

End User Licence Agreement (EULA)

ActualGuns 3D © PixelPoly Digital Pvt. Ltd.

1. Introduction

This End User Licence Agreement (the "Agreement") is made between you (the "Licensee") and PixelPoly Digital Pvt. Ltd. (the "Licensor"). The Agreement is made effective as of the date the Licensee downloads, installs or otherwise acquires "ActualGuns 3D" (the "Software"). The Licensor remains the sole owner of the Software as the copyright holder. This Agreement governs your use of the Software and sets forth the terms and conditions under which you may use it.

2. Grant

The Licensor grants to the Licensee a revocable, non-exclusive licence to download, install, and use the Software for its intended purposes in accordance with the terms specified in section 3. "Intended purposes" in this agreement refers to the non-commercial use of the Software to enhance the gameplay experience within the video game for which this software was designed.

3. Licence Terms

3.1. Permissions: The Licensee may only use the Software in accordance with this Agreement. This is limited to:

- Downloading and installing the Software.
- Using the Software for its intended purposes, as specified in section 2.
- Decompiling or reverse-engineering the Software solely for educational purposes.

3.2. Prohibitions: The Licensee is prohibited from that which is not expressly permitted in section 3.1. This includes, but is in no way limited to, redistributing the Software, directly or indirectly, including any modified versions or derivative works thereof, for either commercial or non-commercial purposes. Redistribution includes but is not limited to:

- Selling copies of the Software.
- Giving away copies of the Software.
- Making available the Software on a network or server accessible by entities other than the Licensee.
- Producing, providing, enabling, or facilitating a means for others to download or install the Software.

3.3. Contact for Permission: If the Licensee wishes to obtain written permission from Licensor to do that which is not expressly permitted in this Agreement (such as redistribute the Software, or modified versions thereof), they may contact the Licensor using the appropriate contact method, as specified in section 9. The Licensor reserves the right to grant or deny such requests in its sole discretion. Anything not expressly permitted in writing by the Licensor remains prohibited in accordance with the Agreement.

4. Severability

If any provision of the Agreement is found by a court of the governing jurisdiction (as specified in section 6) to be invalid, unenforceable, or ineffective, this shall not affect the validity, enforceability, or effectiveness of the remaining provisions.

5. Translation

The Agreement has been written in English. Translations of the Agreement are to be used for informational purposes only. In the event of any discrepancy, omission or error in translations of the Agreement, the English version as written by the Licensor shall prevail.

6. Governing Law and Jurisdiction

The Agreement is governed by and construed in accordance with the laws of the Commonwealth of Australia, without regard to conflict of law principles.

7. Entire Agreement

The Agreement constitutes the entire agreement between Licensor and the Licensee regarding the use of the Software, superseding all prior agreements or understandings, whether written or oral.

8. Warranty Disclaimer and Liability

THE SOFTWARE IS PROVIDED AS-IS, WITHOUT WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AND THE LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY USING THE SOFTWARE, THE LICENSEE ACKNOWLEDGES AND AGREES THE LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR CONSEQUENCES THAT ARISE FROM USE OF THE SOFTWARE.

9. Contact Information

For any inquiries regarding this Agreement, or to request a different licencing agreement, please contact the Licensor at:

licencing@pixelpoly.co

For any inquiries regarding the Software, please contact the Licensor at:

contact@pixelpoly.co

By downloading, installing, or otherwise acquiring or using the Software, you agree to be bound by the terms of this End User Licence Agreement, effective as of the date of acquisition or use.