Subject to your compliance with these terms, we grant you a revocable, non-exclusive, non-sublicensable and non-transferable license to use the Site within the scope and purposes of the Site. You shall not access, use, or disclose our original source code, technique, algorithms, and procedures of or contained in or relating to the Site.

5. LINKING TO THE SITE

5.1 You may establish links to the Site home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and that the website in which you are linking complies in all respects with the provisions of this Clause 5. We reserve the right to withdraw linking permission without notice.

5.2 You must not frame the Site on any other website, and you must not establish a link:

- (a) To any part of the Site other than the home page.
- (b) In such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- (c) To the Site in any website that is not owned by you.

6. USER CONDUCT AND PROHIBITED ACTIVITIES

6.1 You agree that you are responsible for your own conduct while accessing or using the Site and the Game, and for any consequences. You agree to use the Site only for purposes that are legal, proper and in accordance with these Game Terms and any applicable laws or regulations.

6.2 Prohibited Activities. You promise that your use of the Site will not and will not allow any third party to in any manner involve:

- (a) the sending, uploading, distributing, or disseminating of any unlawful, defamatory, harassing, abusive, fraudulent, obscene, hateful, or otherwise objectionable content through any communication channel that exists or may in the future be made available within the Game, or using any such language when communicating with any of our staff, moderators, or representatives;
- (b) the distribution of any viruses, worms, Trojan horses, malware, or other harmful or destructive code in connection with your use of the Game;
- (c) the uploading, posting, transmitting, or otherwise making available through the Game of any content that infringes the intellectual property rights of any party;
- (d) using the Game to breach the legal rights of others, including rights of privacy and publicity, or to engage in, promote, or encourage any illegal activity including money laundering;
- (e) using, employing, operating, or creating any automated tool, script, bot, macro, or computer program to simulate human gameplay, circumvent rate limits, or otherwise interact with the Game in a manner not intended for human players;
- (f) exploiting any bug, glitch, or unintended mechanic in the Game to gain an unfair advantage, accrue In-Game Resources and Items in an unintended manner, or otherwise undermine the integrity of the Game's progression systems;
- (g) manipulating, interfering with, or attempting to alter any server-side game state, resource balance, or transaction outcome, including by intercepting, modifying, or replaying client-server communications;
- (h) creating or operating multiple accounts for the purpose of gaining an unfair advantage, circumventing account restrictions, or abusing the referral program, including self-referral as described in clause 3, or impersonating any other player, our staff, or any other person in connection with your use of the Game;
- (i) the purchase, sale, transfer, or other dealing in Game accounts or account access, or the buying, selling, trading, gifting, or otherwise transferring of In-Game Resources and Items between players, whether for real-world consideration or otherwise, as further described in clause 1.10;
- (j) acquiring In-Game Resources and Items or in-app purchases through unauthorised, fraudulent, or illegal means, including through the use of stolen payment credentials, or attempting to charge back any in-app purchase while retaining the associated In-Game Resources and Items;

- (k) modifying, adapting, decompiling, reverse engineering, or attempting to extract the source code of any part of the Game, or using any spider, scraper, or automated retrieval tool to extract data from the Game or Site or to collect information about other users for any unauthorised purpose;
- (l) accessing or using the Game for the purpose of creating a product or service that is competitive with any of our products or services; or
- (m) interfering with other players' enjoyment of the Game, including by abusing or threatening our staff, filing support requests in bad faith, or deliberately obstructing our staff from carrying out their responsibilities.

(each of the above a **"Prohibited Activity"**).

6.3 If you engage in any of the Prohibited Activities, we may, upon giving prior notice, but only where it is reasonable that we do so, and without limiting any of our other legal rights or remedies immediately suspend or terminate your access or continued access to the Site and the Game and take such other actions as we reasonably deem justified to protect us, the Site, the Game, or any of the other the Site users from the consequences of your breach or breaches, including reporting the Prohibited Activity to the competent national authorities.

7. TERMINATION OF ACCESS TO SITE AND SERVICES

7.1 You may discontinue your access to and use of the Site and the available services at any time. We may terminate your access to the Site and the available services at any time. Any provisions in these Game Terms which, by their nature, would be intended to survive discontinuation, suspension, or termination of your access to the Site or use of available services shall survive such discontinuation, suspension, or termination.

7.2 If we terminate these Game Terms or suspend or terminate your access to or use of the Site due to your breach of these Game Terms or any suspected fraudulent, abusive, or illegal activity (including if you engage in any of the Prohibited Activities), then termination of these the Game Terms will be in addition to any other legal remedies we may have.

7.3 We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to competent prosecution, enforcement, or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Site. Without limiting the foregoing, we have the right to cooperate fully with any competent prosecution, enforcement, or regulatory authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Site.

7.4 Upon any termination or suspension of your access to or use of the Site or the available services, whether by you or us, you may no longer have access to information that you have posted via the Site or that is related to your access, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

8. DISCLAIMERS

8.1 You understand and agree that we not make any promises or statements to you that:

- (a) your access to or use of the Game will meet your requirements;
- (b) your access to or use of the Game will be uninterrupted, timely, secure, or free from error;
- (c) any data or usage information provided through the Game will be accurate or complete; or
- (d) the Game or any content, services, or features made available through it are free of viruses or other harmful components.

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.

8.2. General Information Only. The content provided within the Game and on the Site is for general entertainment and informational purposes only. Nothing within the Game constitutes technical, financial, legal, or professional advice. You should obtain independent professional advice before taking or refraining from any action based on content encountered through the Game or Site.

8.3. Data Security. Whilst we take reasonable steps to protect data transmitted through the Game, we cannot guarantee the security of any information you disclose when using the Game or Site. You accept that any such disclosure is made at your own risk.

8.4 Third-Party Services. The Game relies on a number of independent third-party services, including but not limited to authentication providers, payment processors, analytics providers, and hosting infrastructure. We are not responsible for the availability, performance, security, or reliability of any third-party service, and we expressly exclude all liability for any loss or damage arising from the failure, interruption, or breach of any such third-party service. Your use of any third-party service connected to the Game is subject to that service's own terms and conditions.

8.5. Payment Processing. All in-app purchases within the Game are processed through the Platform Payment System of the Platform through which you access the Game. As set out in clause 2.1, we do not directly collect, process, store, or transmit any payment card details, bank account information, or other financial data. We are not responsible for any failure, delay, interruption, or error in any Platform Payment System, and we expressly disclaim all liability in connection with any payment processing issue arising on any Platform Payment System. Further details of our payment disclaimers are set out in Clause 2.

8.6. Blockchain and Wallet Infrastructure. The Game uses blockchain wallet technology solely for the purposes of account authentication, as described in clause 1. We are not responsible for any loss, compromise, or failure arising from the blockchain infrastructure or wallet technology used for this purpose, including but not limited to any failure of the Etherlink network, any issue with the authentication provider, or any compromise of a wallet connected via WalletConnect. The use of blockchain technology within the Game is limited to authentication and does not involve the creation, transfer, or trading of any cryptocurrency, token, or digital asset.

8.7. In-Game Resources and Items. In-Game Resources and Items within the Game have no real-world monetary value and are provided on an "as is" basis. We make no representations as to the continued availability of any In-Game Resources and Items, and we reserve the right to modify, suspend, or remove any In-Game Resources and Items at any time in accordance with clause 1.12. The forfeiture of In-Game Resources and Items upon account termination, as set out in clause 1.14, does not constitute a loss for which we accept any liability.

8.8. Game Balance and Progression. The Game's progression systems, creature statistics, resource generation rates, and other gameplay parameters are subject to change at any time at our discretion in accordance with clause 1.12. We make no representation that any particular level of progression, creature power, or resource accumulation achieved by a player will be maintained. Adjustments to game parameters do not entitle players to any refund, compensation, or recourse.

8.9. Regulatory Uncertainty. The regulatory environment applicable to games incorporating blockchain technology, in-app purchases, and randomised item mechanics is evolving and varies by jurisdiction. We make no representation that the Game is available or appropriate for use in any particular jurisdiction. It is your responsibility to ensure that your use of the Game complies with the laws and regulations applicable to you in your country of residence.

9. LIMITATION OF LIABILITY

9.1 You have certain legal rights under the law. Nothing in these Game Terms is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the law. For more information about your legal rights, contact your local consumer protection organisation.

9.2 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the Site or any content on it, whether express or implied. We exclude our liability for all action we may take in response to breaches of these Game Terms.

9.3 We are responsible for losses you suffer caused by us breaking these Game Terms unless the loss is: (i) unexpected, so it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable) (ii) caused by a Force Majeure Event; (iii) avoidable, and something you could have avoided by taking reasonable action; or (iv) a business loss that relates to your use of the Site for the purposes of your trade, business, craft or profession.

9.4 We shall not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, the Site or the services; or use of or reliance on any content displayed on the Site.

9.5 We shall not be liable for indirect loss or damage including:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill, or reputation; or
- (e) any indirect or consequential loss or damage.

9.6 We shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

10. EXTERNAL SITES

10.1. The Site may include hyperlinks to other websites or resources (collectively, the “**External Sites**”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products, or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred because of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

11. FORCE MAJEURE

11.1. We will not be liable or responsible to you for any failure or delay in providing the Game or any part of it where that failure or delay arises from causes beyond our reasonable control, including but not limited to acts of God, fire, flood, earthquake, epidemic, pandemic, war, civil unrest, terrorist acts, government action, failure of internet or telecommunications infrastructure, failure of third-party services on which the Game relies, or widespread power outages (“Force Majeure Event”).

11.2. Where a Force Majeure Event affects our ability to provide the Game, we will endeavour to restore the Service as soon as reasonably practicable. During any such period, your access to the Game and any associated features, including Arena seasons, referral rewards, and idle progress accumulation, may be suspended or interrupted without any liability to you, and without any entitlement to compensation or extension of any in-game reward period on your part.

11.3. If a Force Majeure Event continues for an extended period, we reserve the right to suspend or terminate the Game on reasonable notice posted on the Site or communicated through our official channels.

12. CHANGES TO THE SITE AND GAME TERMS

12.1. We are constantly innovating the Site to help provide the best possible experience. You acknowledge and agree that the form and nature of the Site, the Site Materials, the Game, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Site at any time without notice. Please note that we are under no obligation to update any content on the Site which may be out of date at any given time.

12.2. We have the right to change these Game Terms at any time for the following reasons: (i) to improve the Game Terms, to make the Game Terms clearer or easier to understand, or to have all our users on the same Game Terms; (ii) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; (iii) to provide you with additional information about the Site; (iv) where we make changes to the Game or any available service, including where we change the way we structure the Game or the available services or expand the scope by adding additional features, functionality, or content; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons, including where we introduce additional security checks or software to protect the Site or the Site Materials. We provide the Game on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Game Terms for reasons other than those set out above.

12.3. Review. Every time you wish to use the Site, please check the Game Terms to ensure you understand the terms that apply at that time. If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.

13. LAW AND JURISDICTION

13.1. You and we agree that English law applies to these Game Terms. If you live in an EU Member State, you also have the benefit of any protection afforded to you by the mandatory provisions of the law of your country of residence. You can bring legal proceedings under these Game Terms in the English courts or the courts of the EU Member State in which you live.

14. GENERAL

14.1. The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these Game Terms to any other companies in the same group as us, or to any other company or firm or person provided that your rights under this agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Game Terms to anyone else.

14.2. If any paragraph or section, or if any part of a paragraph or section, of these the Game Terms is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these Game Terms shall continue and will not be affected.

14.3. To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.