

TERMS AND CONDITIONS

1. GENERAL

Thank you for your interest in the Phantom Galaxies blockchain Game (“Game”) by Blowfish Studios Limited (“Blowfish Studios”). Please read the following terms and conditions (“Terms and Conditions”) which are part of, and govern access to, this website and the purchase of our Game and any other products from the website or otherwise from Blowfish Studios. By accessing the website and downloading, purchasing, using or playing the Game, you are deemed to have accepted these Terms and Conditions so please read them carefully.

References to “we”, “us” and “our” is a reference to Blowfish Studios. References to our Game also includes updates, downloadable content, add-ons or modified versions of our Game or any part of our Game.

Blowfish Studios shall have the right, at its sole discretion and at any time, to change or modify these Terms and Conditions without prior notice to you and any and all such changes shall be effective immediately when made, without limitation.

2. ONE MAJOR RULE

The one major rule is that you must not “distribute anything we have made”. The phrase “distribute anything we have made” includes but is not limited to giving copies of the Game away or making commercial use of, trying to make money from, letting other people get access to or otherwise exploit our Game or any part or component of our Game in a way that is unfair, unreasonable or detrimental to us, unless we specifically agree in writing.

3. USING OUR GAME

You have bought a licence to use and play the Game, so you can use it, yourself, on your device.

Below we also give you limited rights to do other things but we have to draw a line somewhere or else people will go too far. If you wish to make something pertaining to anything we’ve made we’re humbled, but please make sure that it can’t be interpreted as being official and that it complies with these Terms and Conditions and the brand and asset usage guidelines and above all do not make commercial use of anything we’ve made.

The licence and permission we give you to use and play our Game can be revoked if you break the terms of these Terms and Conditions.

When you buy our Game, we give you permission to install the Game on your own personal device and use and play it on that device as set out in these Terms and Conditions. This permission is personal to you, so you are not allowed to distribute the Game (or any part of it) to anyone else. This also means you cannot sell or rent the Game, or make it available for access to other people and you cannot pass on or resell any licence keys. You may however give gift codes that have been bought through our official channels. This is important to help us stop piracy and fraud and to protect our Game. It is also important to prevent members of our community from buying pirated versions of our Game or fraudulent licence keys – which we may cancel.

Within reason you are free to do whatever you want with screenshots and videos of the Game. By “within reason” we mean that you cannot make any commercial use of them or do anything that is unfair or adversely affects our rights. If you upload videos of the Game to

video sharing and streaming sites you are however allowed to put ads on them. Also, don't just rip art resources and pass them around, that's no fun.

Essentially the simple rule is do not make commercial use of anything we have made unless specifically agreed by us, either in our brand and asset usage guidelines or under these Terms and Conditions. Oh and if the law expressly allows it, such as under a "fair use" or "fair dealing" doctrine then that's ok too – but only to the extent that the law says so.

In order to ensure the integrity of the Game, we need all Game downloads to come from a single central source: us. It is also important for us that third party tools/services don't seem "too official" as we can't guarantee their quality. Make sure that you read through our brand and asset usage guidelines too.

4. OWNERSHIP OF OUR GAME AND OTHER THINGS

Although we give you permission to play our Game, we are still the owners of it and the website. We are also the owners of our brands and any content contained in the Game and the website. Therefore, when you pay for our Game, you are buying a permission to play / use our Game in accordance with these Terms and Conditions - you are not buying the Game itself. When you download a free version of the Game, you are receiving permission to play / use our Game in accordance with these Terms and Conditions. The only permissions you have in connection with the Game and the website are the permissions set out in these Terms and Conditions.

5. UPGRADES

We might make upgrades and updates available from time to time, but we don't have to. We are also not obliged to provide ongoing support or maintenance of any Game. Of course, we hope to continue to release new updates for our Game, we just can't guarantee that we will do so.

6. OUR LIABILITY

When you get a copy of our Game, we provide it 'as is'. Updates and upgrades are also provided 'as is'. This means that we are not making any promises to you about the standard or quality of our Game or that our Game will be uninterrupted or error free or for any loss or damage that they cause. We only promise to provide the Game and any services with reasonable skill and care and even then you have to accept that we may release games well before they are complete and so they may (and often will) have bugs – but that's a price you pay for getting them so early.

You also agree that your downloading of content from this website is subject to these terms and all applicable laws, and is at your own risk. This website and its contents are provided to you on "as is" basis, the website may contain errors, faults and inaccuracies and may not be complete and current.

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Neither Blowfish Studios, nor its affiliates, directors, officers, employees, agents, contractors, successors or assigns will be liable for any damages whatsoever arising out of, or in any way related to, the use of this website, links from this website and any other website linked to this site. This limitation applies to direct, indirect, consequential, special, punitive or other

damages you or others may suffer, as well as damages for loss of profits, business interruption or the loss of data or information.

For the avoidance of doubt but in no way limiting what is otherwise contained in these terms and conditions, Blowfish Studios cannot guarantee that any file, program or website available for download and/or execution and/or accessible via a link from or via this website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs, files and links on this site, and you release Blowfish Studios entirely of all responsibility for any consequences of its use.

7. ACCURACY OF INFORMATION YOU PROVIDE

All information you provide to Blowfish Studios through the website, including registration information, payment information, personal information and transaction-related information, must be true, accurate and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Blowfish Studios or any other person may incur as a result of you providing any false, incorrect or incomplete information, or if you fail to update your registration information and payment information within 30 days of any change.

8. NO LINKING, FRAMING, MIRRORING, SCRAPING, DATA-MINING OR UNAUTHORISED POSTINGS

Linking to the website without the prior written permission of Blowfish Studios is prohibited. If you desire to link to our website, you may contact us on dpo@phantomgalaxies.com requesting such permission. Blowfish Studios may in its discretion deny or revoke any permission it may give to link to the website at any time and without any notice or liability.

The framing, mirroring, scraping or data-mining of the website or any of its content in any form and by any means is prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the website or to post comments or any other information of any kind to or on the website that would be visible to any other users, except in connection with the use of Blowfish Studios forums or other website locations intended for such comments and hosted by Blowfish Studios.

CONSUMER GUARANTEES

If you believe an item is faulty, you may have rights to a remedy under the Australian Consumer Law. However the Australian Consumer Law does recognise that the relevant time period may vary by product (or service) depending on the nature of the goods (or service), the price paid and any representations made about the goods (or service).

If there is a major failure with the item, you may choose a refund, exchange or repair. If the failure is minor, we will repair the item (or, at our discretion, we may replace the item) within a reasonable time. Where an item is damaged through misuse or abnormal use Blowfish Studios cannot provide a refund, exchange or repair, whether the fault is identified by Blowfish Studios, the manufacturer or their service agent. Blowfish Studios will require satisfactory proof of purchase before providing a remedy under the Australian Consumer Law.