End-User License Agreement

Your License to Explore the Cosmos

Last Updated: November, 24, 2024

This End-User License Agreement (“EULA”) is a binding legal agreement between you (“User,” “Player,” or “You”) and Cosmo Crafter (“Company,” “We,” “Us,” or “Our”). This agreement governs your use of the Cosmo Crafter game, related services, and all associated content (“Software”).

By installing, accessing, or using the Software, you acknowledge that you have read, understood, and agreed to the terms of this EULA. If you do not agree, do not install or use the Software.

- 1. Grant of License
- 2. User Obligations
- 3. Software Updates and Modifications
- 4. Intellectual Property Rights
- 5. Termination
- 6. Disclaimers and Limitations of Liability
- 7. Dispute Resolution
- 8. Amendments
- 9. Contact Information

1. Grant of License

1.1 Limited License

- We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Software for personal, non-commercial purposes in accordance with this EULA.

1.2 Ownership

- This license does not transfer ownership of the Software to you. All intellectual property rights, including copyrights, trademarks, and patents, remain the sole property of the Company or its licensors.

1.3 Restrictions

- You may not:
  - Modify, copy, distribute, or create derivative works of the Software.
  - Reverse-engineer, decompile, disassemble, or attempt to extract the source code.
  - Use the Software for commercial purposes or unauthorized activities.
  - Share, sell, rent, or sublicense the Software to others.

2. User Obligations

2.1 Compliance with Laws

- You agree to use the Software only in compliance with applicable laws, regulations, and this EULA.

2.2 Age Requirements

- You represent that you meet the minimum age requirements to use the Software in your jurisdiction. If you are under the age of 18, you confirm that you have parental or guardian consent.

2.3 Account Security

- You are responsible for maintaining the confidentiality of your account credentials and for all activities associated with your account.

2.4 Prohibited Conduct

- You agree not to:
  - Exploit bugs, cheats, or vulnerabilities in the Software.
  - Harass, threaten, or harm other users.
  - Use bots, scripts, or automated tools to interact with the Software.

3. Software Updates and Modifications

3.1 Automatic Updates

- The Company may deploy updates, patches, or modifications to the Software without prior notice to improve performance, fix bugs, or enhance features.

3.2 Modification Rights

- We reserve the right to modify, discontinue, or remove features of the Software at our sole discretion.

3.3 Impact of Updates

- Updates may affect your access to certain features or gameplay progress. We are not liable for any loss or inconvenience caused by these changes.

4. Intellectual Property Rights

4.1 Ownership

- All content within the Software, including graphics, sounds, animations, and game mechanics, is the intellectual property of the Company.

4.2 User-Generated Content

- By creating or uploading content to the Software (e.g., player profiles, community posts), you grant the Company a worldwide, perpetual, royalty-free license to use, modify, and distribute your content in connection with the Software.

4.3 Third-Party Content

- The Software may include content licensed from third parties. These third parties retain all rights to their respective content.

5. Termination

5.1 Voluntary Termination

- You may terminate this agreement at any time by deleting the Software and discontinuing use.

5.2 Company-Initiated Termination

- The Company may terminate this agreement if you violate its terms. Termination may result in loss of access to the Software, including in-game progress, virtual items, and currency.

5.3 Survival of Terms

- Provisions related to intellectual property, limitations of liability, and dispute resolution will survive the termination of this EULA.

6. Disclaimers and Limitations of Liability

6.1 No Warranties

- The Software is provided “as is” without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

6.2 Limitation of Liability

- The Company is not liable for indirect, incidental, or consequential damages arising from the use or inability to use the Software.

6.3 User Responsibility

- You assume all responsibility for your use of the Software, including any data loss, system failures, or unintended consequences.

7. Dispute Resolution

7.1 Arbitration

- Disputes arising under this EULA will be resolved through binding arbitration, except where prohibited by law.

7.2 Governing Law

- This agreement is governed by the laws of **The Netherlands**, without regard to conflict of laws principles.

7.3 Class Action Waiver

- You agree to resolve disputes on an individual basis and waive the right to participate in any class action lawsuit or arbitration.

8. Amendments

8.1 Right to Amend

- The Company reserves the right to amend this EULA at any time. Material changes will be communicated to you through the Software or via email.

8.2 Acceptance of Changes

- Continued use of the Software after changes to the EULA constitutes acceptance of the updated terms.

9. Contact Information

For questions or concerns about this EULA, contact us at:

- **Email**: joao[at]cosmocrafter.net