

LAST UPDATED: 1 June 2019

These license terms are a legally binding agreement between you (“You”, the natural person that purchased this game) and Andrea Shubert d/b/a Andrea Davis ("Andrea"), governing your use of the Grid Magic software. These terms, as updated from time to time in accordance with this EULA, apply to any version and enhancements, support, website, social media profiles, and services associated with the Software.

By using, installing, downloading or making any copy of the software, you accept these terms. You also consent to provide us with certain information as set out in these terms. If you do not accept these terms, you must not use the software, and must remove and delete or destroy any copy of the software in your possession.

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2. License

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3. Restrictions on Use

Unless otherwise permitted by law or this EULA, you must not: (a) work around any technical limitations in the software; (b) reverse engineer, decompile or disassemble the software, or disclose the algorithmic nature or describe any part for the source code or inner workings of the Software; (c) publish the software for others to copy; (d) use the software in any illegal or immoral way, or for any such purpose; (e) use, copy, rent, lease or lend the software; or (f) create any derivate work based on the software.

4. Resale

This license is not transferrable. You may not sell, rent, assign, transfer or novate your rights or obligations under this EULA.

5. Indemnity and Limitation of Liability

Other than as required by law, Andrea accepts no responsibility for the use of this software. All implied conditions and/or warranties are void and excluded. To the fullest extent allowed by law, anything that would be implied by this EULA is excluded. Andrea makes no warranty as to fitness for any purpose whatsoever.

You agree to release, indemnify, defend and hold harmless Andrea from any and all liability or for claims associated with or arising from the misuse of the software by you or by anyone to whom you allow to access the software. You also agree that if despite these disclaimers Andrea is held liable, the liability shall be limited to the amount you paid to acquire this software from a legal point-of-sale or \$10 United States Dollars, whichever is less.

6. Severability

If any of these terms are held to be invalid or unenforceable by a court of law, that part will be excluded, and the remaining valid terms will remain in full force.

7. Entire Agreement

This EULA, and those documents expressly incorporated by reference, contain the entire agreement between the parties and supersedes all previous negotiations or agreements relating to your right to use the Software.

8. Updates to this EULA

We may update this EULA from time to time by notice on our website, or by including the updated EULA in a Software update. Such variation will be effective upon posting those notifications and changes on our website, or your installing the Software update, without further notice to you.

9. Waiver

Any delay or failure to exercise or enforce our rights under this EULA will not be construed as a waiver of those rights, nor preclude any future exercise of those rights.

10. Legal Fees

In the event that we obtain the legal assistance to enforce this EULA for your apparent breach of these terms, you agree that all legal fees incurred in enforcing this EULA may be recovered from you.

11. Banned Users and Final Say

You agree that Andrea has the right to ban any user from online access to the game for any or no reason at all. You further agree not to purchase, install, license, or otherwise use the game or interact with the game's services or social media profiles if you have been party to a legal action involving Andrea or a related entity.

12. Dispute Resolution

You agree that in case of a dispute or claim (other than for account bans or user bans), you will

first attempt to informally negotiate a settlement or resolution of the dispute by contacting Andrea through the Grid Magic website at gridmagicgame.com and informing us in a comprehensive way of the grounds of your dispute before resorting to any legal action.

13. Jurisdiction

The laws of Hudson, Massachusetts, USA apply to this EULA and the parties submit exclusively to the courts of that jurisdiction. If you are unable or unwilling to submit to those courts, you may not use the software.

This EULA establishes certain legal rights, but you may have other legal rights under the laws of your state or country. This EULA will only change your rights under the laws of your state or country to the extent permitted by those laws.

14. Representatives, Successors and Assigns

We may assign or novate our rights and obligations under this EULA at any time by notice on our website. Upon such assignment or novation, our obligations and benefits under this EULA are binding on and shall benefit our respective representatives, successors and assigns. You may not assign your rights or obligations under this EULA.

Please direct any questions, comments or concerns about this EULA to legal@gridmagicgame.com.

15. Headings

The section headings in this agreement are for reference purposes only and do not and shall not affect the meaning or interpretation of this agreement.

16. Early Access

While Andrea may develop additional features, game modes, and other aspects of the game software, you agree that Andrea is under no obligation to do so.