

## TERMS OF USE

This page (together with our *Privacy Policy* and *Acceptable Use Policy*) sets out the legal terms and conditions (“**Terms**”) on which Rock Nano Global Pte. Ltd. and its subsidiaries (“**we**”, “**us**”, “**our**”), sell software products, digital keys including “CD-Key” or “Product Key”, digital content, including additional or enhanced functionality, content subscriptions, virtual currency and in-game content (“**Products**”) listed on our website (“**our site**”) offered by us, to you.

These Terms will apply to any contract between us for the sale of Products to you (“**Contract**”). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should save a copy of these Terms to your computer for future reference.

We may amend these Terms from time to time at our sole discretion. Each time you order Products from our site, please check these Terms to ensure you understand the terms which will apply at that time. By continuing to use our site subsequent to us making available an amended version of these Terms, you thereby acknowledge, agree and consent to such amendment(s). If you do not agree to any changes to the Terms, do not continue to use our site.

These Terms, and any Contract between us, are only in the English language.

### 1. INFORMATION ABOUT US

- 1.1 We operate the website <http://www.deckcasters.com/>. We are Rock Nano Global Pte. Ltd., a company registered in Singapore (UEN No.: 201330650Z) and with our registered office at 71 Ayer Rajah Crescent #01-10/11 Singapore 139951.
- 1.2 Contacting us:
  - (a) If you wish to contact us for any reason, you can contact us by e-mailing us at [support@rocknanoglobal.com](mailto:support@rocknanoglobal.com).
  - (b) If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your order.

### 2. ACCOUNT TERMS

- 2.1 You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use our site.
- 2.2 To access and use our site, you must register for your details for an Account by providing your full legal name, phone number, a valid email address, and any other information indicated as required. We may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
- 2.3 You acknowledge that we will use the email address you provide as the primary method for communication.
- 2.4 You are responsible for keeping your password secure. We cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
- 2.5 A breach or violation of any term in the Terms, as determined in our sole discretion will result in an immediate termination of your Account.

## **TERMS OF USE**

### **3. CONDITIONS OF USE OF OUR SITE**

You must read, agree with and accept all of the terms and conditions contained in these Terms, including the “Acceptable Use Policy” and the “Privacy Policy” before you may use our site.

- 3.1 You may not use our site for any illegal or unauthorized purpose nor may you, in the use of our site, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your jurisdiction, or the laws of Singapore. You will comply with all applicable laws, rules and regulations in your use of our site.
- 3.2 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our site, use of our site, or access to our site without our express written permission.
- 3.3 You acknowledge and agree that your use of our site, including information transmitted to or stored by us, is governed by its privacy policy at <https://www.deckcasters.com/privacy.html>.
- 3.4 The Terms may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms and our Terms available in another language, the most current English version of the Terms will prevail.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy*, as it includes important terms which apply to you.

### **5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 5.1 Our site pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 5.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 5.3*.
- 5.3 We will confirm our acceptance to you by sending you an e-mail with the Product, or a link where you can download the Product. The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 5.4 If we are unable to supply you with a Product because that Product is not in stock or no longer available, we will inform you of this by e-mail and will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

### **6. OUR RIGHT TO VARY THESE TERMS**

- 6.1 We amend these Terms from time to time.
- 6.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 6.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

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### 7. PRICE OF PRODUCTS

- 7.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.
- 7.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 7.3 The price of a Product includes goods and service tax (“**GST**”) (where applicable) at the prevailing rates chargeable in Singapore. However, if the rate of GST changes between the date of your order and the date of delivery, we will adjust the GST you pay, unless you have already paid for the Products in full before the change in GST takes effect.

### 8. HOW TO PAY

- 8.1 You can only pay for Products through MOLPay.
- 8.2 You acknowledge that MOLPay will be your default payment gateway and that it is your sole responsibility to activate and maintain the account. If you do not keep your MOLPay account active, it is your responsibility to deactivate the account.
- 8.3 You also agree to be bound by the additional terms of service applicable to MOLPay, which can be found at <http://www.mol.com/Home/Legal>.
- 8.4 Any use by you of MOLPay is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable before using it.
- 8.5 We do not provide any warranties with respect to MOLPay. You acknowledge that we have no control over MOLPay, and shall not be responsible or liable to anyone for their use of MOLPay. The availability of MOLPay, or the integration or enabling of MOLPay with our site does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by us. We do not guarantee the availability of MOLPay and you acknowledge that we may disable access to MOLPay at any time in our sole discretion and without notice to you. We are not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of MOLPay.
- 8.6 Under no circumstances shall we be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages that result from your use of MOLPay. These limitations shall apply even if we have been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.
- 8.7 You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable legal fees, arising out of your use of MOLPay.

### 9. LIMITATION OF LIABILITY

- 9.1 To the extent allowed by prevailing laws, we shall not be responsible or liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use our site.
- 9.2 In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable legal fees, made by any third party due to or

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arising out of your breach of these Terms or the documents it incorporates by reference (including the Acceptable Use Policy), or your violation of any law or the rights of a third party.

- 9.3 Your use of our site is at your sole risk. Our site is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
- 9.4 We do not warrant that our site will be uninterrupted, timely, secure, or error-free.
- 9.5 We do not warrant that the results that may be obtained from the use of our site will be accurate or reliable.
- 9.6 We do not warrant that the quality of any Product purchased by you through our site will meet your expectations, or that any errors in the Product will be corrected.

## 10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 10.2*.
- 10.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 10.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## 11. OTHER IMPORTANT TERMS

- 11.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 11.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs shall remain in full force and effect.
- 11.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.5 The Terms of Service shall be governed by the laws of Singapore. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore with respect to any dispute or claim arising out of or in connection with these Terms.

## PRIVACY POLICY

**ROCK NANO GLOBAL PTE. LTD.** (“**We**”) are committed to protecting and respecting your privacy.

- a. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data (the “**Data**”) we collect from you, or that you upload, will be processed by us. Please read the following carefully to understand our views and practices regarding your Data and how we will treat it.
- b. For the purpose of the Personal Data Protection Act 2012 (“**PDPA**”), our Data Protection Officers may be reached at support@rocknanoglobal.com.

## INFORMATION WE MAY COLLECT

- c. We may collect and process the following data:
  - (i) Information provided at the time of signing up for an account to use our site (“**our site**”). We may also ask you for information when you report a problem with our site. This information includes but is not limited to name, address, contact details (phone numbers, email address or other contact details), age, gender, Identification Number, financial information such as the details of your account(s).
  - (ii) If you contact us, we may keep a record of that correspondence.
  - (iii) We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
  - (iv) Details of transactions you carry out through our site.
  - (v) Details of your visits to our site and the resources that you access.

## IP ADDRESSES

- d. We may collect information, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our affiliates and advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

## COOKIES

- e. Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site.

## WHERE WE STORE YOUR DATA

- f. The Data that we collect from you may be transferred to, and stored at, a destination outside Singapore. It may also be processed by staff operating outside Singapore who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting the Data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely and in accordance with this privacy policy.
- g. All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.

## **PRIVACY POLICY**

- h. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Data, we cannot guarantee the security of your Data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **USES MADE OF THE INFORMATION**

- i. We collect, use and/or information held for the following purposes:
- (i) to process application for the provision of our services or services offered by our business partners and/or services which you had subscribed for;
  - (ii) to notify you about important changes/developments to the products and/or services features;
  - (iii) to communicate with you including responding to your queries and/or complaints to resolving disputes;
  - (iv) to comply with regulatory requirements and provide assistance to law enforcement agencies;
  - (v) to research and develop products and/or services including improving and developing our services and quality assurance to you;
  - (vi) to administer and manage products and/or services to you including enforcement of our rights and obligations;
  - (vii) to prevent, detect or prosecute cases of fraud/criminal in nature;
  - (viii) for the purposes of marketing, and promotions by us, our agents and third parties; and
  - (ix) other related purposes.
- j. You may inform us at any time if you do not wish to receive marketing materials from us.

## **DISCLOSURE OF YOUR INFORMATION**

- k. We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in the Companies Act (Cap 50).
- l. We may disclose your personal information to third parties:
- (i) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
  - (ii) If Rock Nano Global Pte. Ltd. or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers may be one of the transferred assets.
  - (iii) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use.

## **PRIVACY POLICY**

### **YOUR RIGHTS**

- m. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Data to these websites.

### **ACCESS TO INFORMATION**

- n. The PDPA gives you the right to access information held about you. Your right of access can be exercised in accordance with the PDPA. Any access request may be subject to a fee of S\$10.00 to meet our costs in providing you with details of the information we hold about you.

### **CHANGES TO OUR PRIVACY POLICY**

- o. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email.

### **CONTACT**

- p. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [support@rocknanoglobal.com](mailto:support@rocknanoglobal.com).

## ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our site ("**our site**"). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of use.

The site is operated by Rock Nano Global Pte. Ltd. ("**we**" or "**us**").

## PROHIBITED USES

- a. You may use our site only for lawful purposes. You may not use our site:
  - (i) In any way that breaches any applicable local or international laws or regulations.
  - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - (iii) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time.
  - (iv) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
  
- b. You also agree:
  - (i) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of use.
  - (ii) Not to access without authority, interfere with, damage or disrupt:
    - a. any part of our site;
    - b. any equipment or network on which our site is stored; or
    - c. any equipment or network or software owned or used by any third party.

## SUSPENSION AND TERMINATION

- c. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
  
- d. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
  - (i) Immediate, temporary or permanent withdrawal of your right to use our site.
  - (ii) Immediate, temporary or permanent suspension of your account to our site.
  - (iii) Issue of a warning to you.
  - (iv) Further legal action against you.

## **ACCEPTABLE USE POLICY**

- (v) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
  - (vi) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **CHANGES TO THE ACCEPTABLE USE POLICY**

- f. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.