Pax Historia, Co. Terms of Service

Last updated: August 13, 2025

These Terms of Service ("Terms") govern your access to and use of the websites, games, applications, and other services provided by Pax Historia, Co. ("Pax Historia," "we," "us," or "our"). By using the Services, you agree to these Terms. If you do not agree, do not use the Services.

By using the Services, you also agree to our Privacy Policy

1) Eligibility

You must be at least 13 years old (or the minimum age of digital consent in your jurisdiction) to use the Services. If you are under 18, you may only use the Services with the involvement of a parent or legal guardian.

2) Account Registration

You may need to create an account to use certain features. You agree to provide accurate information and to keep it up to date. You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. Notify us immediately of any unauthorized use.

3) User Content

3.1 Definition

"User Content" means any text, images, sounds, videos, maps, prompts, gameplay content, or other materials you submit, upload, post, or otherwise make available through the Services.

3.2 License to Company

By submitting User Content, you grant Pax Historia a worldwide, non-exclusive, transferable, sublicensable, royalty-free, perpetual, and irrevocable license to use, host, store, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, publicly display, and otherwise exploit such User Content for any purpose, including commercial purposes, in connection with operating, marketing, and improving the Services. To the extent permitted by law, you waive any moral rights or rights of attribution with respect to your User Content.

3.3 Responsibility and Moderation

You are solely responsible for your User Content and the consequences of sharing it. You represent and warrant that you have all rights necessary to grant the license in Section 3.2 and that your User Content does not violate law or the rights of others. We may remove or restrict access to User Content that we believe violates these Terms or law.

4) Company Intellectual Property

4.1 Ownership

The Services and all related content (excluding User Content) are owned by Pax Historia or its licensors and are protected by copyright, trademark, and other laws. Except as expressly permitted, you may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works of the Services or any part thereof.

4.2 Feedback

If you provide feedback or suggestions about the Services ("Feedback"), you assign to Pax Historia all rights in such Feedback and agree we may use it without restriction or compensation.

5) Prohibited Conduct

You agree not to, directly or indirectly:

- use the Services for any illegal purpose;
- circumvent or attempt to circumvent access controls or security;
- interfere with the proper functioning of the Services, including by uploading or distributing malware;
- access, monitor, copy, extract, scrape, data-mine, or harvest data from the Services (manually or by automated means such as bots, spiders, or scrapers) except as expressly permitted in writing;
- reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying data or assets of the Services;
- bypass or attempt to bypass rate limits or technical measures that protect the Services;
- harass, abuse, defame, or harm another person or group;
- post or transmit content that is obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm;
- collect personal data about others without consent; or
- engage in conduct that could damage, disable, overburden, or impair the operation of the Services.

6) Indemnification

You agree to indemnify, defend, and hold harmless Pax Historia and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees)

arising out of or related to: (a) your use of the Services; (b) your User Content; or (c) your violation of these Terms or applicable law.

7) DMCA Policy

7.1 Notification of Infringement

If you believe your work has been used in a way that constitutes copyright infringement, send a written notice to our designated agent that includes:

- 1. your physical or electronic signature;
- 2. identification of the copyrighted work claimed to have been infringed (or a representative list);
- 3. identification of the material claimed to be infringing, with information reasonably sufficient to permit us to locate it;
- 4. your contact information (address, telephone number, and email);
- 5. a statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and
- 6. a statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner.

DMCA Agent Contact:

Pax Historia, Co.

74 E Glenwood Ave, Unit #5766

Smyrna, DE 19977

Telephone: 302-401-1280 Email: <u>team@paxhistoria.co</u>

DMCA Registration Number: DMCA-1064356

7.2 Counter-Notice

If you believe your material was removed or disabled by mistake or misidentification, you may send a counter-notice to the agent above that includes:

- 1. your physical or electronic signature;
- 2. identification of the material removed or to which access has been disabled and the location where it appeared before removal;
- 3. a statement, under penalty of perjury, that you have a good-faith belief the material was removed due to mistake or misidentification; and
- 4. your name, address, telephone number, and a statement that you consent to the jurisdiction of the federal district court for your address (or the District of Delaware if outside the U.S.) and will accept service of process from the original complainant.

Unless the complainant files an action seeking a court order against you, we may restore the removed content within 10–14 business days after receiving a valid counter-notice.

8) Termination

We may suspend or terminate your access to the Services at any time, with or without notice, if we believe you have violated these Terms or for any other reason. Upon termination, the rights granted to you under these Terms will cease immediately.

9) Disclaimer of Warranties

The Services are provided "as is" and "as available," without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or free of harmful components. Some jurisdictions do not allow exclusions of implied warranties, so some exclusions may not apply to you.

10) Limitation of Liability

To the fullest extent permitted by law, Pax Historia will not be liable for any indirect, incidental, special, consequential, or punitive damages, or loss of profits or revenues, arising out of or related to these Terms or your use of the Services.

In no event will our total liability to you exceed the greater of (a) the amount you paid us in the six (6) months preceding the event giving rise to liability, or (b) fifty U.S. dollars (\$50). Some jurisdictions do not allow certain limitations, so some limitations may not apply to you.

11) Governing Law and Dispute Resolution

11.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

11.2 Arbitration and Class Action Waiver

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will be conducted in Delaware, unless the parties agree otherwise.

You and Pax Historia agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless you and Pax Historia agree otherwise, the arbitrator may not consolidate more than one person's claims.

You and Pax Historia waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or jury. Either party may bring an individual action in small claims court for qualifying disputes.

12) Privacy Policy

Please review our Privacy Policy for information about how we collect, use, and disclose information: http://paxhistoria.co/legal/privacy-policy.pdf

13) General Provisions

- **Entire Agreement.** These Terms constitute the entire agreement between you and Pax Historia regarding the Services.
- **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.
- **Assignment.** You may not assign these Terms without our prior written consent; we may assign these Terms without restriction.
- **No Waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.
- Force Majeure. We are not liable for any failure or delay in performance due to causes beyond our reasonable control.

14) Contact

Pax Historia, Co. 74 E Glenwood Ave, Unit #5766 Smyrna, DE 19977

Telephone: 302-401-1280 Email: <u>team@paxhistoria.co</u>