

TERMS OF SERVICE
Revised: June 15, 2020

IMPORTANT NOTICE: FOR U.S. AND CANADIAN PLAYERS, THESE TERMS OF SERVICE REQUIRE FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE, OR YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE TERMS OF SERVICE, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 15 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

PLEASE REVIEW THESE TERMS OF SERVICE AND OUR PRIVACY POLICY CAREFULLY BEFORE USING OUR SERVICES. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES.

Our Privacy Policy describes how we collect, store, use, and disclose, and otherwise process your personal information when providing our Services to you, and your rights and choices concerning your information. When you use our Services, you acknowledge that our Privacy Policy applies. If you do not us to collect, store, use, or share your information in the ways described in our Privacy Policy, you must not use our Services.

“Flying Car Games,” “Monumental,” “we,” “our,” or “us” includes our agents, consultants, employees, officers, and directors.

1. DEFINITIONS

“**Account**” means an account you create when you access the Services.

“**Community Rules**” means the rules of conduct that govern your interaction with our Services and other players, which can be found in subsection 4c below.

“**Feature Terms**” means any other rules related to specific services, like platforms and APIs, applications for mobile devices, forums, contests, or subscriptions that we may publish, which apply to your use of those specific services and state they are part of these Terms.

“**Offers**” means special programs, including offers, excursions, and special gifts, both digital and tactile, that Monumental may offer from time to time to certain eligible players.

“**Services**” means our games, products, services, content, www.flyingcargames.com, www.monumental.io, <https://www.stormwars.com>, www.stormwarsgame.com and/or other domains or websites operated by Monumental.

“**Terms of Service**” or “**Terms**” means these terms of service.

“**User Content**” means all the data that you upload, transmit, create, or generate on or through the Services. This includes things like your profile picture, your in-game text or video chat, and your in-game art or other content authored or designed by you.

“**Virtual Items**” means (a) virtual currency, including without limitation virtual coins, cash, tokens, or points, all for use in the Services and (b) virtual in-game items.

“**Monumental Affiliates**” refers to Flying Car Games, Monumental and their respective third-party content providers, distributors, licensees, or licensors.

2. CHANGES TO THESE TERMS

We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms or Feature Terms at any time by posting the amended Terms or Feature Terms on our sites or within the Services (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless we state otherwise, changes are effective when posted. New versions of the Terms and Feature Terms, and any other policies, codes, or rules will be accessible at www.monumental.io or from within the Services. If you continue to use the Services after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can't make changes to the Terms or Feature Terms unless both you and Monumental sign a written amendment.

If you have a dispute with Monumental, the version of the Terms and Feature Terms in effect at the time Monumental received actual notice of the dispute will apply to such dispute.

If the Terms or our Privacy Policy have any provisions or information that conflict with other Monumental terms or policies, these Terms and the Privacy Policy as applicable shall govern.

3. ACCOUNT INFORMATION AND SECURITY

In order to use our Services, we may ask you to create an Account and select a password and/or provide us with certain personal information, which may include your name, birthdate, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Monumental's Privacy Policy.

You agree to supply Monumental with accurate, complete, and up-to-date information.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. We will treat all acts performed through your Account as being performed by you. You therefore accept responsibility for all acts done using your Account, whether or not authorized by you, including purchases made using any payment instrument (including, without limitation, credit card or PayPal), and you understand you may be held liable for losses incurred by us or any other user of the Services caused by someone else using your Account. If you become aware of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password, notify us immediately.

4. USING OUR SERVICES

- a. Who can use our Services:** We are excited to have you start playing our games, but there are some limits on who can use our Services.

You may **not** use our Services if:

- You cannot enter into a binding contract with Monumental.
- You are under 13 years of age (or under 16, if you are located in the European Economic Area (the "EEA")), in which case you must not create an Account, use any of our Services, or submit personal information (for example, your name or email address) in the Services or to Monumental.
- You are not allowed to receive products, including services or software, from the United States, for example if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.
- You have previously been banned from playing any Monumental Service, unless Monumental has reversed that ban, in its sole discretion.

If you are under the age of 18, or under the age of majority where you are located, you represent that your legal guardian has reviewed and agreed to these Terms.

b. Additional Important Rules and Terms:

If you use our Services, you must follow all other Feature Terms that may apply. These additional rules and terms apply in addition to these Terms and are important. Please read them. If you access the Services from a social network, such as Facebook, or download the Services from another platform, such as Apple or Google, you must also comply with that third party's terms of service/use as well as these Terms.

c. Community Rules:

- I. Follow the Law, these Terms and Platform Terms of Service
 - a. You agree you will not, under any circumstances:
 1. Use the Services, intentionally or unintentionally, in violation or breach of any applicable law or regulation, or in a way that may put Monumental in violation or breach of any applicable law or regulation, or in a way that promotes the violation or breach of any applicable law or regulation.
 2. Engage in any act that Monumental deems in its sole discretion to be in conflict with the spirit or intent of the Services, including without limitation circumventing or manipulating these Terms, other Feature Terms, game rules, game mechanics, or other Monumental policies.
 - b. You agree that you will abide by all terms and conditions of any third-party platform provider through which you access and/or use the Services, such as Apple, Google, or Facebook (each a "**Platform**"), including without limitation all terms that apply to any payment you make through any Platform. In the event of any conflict between these Terms and the applicable Platform's terms, the applicable Platform's terms prevail.
- II. Account Creation and Use.

The following rules govern the creation and use of your Account:

- a. You must not have more than one Account, at any given time; create an Account using a false identity or information; or create an Account on behalf of someone other than yourself.
 - b. You must not sublicense, rent, lease, sell, trade, gift, bequeath, or otherwise transfer your Account or any Virtual Items associated with your Account to anyone without Monumental's written permission. Any such transfer or attempted transfer is prohibited and void.
 - c. You must not access or use an Account or Virtual Items that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Monumental's written permission.
- III. Improper Use of Others' Personal Information

You agree that you will not, under any circumstances:

- a. Try to unlawfully obtain login information or access Accounts belonging to any other player.

- b. Seek to collect, misuse, or disseminate any other user's content or non-public personal information.
- c. Upload or transmit, or attempt to upload or transmit, without Monumental's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including without limitation clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices or technologies (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms," or "malware").

IV. Offensive or Infringing Content

You agree that you will not, under any circumstances:

- a. Post content or a link to content that is abusive, threatening, obscene, defamatory, or libelous; is racially, sexually, religiously, or otherwise objectionable or offensive; promotes or incites violence; or violates any applicable law or regulation.
- b. Post content or a link to content that contains nudity, excessive violence, or offensive subject matter.
- c. Post content or a link to content that infringes or violates someone else's intellectual property or other proprietary rights, or that discloses or aids in the disclosure of someone else's confidential information.
- d. Post content or a link to content containing malicious content, including without limitation viruses, malware, or spyware.
- e. Harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person or group, including without limitation Monumental's employees and customer service representatives.
- f. Impersonate any other person, including without limitation a Monumental employee.

V. Commercial Activity

You agree that you will not, under any circumstances:

- a. Use the Services for any unauthorized commercial purpose, including but not limited to (1) communicating a commercial advertisement or facilitating a commercial transaction, including without limitation spamming other players; (2) offering or soliciting Accounts or Virtual Items for sale or transfer; or (3) soliciting donations or contributions to any personal or charitable cause.
- b. Use the Services for performing in-game services, such as power-leveling and item-collection services, in exchange for payment outside the Services.

VI. Unauthorized Use of or Connection to the Services

You agree that you will not, under any circumstances:

- a. Design, use, distribute, or sell cheats, exploits, automation software, bots, hacks, mods, or any unauthorized third-party or other software designed to modify or interfere with the Services or any Monumental game experience.
- b. Exploit, distribute, use, or publicly inform other users of the Service of any game error or bug which gives users an unintended advantage.

- c. Institute, execute, assist, encourage, or become involved in any type of attack on the Services, including without limitation distribution of malware, making a denial-of-service attack, or any other attempt to disrupt the Services or any other person's use or enjoyment of the Services.
- d. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms.
- e. Try to gain unauthorized access to the Services, Accounts registered to others, or to any computer or server used to offer or support the Services or any Monumental game environment or network connected to the Services by any means other than the user interface provided by Monumental, including without limitation by circumventing or modifying or causing to be modified, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, file, or software that is part of the Services.
- f. Use, facilitate, create, or maintain any unauthorized connection to the Services, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Services; or (2) any connection using programs, tools, or software not expressly approved by Monumental.
- g. Use any unauthorized third-party or other software that accesses, intercepts, "mines," or otherwise collects information from or through the Services or that is in transit from or to the Services, including without limitation any software that reads areas of RAM or streams of network traffic used by the Services to store information about Monumental game characters, elements, or environments. Monumental may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- h. Intercept, examine, or otherwise observe any proprietary communications protocol used by a client, a server, or the Services, whether through the use of a network analyzer, packet sniffer, or any other tools.
- i. Make any automated use of the Services or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- j. Bypass any robot exclusion headers or other measures we employ to restrict access to the Services or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Services, or harvest or manipulate data.
- k. Interfere or try to interfere with the proper functioning of the Services, or connect to or use the Services in any way not expressly permitted by these Terms or Feature Terms, including without limitation disrupting, overburdening, or assisting in the disruption or overburdening of the Services.
- l. Make improper use of Monumental's customer support services, including by submitting false abuse reports or using profane or abusive language in communications with our support personnel.
- m. Except where permitted by law or relevant open source licenses, modify, reverse engineer, decompile, disassemble, decipher, or otherwise try to derive the source code from us, or to obtain any information from the Services using any method not expressly permitted by Monumental.

- n. Use, display, mirror, or frame the Service, or any individual element of the Service.
- o. Copy, modify, or distribute content from any Monumental game, site, or Service or content protected by Monumental's copyrights, trademarks, or other intellectual property rights, or use any method to copy or distribute any content in the Services except with Monumental's written permission.
- p. Use or reproduce any Monumental licensor logo or trademark without the prior express written consent of the owner of such trademark or logo.
- q. Encourage or enable any other individual or group to do any of the foregoing.

d. Accessing our Services:

To access or play our games or create an Account with us, you may need an account with a social network, like Facebook, and, if you are using our mobile Services, an account with the company that provides your mobile applications, like an Apple iTunes account. You may need to update third-party software from time to time to receive the Services and play Monumental's games.

We provide the games and other Services. You provide and are solely responsible for the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, and for data or cellular usage to download and use the Services.

e. Service Changes and Limitations:

Our Services are evolving and we may require that you accept updates to the Services as well as to the Terms, Feature Rules, and the Monumental Privacy Policy. From time to time we may make you update the game or your software to continue to use our Services. We may perform these updates remotely, including to Monumental software residing on your computer or mobile device, without notifying you.

MONUMENTAL RESERVES THE RIGHT TO STOP OFFERING AND/OR SUPPORTING THE SERVICES OR A PARTICULAR GAME OR PART OF THE SERVICES AT ANY TIME EITHER PERMANENTLY OR TEMPORARILY, AT WHICH POINT YOUR RIGHT TO USE THE SERVICES OR ANY PART OF THEM WILL BE AUTOMATICALLY TERMINATED OR SUSPENDED. IF THAT HAPPENS, UNLESS APPLICABLE LAW REQUIRES OTHERWISE, MONUMENTAL IS NOT REQUIRED TO PROVIDE REFUNDS, BENEFITS, OR OTHER COMPENSATION TO YOU IN CONNECTION WITH DISCONTINUED ELEMENTS OF THE SERVICES OR FOR VIRTUAL ITEMS PREVIOUSLY EARNED OR PURCHASED.

MONUMENTAL MAY, IN ITS SOLE DISCRETION, LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICES OR ANY PORTION OF THEM; PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES, AND TOOLS; OR DELAY OR REMOVE HOSTED CONTENT, AND MONUMENTAL IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR RESULTS. This does not apply to users located in the EEA. If you are located in the EEA, we will endeavor to give you at least one month's notice of any material changes before they take effect, and if you are unhappy with those changes, you can choose to cancel your Services under these Terms.

f. Deleting your Account:

You may stop using our Services at any time and may request that we delete your Account at any time by following the instructions in our Privacy Policy. ***Unless applicable law requires otherwise, we are not required to provide refunds, benefits, or other compensation if you request deletion of your Account.***

5. OWNERSHIP; LIMITED LICENSE

a. Games and Services:

The Services provided to you hereunder or available to you through the Services are licensed, not sold, and Monumental retains and reserves all rights not expressly granted in these Terms. You acknowledge and agree that, as between you and Monumental, Monumental and its licensors owns all rights, title and interest (including all intellectual property rights) in the Services and all data, content, and other materials within the Services. The Services are protected by U.S. and international copyright and other intellectual property laws and treaties.

So long as you abide by these Terms and any other rules, including any Feature Terms, you may use the Services subject to these Terms, for your own non-commercial, entertainment purposes. You agree not to use the Services for any other purpose and agree that Monumental will have no liability to you for any damage or loss arising from unauthorized uses.

If you breach these Terms, or any of our other terms that apply to you, we may take action against you, up to and including terminating your account. In addition, you may be breaking the law, including breaches or violations of Monumental's intellectual property rights. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICES, INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY MONUMENTAL GAME, IS A BREACH OF THESE TERMS AND MAY BE A BREACH OR VIOLATION OF CRIMINAL AND CIVIL LAWS.

b. Your Account and Virtual Items:

Regardless of any other statement in these Terms or any Feature Terms that apply to features you may choose to use, you do not own any Account that you create on our Services, including in our games, and your Account is not your property. Likewise, you do not own any Virtual Items that you obtained through our Services, regardless of whether you "earned" those Virtual Items or "purchased" them. Your Account and any related Virtual Items are owned by Monumental. Monumental gives you a limited license and right to use your Account and the related Virtual Items while we offer the Services.

TO AVOID RETAINING DATA THAT IS NO LONGER NEEDED AND/OR TO IMPROVE OUR SERVICES, WE MAY DELETE OR TERMINATE ACCOUNTS THAT ARE INACTIVE (*I.E.*, NOT LOGGED INTO) FOR 180 DAYS.

You are not allowed to transfer Virtual Items outside of the Services (e.g., in the "real world"), for example by selling, gifting, or trading them. Monumental won't recognize those transfers as legitimate. You are not allowed to sublicense, trade, sell, or attempt to sell Virtual Items for "real" money, or exchange Virtual Items for value of any kind outside of a game. Any such transfer or attempted transfer is prohibited and void, and we may terminate your Account because of it.

c. User Content:

If you post, publish, transmit, or upload User Content on the Services, you agree that it will be:

- I. accurate;
- II. not confidential;
- III. not in violation of law;
- IV. not in violation of contractual restrictions or other parties' rights, and that you have permission to use the User Content from any other party whose personal or other information or intellectual property is contained within the User Content;
- V. free of infringing, libelous, or otherwise unlawful or tortious material;
- VI. free of software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; and/or
- VII. in compliance with our Community Rules.

Your User Content will be processed by Monumental in accordance with our Privacy Policy. You are solely responsible for securing and backing up your content.

Any User Content that you post, publish, or transmit will be considered non-proprietary and non-confidential. You retain all of your ownership rights in your User Content, but you give Monumental a perpetual and irrevocable (other than as provided below or in our Privacy Policy), worldwide, royalty free, non-exclusive, license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content and any modified and derivative works thereof in connection with the Services, including in marketing and promotions. To the extent allowed by applicable laws, you waive any moral rights you may have in any User Content (like the right to be identified as the author of the User Content or the right to object to a certain use of that User Content).

We have the right to remove any of your User Content if, in our opinion, it does not comply with these Terms or any applicable Feature Terms. We also have the right to disclose your identity to any third party who is claiming that any of your User Content constitutes a breach of their intellectual property rights or their right to privacy. We will also disclose your User Content to other third parties or government bodies where we are legally required to do so.

Monumental's license to your User Content ends when you request deletion of your Account by submitting a request as described in our Privacy Policy, with the following exceptions:

- I. User Content submitted in response to Monumental promotions, which will be subject to any Feature Terms or other terms of the promotion;
- II. User Content either shared with others, which they have not deleted or already used publicly as allowed under these Terms; and
- III. User Content subject to a separate license with Monumental, which will be subject to the terms of such license.

If you request deletion of your User Content we will take reasonable steps to remove your User Content from active use, which may include suppression of your User Content in our systems. However, User Content may persist in our systems, including in back-up copies. We may also retain copies of User Content if we reasonably believe it is legally required.

When you post, publish, or transmit your observations and comments on the Services, such as in forums, blogs, and chat features, we cannot guarantee that other players will not use the ideas and information that you share. If you have an idea or information that you would like to keep confidential and/or don't want others to use, don't post it. **MONUMENTAL IS NOT RESPONSIBLE FOR ANY OTHER PERSON'S USE OR APPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST, PUBLISH, OR TRANSMIT IN ANY FORUMS, BLOGS, OR CHAT ROOMS.**

6. MONITORING USE OF SERVICES AND USER CONTENT

We have no obligation to monitor the Services for inappropriate or illegal User Content or the conduct of other players, and we take no responsibility for such conduct. We also are not responsible for information, materials, products, or services provided by other players (for instance, in their profiles). User Content is not approved by us. By using our Services, you understand that you may be exposed to conduct that you might find offensive or otherwise objectionable. We do not endorse any User Content posted on the Services, nor do we guarantee its truthfulness or accuracy. However, if someone is violating these Terms or misusing the Services, please let us know by contacting our customer support.

While we have no obligation to monitor the Services, we have the right, in our sole discretion, to monitor, record, or store your interactions with the Services or your communications with

Monumental or other player when you are using the Services (including without limitation your communications through in-game text or video chat). For more information, see our Privacy Policy. We may also, at our discretion, choose to edit, refuse to post, or remove any User Content or any other materials that we deem in our sole discretion to be objectionable. If we determine that your communications or User Content violate these Terms or Feature Terms, we have the right, in our sole discretion and without notice, to disable your ability to post User Content or to communicate with other players, or we may terminate your access to the Services entirely.

7. YOUR DEALINGS WITH OTHER PLAYERS

You are responsible for your interactions with other players. If you have a problem with another player, we are not required to get involved, but we can if we desire. If you have a dispute with another player, you release Monumental and all Monumental Affiliates from responsibility, claims, demands, and/or damages (actual or consequential) of every kind and nature, whether known or unknown, resulting from that dispute or connected to that dispute. This includes damages for loss of profits, goodwill, use, or data. This does not apply to users located in the EEA. If you are located in the EEA, your liability vis-à-vis Monumental is as set forth by the law applicable in the country where you reside.

If you are located in California, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”

As part of the Services, we may offer you the opportunity to play with your friends or other matched opponents. To ensure that you always have available opponents at the right skill level, some of these matched opponents may be auto-generated players that look and play like real people.

8. PAYMENT TERMS

We provide a service in the form of access to games, Virtual Items, and our other Services. In the Services you may use “real world” money to obtain a limited license and right to use Virtual Items and/or other goods or services.

a. How it Works:

You get a limited license and right to use Virtual Items by visiting the purchase page in one of our games or Services and providing billing authorization through the Platform on which you are playing

When you make a purchase on any Monumental-owned website, the payment page will let you know what payment methods you can use to pay when you make your purchase. The price of the product will be the price indicated on the order page when you place your order. When your purchase is complete, we may send you a confirmation email that will have details of the items you have ordered. Please check that the details in the confirmation message are correct as soon as possible and keep a copy of it for your records. Monumental keeps records of www.monumental.io, www.flyingcargames.com, www.stormwars.com, and www.stormwarsgame.com transactions in order to handle any future questions about that transaction.

When you purchase Virtual Items in our games on other Platform, Monumental is not a party to the transaction and your purchase will be governed by the third-party platform’s payment terms and conditions. Please review the platform’s terms of service for additional information. You can also contact our Billing Support team as described below for questions concerning refunds of purchases made through Facebook or Google.

For Virtual Items, your order will represent an offer to us to obtain a limited license and right to use the relevant Service(s) or Virtual Item(s) that will be accepted by us when we accept payment, at which point, the limited license begins.

For orders to obtain a limited license and right to use Virtual Items, by clicking the purchase/order button on the purchase window or page you:

- I. agree that we will supply the Virtual Items to you as soon as we have accepted your order; and
- II. if you reside in the European Union (the "EU"), you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Virtual Item.

You understand that while you may "earn," "buy," or "purchase" Virtual Items in our Services, you do not legally "own" the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Any "virtual currency" balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your limited license.

ALL SALES ARE FINAL: YOU ACKNOWLEDGE THAT MONUMENTAL IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH FLYINGCARGAMES.COM, MONUMENTAL.IO, STORMWARSGAME.COM OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

PURCHASES TO ACQUIRE A LIMITED LICENSE AND RIGHT TO USE VIRTUAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

b. Additional Payment Terms:

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Monumental may revise the pricing for the goods and services it licenses to you through the Services at any time.

Subscriptions are also subject to our additional Subscription Terms immediately below

c. Subscription Terms:

Some of Monumental's games may offer subscription services. If you purchase a subscription, then by clicking the purchase button you are requesting that we begin supplying the subscription services immediately and are entering into a monthly subscription contract with us. You are also authorizing a charge to you of a monthly subscription fee at the rate quoted at the time of purchase. For subscription services purchased in a Monumental game played on a Platform, the Platform will charge you for the subscription fee and the Platform's payment terms will apply. Please review the appropriate Platform's payment terms for additional information.

Subscription rates are based on an amount in U.S. Dollars. If you are using a local currency the actual amount may fluctuate based on currency exchange rates without notice to you. The charges will be applied to the payment instrument you provide when you start your subscription (or to a different payment instrument, if you change your account information). Please note that prices and charges are subject to change. If Monumental makes a change to the monthly subscription rate in U.S. Dollars, we will let you know in advance.

Your subscription will automatically renew each month unless and until you terminate your subscription or we terminate it. You must cancel your subscription before it renews each month, otherwise payment of the next month's subscription fees will be taken automatically via your chosen payment method.

You may cancel at any time by visiting the subscription management page within the relevant game, clicking the subscription details button and following the instructions for canceling your subscription. You may also be able to cancel your subscription directly through the Platform for games played on a Platform. For instructions on how to cancel a subscription for a game played on Facebook, please click [here](#). For other Platforms, please review their customer support websites or contact their customer support numbers for information regarding canceling auto-renewing subscriptions. Alternatively, you can contact us our customer support via email at support@monumental.io.

SUBSCRIPTION PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS, EXCEPT FOR EU CUSTOMERS THAT CANCEL WITHIN 14 DAYS OF THEIR INITIAL PURCHASE, AS EXPLAINED BELOW.

If you reside in the European Union, subscription services may be cancelled within 14 days from the date of your purchase and you may obtain a refund of your initial payment minus a reasonable pro-rated portion to cover your use of the subscription service prior to cancellation.

Monumental games may occasionally offer a one-time or limited-time bonus to players that have a current subscription or who agree to start a subscription. You understand that these items, which will generally be marked as "bonus" items, will not be a part of your ongoing subscription.

d. Billing Support:

For billing support, please contact us our customer support via email at support@monumental.io. Please note that support for billing-related issues and questions is available in English only. For non-billing customer assistance, you must contact us our customer support.

9. PROMOTIONS AND OFFERS

From time to time, we may offer limited-time promotions. Please review the official rules or Feature Terms (if any) associated with any promotion. They will apply in addition to these Terms.

In addition, from time to time, we may promote Offers. We are not required to give, and you are not required to accept, any Offer. Offers are not transferable, redeemable, or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release or other paperwork to receive the Offer. Some Offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before you accept the offer. If you accept any Offer, you assume all liability associated with the Offer.

10. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES

The Services may include or provide access to third party products, services, content, or offerings, including advertising for such ("[Third Party Services](#)"). You acknowledge that different terms of use and privacy policies may apply to your use of such Third Party Services and that terms and policies are solely between you and the advertiser or other third party. You agree that does not endorse and is not responsible or liable for any issues related to Third Party Services.

11. COPYRIGHT NOTICES/COMPLAINTS

We respect the intellectual property rights of others and ask that you do, as well. We respond to notices of alleged copyright infringement that comply with the US Digital Millennium Copyright Act (“DMCA”), the E-Commerce Directive and associated legislation in the EU, and similar or equivalent other local laws that may apply. We reserve the right to terminate any player’s access to the Services if we determine that the player is a “repeat infringer.” We do not have to notify the player before we do this.

If you believe that your work has been made available through the Services in a way that constitutes copyright infringement, please provide Monumental’ Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Services; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, please contact Monumental’s Agent for Notice of Copyright Claims. Monumental’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims
MONUMENTAL, LLC
Attn: Intellectual Property Counsel
1600 Rio Grande Street
Austin, TX 78701
Email: copyright@monumental.io

12. FEEDBACK AND UNSOLICITED IDEAS

If you elect to provide or make available to Monumental any suggestions, comments, ideas, improvements or other feedback relating to the Services (“Feedback”), Monumental shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Feedback in any form and any medium (whether now known or later developed), without credit or compensation to you.

13. AVAILABILITY OF THE SERVICES; WARRANTY DISCLAIMER

Monumental and the Monumental Affiliates make no promises or guarantees that the Services or any content on them will always be available, uninterrupted, or error-free. We may suspend, withdraw, or restrict the availability of all or any part of our Services for business and operational reasons.

USE OF THE SERVICES IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN “AS IS” BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MONUMENTAL AND THE MONUMENTAL AFFILIATES MAKE NO WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. MONUMENTAL AND THE MONUMENTAL AFFILIATES DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS, OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).

14. LIMITATIONS; WAIVER OF LIABILITY

YOU ACKNOWLEDGE THAT MONUMENTAL AND THE MONUMENTAL AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF CLIENT PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES. THE RISK OF USING THE SERVICES AND EXTERNAL SITES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICES AND EXTERNAL SITES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF MONUMENTAL AND/OR THE MONUMENTAL AFFILIATES IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID MONUMENTAL AND/OR THE MONUMENTAL AFFILIATE IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID MONUMENTAL OR ANY MONUMENTAL AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MONUMENTAL AND/OR ANY MONUMENTAL AFFILIATE IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT.

INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

These limitations/exclusions do not apply to users located in the EEA. For those users, if Monumental fails to comply with these Terms, Monumental is responsible for loss or damage you suffer that is a foreseeable result of Monumental's breach of these Terms or is a result of Monumental's negligence, but Monumental is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and Monumental at the time we entered into these Terms.

15. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

THIS SECTION ONLY APPLIES TO PLAYERS IN THE US AND CANADA.

a. You and Monumental Both Agree to Arbitrate

ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT AS SET FORTH IN SUBSECTION 15d BELOW. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

b. The Arbitration Process

The American Arbitration Association ("AAA") will control any arbitration between you and Monumental, and AAA's then-current rules and procedures, including the Supplementary Procedures for Consumer-Related Disputes, will be used. You can look at AAA's rules and

procedures on their website at www.adr.org. If something in these Terms is different from AAA's rules and procedures, then the parties agree to follow these Terms instead.

c. To start an arbitration proceeding, use the form on AAA's website (www.adr.org).

If you reside outside of the United States, arbitration may take place in the county where you reside at the time of filing. If you reside in the United States, arbitration shall be initiated in the State of Texas, United States of America. You and Monumental further agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If your claim is for ten thousand dollars (\$10,000) or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules.

Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA rules, provided that if you are initiating an arbitration against Monumental and the value of the relief sought is ten thousand dollars (\$10,000) or less, then Monumental will advance all filing, administrative, and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). If the circumstances in the preceding sentence apply, but the value of relief sought is more than ten thousand dollars (\$10,000) and you demonstrate to the arbitrator that such costs and expenses would be prohibitively more expensive than a court proceeding, then Monumental will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to reimbursement as set forth below). In the event that the arbitrator determines that all of the claims you assert in arbitration are frivolous according to Federal Rule of Civil Procedure 11, you agree to reimburse Monumental for all such cost and expenses that Monumental paid and that you would have been obligated to pay under the AAA rules.

d. Exceptions to Agreement to Arbitrate

The parties all agree that they will go to court to resolve disputes

- I. Relating to your or Monumental's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights, or patents);
- II. Relating to any violation of the Community Rules;
- III. Where the sole form of relief sought is injunctive relief; or
- IV. Within the jurisdiction of small claims courts.

For more information about which court the parties can go to for resolving these types of disputes, see Section 17 (Venue for Legal Disputes Not Subject to Arbitration).

e. Opting out of the Agreement to Arbitrate and Class Action Waiver

You have the right to opt out and not be bound by the arbitration and class action waiver provisions in this Section 15 by sending us written notice of your decision to opt out to our customer support or by physical mail as stated in Section 23 (Notices). The notice must be sent within thirty (30) days of your first use of the Services or availability of this opt-out, whichever is later; otherwise, you shall be bound to arbitrate disputes as set out in this Section 15. If you opt out of these arbitration provisions, Monumental also will not be bound by them.

f. Survival

This Section 15 shall survive termination of these Terms.

16. APPLICABLE LAW

You agree that these Terms affect interstate commerce and that the Federal Arbitration Act (including its procedural provisions) governs the interpretation and enforcement of Section 15 (Agreement to Arbitrate and Class Action Waiver). In addition, these Terms and our relationship will be governed by Texas law, except for its conflicts of laws principles.

17. VENUE FOR LEGAL DISPUTES NOT SUBJECT TO ARBITRATION

Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 15 must be brought in state or federal court in Austin, Texas, unless the parties agree to some other location. You and Monumental, each consent to venue and personal jurisdiction in Austin, Texas.

18. SEPARATION OF TERMS

Each of the paragraphs of these Terms operates separately. Except as described in Section 15 under the “No Class Actions” heading, if any part of these Terms or Feature Terms is not enforceable, the rest of these Terms and Feature Terms still apply and are binding, and any unenforceable term will be substituted with a term that comes as economically close to the unlawful or unenforceable term as possible.

19. ASSIGNMENT

We may give our rights, or our obligations, under these Terms or Feature Terms to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms or Feature Terms to anyone without first getting Monumental’s written consent, and any attempt to do so without our consent is void.

20. ENTIRE AGREEMENT

These Terms, and any other policies or rules we reference in these Terms, make up the entire agreement between you and us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us. This provision does not apply to users located in the EEA.

21. LANGUAGE OF THE TERMS

If we provide a translated version of these Terms, Feature Terms, Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different from the English version, then the English meaning will be the one that applies. This provision does not apply to users located in the EEA.

22. NO WAIVER

If we do not enforce our rights under these Terms or Feature Terms, that does not waive our right to do so later. And, if we do expressly waive a provision of these Terms or Feature Terms, that does not mean it is waived for all times in the future. If we do waive a default or breach by you, we will only do so in writing, and that will not mean that we will automatically waive any later default or breach by you.

23. NOTICES

If we have to give you notice of something according to the Terms or Feature Terms, we may notify you by posting a message on www.monumental.io, www.flyingcargames.com, www.stormwars.com, www.stormwarsgame.com or in the Monumental game(s) you play, sending you an e-mail, or using other ways of communicating with you based on the contact information you provide to us.

If you have to give us notice of something according to the Terms, Feature Terms, or Community Rules, the notice must be in writing and sent to us through customer support or addressed to Monumental, LLC, Attn: Chief Operating Officer, 1600 Rio Grande Street, Austin, TX 78701, unless we have provided a more specific way of notifying us.

24. FORCE MAJEURE

We are not liable for any changes or problems out of our control, for example changes or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. This provision does not apply to users located in the EEA.