

1. Introduction

Issued by THOSE BEYOND STUDIOS LIMITED

1.1 These are the terms and conditions (the 'T&Cs') Those Beyond Studios Limited ('we', 'us', 'our', 'Those Beyond') use to govern the service operated by Those Beyond and any related websites, applications, products, games, software and other materials under the "ARISE" name (the "Service") (except where a Service sets out that other terms and conditions apply). We've tried to keep them as short as possible, to help you understand how you can use the Service.

1.2 If you don't want to or cannot agree to these T&Cs, then you must not buy (where applicable), download, use or play any part of the Service. By downloading, installing, updating, buying (where applicable), using or playing the Service, or by clicking 'accept', 'start' or similar (where applicable), you agree to these T&Cs.

1.3 Where we may offer each Service through integration with another service, application and/or games stores including without limitation a Discord integration, the Apple App Store and Google Play Store (each a 'Partner'). That means you may need an account with that Partner to use the Service, and your use of that is subject to the terms of use applicable to that Partner (as may change from time to time).

1.4 Where applicable, the Partners may allow you to get a refund in respect of or in connection with the Service, in some cases. You should contact the Partner through which you made a purchase, where applicable, in the event that you desire a refund.

1.5 Depending on which Service you are seeking to access, and via which Partner you are accessing it, such Service may have an age rating. If so, you must adhere to the age rating and be at least as old as the age rating prescribes in order to use the Service. In addition, if you are under the age of 18, you must have your parent or legal guardian's consent to your use the Service and your parent or legal guardian must agree to these T&Cs.

2. Summary

2.1 These T&Cs are a legal agreement between us and you, so please read it carefully.

2.2 These T&Cs describe how you are permitted to use the Service.

2.3 These T&Cs should be read together with our [Community Guidelines](#) and our [Privacy Policy](#).

2.4 If you break these T&Cs or the [Community Guidelines](#), we may stop you using the Service, contact you regarding your use of them or exercise other remedies that we have available to us at law or in equity.

2.5 The Service is provided on an 'as is' basis, and we make no (and hereby disclaim any and all) representations and warranties with respect to it, to the extent permitted by applicable law.

2.6 These T&Cs may change from time to time. Please check back with us periodically to make sure that you're aware of the latest version.

3. What you can do

3.1 As long as you follow the rest of the terms and conditions in these T&Cs, you can use the Service and our website for your non-commercial, personal use and we grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to do the same. In addition, as long as you follow the rest of the terms and conditions in these T&Cs, you can use the Service in the following ways:

4. What you can not do

4.1 We use commercially reasonable endeavours to protect our Service and our users, and it is important that the Service is not used in a way which is unfair or which might harm our rights or the rights of others. Accordingly, we reserve the right to take any and all action available to us with respect to any conduct that violates the terms or spirit of these T&Cs including the [Community Guidelines](#).

4.2 The following sets out some of the things that you cannot do with the Service (and, subject to any applicable terms and conditions of the relevant licence within the Service, any game or other content made available on the Service):

4.2.1 do not share, rent, resell, or make available copies of the Service (or any 'hacked' versions) or otherwise use the Service commercially in any way except as expressly permitted by law (such as under 'fair dealing' or 'fair use' laws);

4.2.2 do not cheat, rig, fix, circumvent rules or processes, use multiple accounts, exploit 'loopholes' or bugs, or use our Service in a way which is not within the spirit intended by our T&Cs or in a way which may harm the experience of other users of the Service;

4.2.3 do not modify or adapt the Service or hack, merge, translate, create derivatives from the Service or our websites, mimic, disable the Service or tamper with them;

4.2.4 do not make public or commercial use, by any means, of any Service or our products or services without our prior written consent;

4.2.5 do not provide hyperlinks to, or other forms of links to, our websites for obtaining profit or other commercial gain without our express prior written consent;

4.2.6 do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service;

4.2.7 where applicable, do not share any password or security information you use to access the Service with any other person;

4.2.8 do not delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trade mark notices or other legal lines or credits) notices in our Service;

4.2.9 do not do anything (or attempt to do anything) which might disrupt use of the Service by us or other users, or which could threaten, harass or upset other users of the community; and

4.2.10 do not make anything available on or through the Service that violates the rights of third parties (including without limitation their intellectual property or privacy rights).

4.3 Our Community Guidelines provide additional rules and guidance about your use of our Service. We require that you comply with these rules so that we can properly operate our Service and to ensure that our users have a safe and fair experience.

4.4 Please make sure you read these T&Cs carefully and understand them. If we are threatened with or face legal action because you break any of the terms and conditions in these T&Cs, we may hold you responsible. That means you may need to compensate us, and pay us back for any damage we suffer as a result, and for our legal and other expenses.

4.5 If you breach these T&Cs, we have the right to suspend, terminate or otherwise take under review your licenses granted hereunder.

5. Third party content in our service

5.1 The Service may include third party website links and other third party materials such as games, posts, comments, videos, images and other content such as other user-generated content (“User Content”). We are not responsible for this User Content. We may moderate or otherwise check such User Content in some instances, but we are not required to do so. Depending upon the particular Service and the content involved, we may be solely a mere conduit for the transmission, storage and retrieval of the relevant User Content. In other words, we may not review User Content for its legality, tastefulness or its compliance with these T&Cs.

5.2 We may rely upon a reporting system whereby players and users can report User Content to us, such as because it is illegal content or as it is content which breaches these T&Cs. A reporting mechanism may be made available for these purposes in the Service, and you can also let us know by completing our [Feedback Form](#).

5.3 Where we provide the functionality for you to upload any content, including any User Content, to the Service such as, without limitation, games, posts, photos, videos, images, voice communications, text and other communications, comments or other content or files, you represent, undertake and warrant to us that:

5.3.1 you own or control all rights in and to any and all such content that you submit, transfer, or otherwise make available through the Service;

5.3.2 you have the right to grant us the licence described below under the heading “Intellectual Property Rights”; and

5.3.3 all content that you submit, transfer, or otherwise make available through the Service:

(a) does and will comply with these T&Cs and our Community Guidelines;

(b) is lawful and will not give rise to any actual or possible civil or criminal liability for you or for us and does not promote any unlawful or illegal activity (including without limitation in respect of the territory and local laws applicable where you may upload such content);

(c) does not infringe the rights of any third party, including without limitation their intellectual property or privacy rights;

(d) does not include any virus, worm, logic bomb, bug or any other form of malicious or technically harmful data, code, link or information;

(e) does not contain any restricted or security related content such as the passwords, medical information or confidential information of any person; and

(f) does not solicit, encourage, invite, advocate, request or provoke directly or indirectly any of the foregoing or any illegal activity or breach of these T&Cs or the Community Guidelines.

6. Monitoring and Enforcement of User Content

6.1 Any User Content may be reviewed by us or sent to third-party verification services (including, but not limited to, spam prevent services or moderators). Do not submit any User Content that you consider to be private or confidential.

6.2 We have the right to:

6.2.1 remove or refuse to make available through the Service any User Content for any or no reason in our sole discretion;

6.2.2 remove and/or delete any user's profile for any reason in our sole discretion;

6.2.3 take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these T&Cs, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for Those Beyond;

6.2.4 subject to our Privacy Policy, disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy, as necessary to comply with legal obligations and enforce these T&Cs;

6.2.5 take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorised use of the Service; and

6.2.6 terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these T&Cs.

6.3 Without limiting the foregoing, subject to the Privacy Policy and applicable law, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting User Content through the Service.

6.4 To the extent permitted by applicable law, you waive and hold harmless Those Beyond and its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by these parties or law enforcement authorities.

6.5 It is our policy in appropriate circumstances to disable and/or terminate the profiles of users who are repeat infringers.

7. Our Liability

7.1 Nothing in these T&Cs will limit any of your rights which may not be excluded under law. This means that, notwithstanding any other terms in these T&Cs:

7.1.1 our liability to you for personal injury or death caused by our negligence is not excluded or limited, nor is our liability to you for any fraudulent representation we make;

7.1.2 if a paid-for feature of the Service (if applicable) is faulty when we deliver it to you, we will try to repair or replace it;

7.1.3 if we can't fix that fault within a reasonable time, or without significant inconvenience, you're entitled to all or some of your money back that you paid to use the Service (where applicable); and

7.1.4 if, as a result of the fault, the Service damages your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

7.2 Other than as mentioned above, our overall liability to you is limited to the price you paid to use the Service or, where no price was paid, £10.

7.3 The Service along with any updates, upgrades and any additional content are provided 'as is'. That means we don't make any promises to you about the Service other than that they will be of satisfactory quality, as described, and fit for purpose. We don't make any other promises about the Service.

7.4 We'll use reasonable skill and care to provide the Service, but can't guarantee there won't be any errors, bugs or interruptions to them, or that our Service will not cause any problems with your device.

7.5 If we release a version of the Service which is not yet complete, because we want to give you early access, then you'll need to bear in mind that it may have some errors, bugs or interruptions in accordance with clause 13 below.

7.6 Please do let us know straight away if you discover any problems with the Service, so we are aware and can decide whether it is something we need to address in a future update (if there is a future update). You can contact us to let us know about any problems with the Service via support@thosebeyond.io.

7.7 Any views expressed in the Service are the views of the authors and not of us, unless we expressly specify otherwise.

7.8 The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information, and all statements and/or opinions expressed in user generated content are solely the opinions and the responsibility of the user providing that content and do not necessarily reflect the opinion of Those Beyond. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials, including User Content, by you or any other user of the Service, or by anyone who may be informed of any of its contents.

8. Privacy

8.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information.

8.2 Please take care when disclosing any information about yourself on or through our Service. A known risk of the public internet is people not necessarily being who they say they are, or behaving in an unreliable, misleading or illegal way. We cannot control information you choose to provide to other users, where our Service includes facilities for you to interact with others. We strongly recommend that you exercise caution, act sensibly and not disclose any information which you do not wish to have disseminated into the wider

public internet. Any disclosures of your information by you to other users are made by you at your own risk. Once information is disclosed by you in this way, it may not be possible for us to prevent its dissemination over the public internet.

9. Intellectual Property

9.1 All intellectual property rights in the Service throughout the world belong to us and our licensors, and the rights in the Service are granted to you by way of a limited licence (and are not sold) to you. You have no intellectual property rights in, or to, the Service other than the right to use the Service in accordance with these T&Cs on the applicable platform / Partner and device. Except as otherwise expressly provided in these T&Cs, all rights are reserved by us and our licensors.

10. Operating Systems and Device Requirements

10.1 Where the Service requires a certain operating system version (or later) and a minimum amount of memory to use it. Please review the Service-specific minimum requirements where these are made available to you in the Service description that it is compatible with your device.

11. Termination and Service Outage

11.1 We may temporarily discontinue any or all Service and any and all services and content available through it at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

11.2 We may end your rights to use the Services at any time in the event that you breach these T&Cs. If what you have done can be put right, we may, in our sole discretion, give you a reasonable opportunity to do so. Where you have paid for the Service, content or services in connection with the Service and your rights have been terminated in accordance with this clause because of your breach of these T&Cs, we will not refund you.

11.3 We may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you. This may happen, without limitation, because we choose to end the availability of the Service. If your use of the Service was provided to you free of charge, you will not be entitled to compensation in this event. If you paid for the Service, content or services in connection with the Service, you will not be entitled to a refund where you have substantially had the enjoyment of what you had paid for. Where you have not had a reasonable period of opportunity to enjoy the paid-for Service, we may offer you a partial or full refund.

11.4 Upon your deletion/uninstallation of the Service or of particular pieces of User Content, or on termination of your profile, we will use commercially reasonable efforts to make the applicable User Content inaccessible and stop using it. Where required by the Privacy Policy, we will also delete your personal data, unless permitted or required to keep this data under applicable law. In any event, you acknowledge and agree that: (i) deleted User Content may persist in caches or backups for a reasonable period of time; and (ii) copies of or references to the User Content may not be entirely removed (e.g., where it has been reblogged or cross-posted by other users or third parties).

12. Early Access

12.1 Where the Service is made available to you as part of an alpha, beta or other early access programme you specifically agree, acknowledge and accept that:

12.1.1 The Service is made available “as is” as work in progress and as part of an early access programme for evaluation and demonstration purposes only, in order to assess and evaluate its performance including the identification of any errors or defects.

12.1.2 The Service may (and likely will) contain defects and/or errors.

12.1.3 The Service may and probably will crash and / or cause data loss.

12.1.4 You use, download and install the Service at your own risk, knowing that it is provided as is and with faults.

12.1.5 You are advised to back-up and otherwise safeguard all data and software on your computer and to not rely on the correct functioning or performance of the Service.

12.1.6 You may have access to and be entrusted with confidential information and trade secrets relating to the Service before it is made public, and about our business and plans. You will not divulge or communicate to any person, cause or facilitate any disclosure of, or make any use of, such confidential information without our prior written permission. This obligation shall survive termination of these T&Cs but shall not apply in respect of any information which has become available to the public generally other than through unauthorised disclosure.

13. General

13.1 These T&Cs do not affect any legal rights you may have under the law which cannot be excluded or limited.

13.2 We may change or update these T&Cs from time to time, but changes only affect you to the extent they can legally apply. For example, if we release an update with a new set of T&Cs, and you don't use the update, then the old set of T&Cs applies, but if you do use the updates or if you use parts of the Service(s) that rely on our ongoing online services then the new T&Cs will apply. Please check back at our website from time to time in case of updates to the T&Cs.

13.3 We may transfer our rights and obligations under these T&Cs to another organisation. We will let you know if that happens and we will ensure that your rights under these T&Cs are unaffected. You may not transfer your rights or obligations under these T&Cs unless we expressly agree to the transfer in writing.

13.4 Except where expressly stated to the contrary in these T&Cs, these T&Cs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs.

13.5 Even if we delay in enforcing these T&Cs and/or our rights, we can still enforce these T&Cs and/or our rights later. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breaking of any term of these T&Cs, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 These T&Cs are governed by English law and you can bring proceedings in respect of the Service or these T&Cs in the English courts. In addition you may have the legal right to

bring proceedings in your local jurisdiction and if this is the case then you may bring proceedings there. For instance if you live in Scotland you can bring legal proceedings in respect of the Service in either the Scottish or the English courts.

14. Complaints and Alternative Dispute Resolution

14.1 Should you have any queries or complaints, please get in touch via the contact information set out above.

14.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

15. Company and Contact Information

In these T&Cs, '**we**', '**us**' and '**our**' refers to:

Those Beyond Studios Limited with the registered office at 12 Queen Street, Bath, Somerset, BA1 1H, United Kingdom. We are a company registered in England, with company number 13557508.

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