

TERMS OF USE OF MANU VGM PRODUCT

These Terms of Use (the “**Terms**”) apply to and govern your use of the software product MANU Video Game Maker and support services provided through our website www.manu.co (the “**Product**” or “**Services**”). The Product is owned and operated by Sziv-Ingatlan Kft. (“**Manu VGM**”).

By using the Product, you affirm that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you may not use the Product.

Free, Trial and Beta Services

Manu VGM offers a temporary free, trial and beta Services in connection with Product at no charge. Notwithstanding anything to the contrary herein: (a) any free, trial or beta services are provided “AS IS” with no warranties of any kind; and (b) Manu VGM may discontinue any free, trial or beta Services or your ability to use the Product at any time, with or without notice and without any further obligations to you. Manu VGM will have no liability for any harm or damages suffered by you or any third party in connection with any free, trial or beta Services.

Ownership of Product and Content; Copyright

The Product and content on the Product including, without limitation, software, scripts, graphics, sounds, music, interactive features videos, clips, photos, text, and the like (collectively, the “**Content**”), as well as certain other of the names, logos and materials displayed on or through the Product are owned by Manu VGM, its affiliates, or its licensors.

You agree all title, including but not limited to copyrights, in and to the Product remain owned by Many VGM. All title and intellectual property rights in and to the Content which may be accessed through use of Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Terms grants you no rights to use such content except as set forth in this Terms. All rights not expressly granted are reserved by the Many VGM.

Use of the Product; Restrictions on Use

Except as authorized by these Terms, you agree not to copy, sell, resell, modify, translate, decompile, disassemble, reverse engineer or exploit for any purposes the Product or the Content.

You must abide by all copyright notices, trademark notices, information, and restrictions contained in or associated with any Content.

You must not remove, alter, interfere with, or circumvent any copyright, trademarks or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content.

You agree not to use the Product to:

- violate any local, state, national or international law or regulation; or
- knowingly create or transmit any material that contains adware, malware, spyware, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You agree not to:

- sell, copy provide to others, loan to others, transfer to others, or license to others the Product, or aid anyone directly or indirectly to do the foregoing;
- defeat or interfere with any security feature of the Product, or attempt to do so;
- interfere with or disrupt the Product or servers or networks connected to the Product, or disobey any requirements, procedures, policies or regulations of networks connected to the Product; or
- alter or modify any content or component of the Product, other than User Content (as defined below).

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Product, or with any other person's use of the Product.

You may not use the Product or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Manu VGM or others.

User Content

The Services enables users, among other things, design, build, and launch games ("**User Content**").

You represent and warrant that you have acquired all necessary permissions and rights in your User Content, and your User Content do not infringe the copyright, trademark, patent or other intellectual property rights, privacy rights, publicity rights or any other legal or moral rights of any third party.

Privacy

Manu VGM' Privacy Policy applies to use of the Product, and its terms are made a part of these Terms by this reference. To view Manu VGM' Privacy Policy, click [here](#). By using the Product, you are indicating that you've read the Privacy Policy and agree to its terms.

Disclaimers

Manu VGM does not promise, warrants or represents that the Product, service or feature of the Product will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Product will provide specific results. The Product is delivered on an “as-is” and “as-available” basis. Manu VGM disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. Manu VGM disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Product. You assume total responsibility for your use of the Product. Your sole remedy against Manu VGM for dissatisfaction with the Product is to stop using the Product or any such content.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Manu VGM reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Product, or any part of the product, for any reason; (2) to modify or change the Product, or any part of the Product, and any applicable policies or terms; and (3) to interrupt access to the Product, or any portion of the Product, as necessary to perform routine or non-routine maintenance, error correction, or other changes. It is your responsibility to check these Terms periodically for changes.

Limitation of liability

To the extent permitted under applicable law, in no event will Manu VGM, its affiliates, or its or their officers, employees, directors, shareholders, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the Product.

Indemnity

You agree to indemnify, defend and hold harmless Manu VGM, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, from and against any claims, demands, losses, liability, or expenses (including reasonable attorneys' fees and costs), that they may incur as a result of or arising out of, or in connection with (a) your use of the Product, (b) your User Content, (c) your violation of these Terms, (d) the violation of any rights of any other person or

entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity.

International Use

We do not represent or warrant that the Product, or any part of it, is appropriate to be used in terms of legal requirements, or does not violate any applicable laws, or available for use in any particular jurisdiction. You access the Product on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the availability of Product, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

Tax Responsibility

All payments to be made hereunder or any prices and fees as provided herein, including compensation amounts, incentive fees and prizes, do not include any local, state, or federal sales, goods and service, use tax, excise, income tax, value-added tax or other similar taxes or duties, including, without limitation, any withholding tax, and any such taxes, to the extent legally applicable in any country or region, shall be borne and paid by you.

Minors; Ability to Accept Terms of Use

You affirm that you are the applicable age of majority in your jurisdiction of residence or older, or that you have obtained the consent of your parent or legal guardian to use the Product. If you are a parent or guardian agreeing to the terms for the benefit of a child, then you agree to and accept full responsibility and legal liability for that child's use of the Product.

Termination of Use

You agree that Manu VGM may, in its sole discretion and without prior notice, terminate your access to the Product and/or block your future access to the Product if we determine that you have violated the Terms or other agreements or guidelines which may be associated with your use of the Product.

You agree that Manu VGM may, in its sole discretion and without prior notice, terminate your access to the Product, for cause, which includes (but is not limited to) (1) requests by law enforcement or other authorized government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Product, or (4) unexpected technical issues or problems.

Modifications to Product

Manu VGM reserves the right to modify or discontinue the Product with or without notice to you. Manu VGM shall not be liable to you or any third party should Manu VGM exercise its right to modify or discontinue the Product.

Governing Law; Dispute Resolution

These Terms will be governed by and interpreted in accordance with the internal laws of the State of New York, the USA, without regard to conflicts of laws principles. The U.N. Convention on the International Sale of Goods will not apply.

In the event of any dispute between you and us regarding these Terms, you and Manu VGM agree to first send the other party a notice of dispute, which is a written statement setting forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. We will send any notice of dispute to you at the contact information we have for you. You and Manu VGM will attempt to resolve any dispute through informal negotiation within 30 days from the date that the notice of dispute is sent. If the Parties are unable to resolve the dispute through good faith negotiations over such thirty (30) day period under this informal process, either Party may pursue resolution of the dispute in accordance with the arbitration agreement below.

All disputes arising out of or related to these Terms or any aspect of the relationship between you and Manu VGM, that are not resolved through good faith negotiations set out above will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury, and Manu VGM and you each hereby waive the right to trial by a jury. You agree that any arbitration under these Terms is agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the International Center for Dispute Resolutions of American Arbitration Association under the International Arbitration Rules. The number of arbitrators shall be one. The language of arbitration shall be the English language.

Any arbitration hearing will be held in a place selected solely by Manu VGM. The arbitrator's decision will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Miscellaneous

If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies

the intent of these Terms, so that these Terms shall remain in full force and effect. These Terms constitute the entire agreement between you and Manu VGM with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Manu VGM with respect to such use are hereby superseded and cancelled. Manu VGM will not accept any counter-offers to these Terms, and all such offers are hereby categorically rejected. Manu VGM's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by Manu VGM of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Manu VGM and you or any other party be deemed to modify any provision of these Terms. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

Changes to the Terms

We may, in our sole discretion, make changes to these Terms from time to time. Any changes we make will become effective when we post a modified version of these Terms to www.manu.co, as may be updated by Manu VGM from time to time, and we agree the changes will not be retroactive. If you continue using the Product after any changes made to the Terms, it means you have accepted them. If you do not agree to any changes, you must stop using the Product. It is your obligation to ensure that you read, understand and agree to the latest version of the Terms.

Contact Us. If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at Sziv-Ingatlan Kft., [].