

STAI Terms of Service 20250627

Survivethe.ai Terms of Service

Effective Date: June 6th, 2025

These Terms of Service (the “Terms”) are a legally binding agreement between you (“you” or “User”) and

EchoVerse LLC, a U.S. company ("EchoVerse," "we," "us," or "our"). These Terms govern your access to and use of our game, **Survivethe.ai** (the “Game”), and any related websites, content, and services (collectively, the “Services”).

BY ACCESSING THE SERVICES, CREATING AN ACCOUNT, OR MAKING A PURCHASE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THE SERVICES.

For users on the Steam platform, you agree that you are also bound by the Steam Subscriber Agreement. In the event of a conflict between these Terms and the Steam Subscriber Agreement, the terms of the Steam Subscriber Agreement shall prevail regarding your use of the Steam platform.

1. Your Account

a. Eligibility: To create an Account and use the Services, you must be at least 13 years old. If you are between the ages of 13 and 18 (or the age of legal majority where you live), you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms on your behalf. They are responsible for all of your activities on the Services.

b. Account Security: You are responsible for creating a strong password and maintaining the confidentiality of your Account login credentials. You are solely responsible for all activities that occur through your Account, whether or not authorized by you. You must notify us immediately of any unauthorized use or security breach of your Account.

2. Limited License to Use the Services

a. License Grant: The Services are licensed to you, not sold. We grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the

Services for your own non-commercial entertainment purposes, subject to your full compliance with these Terms.

b. Prohibited Uses: You agree not to: i. Use the Services for any commercial purpose without our express written consent. ii. Copy, modify, adapt, reverse engineer, decompile, or create derivative works of the Services. iii. Use cheats, exploits, bots, hacks, mods, or any unauthorized third-party software to interfere with or modify the Services or any Game experience. iv. Engage in any harassing, abusive, threatening, defamatory, obscene, or otherwise objectionable or disruptive behavior. This includes any form of hate speech. v. Use the Services to violate any applicable law or regulation. vi. Rent, lease, sell, trade, or otherwise transfer your Account or any Virtual Items associated with it to anyone.

3. Virtual Items

The Services may include an opportunity to acquire virtual, in-game currency, items, or other content (collectively, "Virtual Items").

a. No Real-World Value: Virtual Items are licensed digital content. They have no monetary value and cannot be redeemed for real money or any other item of value outside of the Services.

b. Not Your Property: You acknowledge that you do not own your Account or any Virtual Items you acquire. You have a limited license to use them within the Game. We have the absolute right to manage, regulate, control, modify, and/or eliminate Virtual Items at our sole discretion, and we shall have no liability to you or anyone for the exercise of such rights.

c. All Sales Final: All purchases of Virtual Items are final and non-refundable, except as required by applicable law.

4. Intellectual Property

All rights, title, and interest in and to the Services (including the Game, characters, art, music, software, and all other content) are and will remain the exclusive property of EchoVerse LLC and its licensors. The Services are protected by copyright, trademark, and other laws of the United States and foreign countries.

5. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, ECHOVERSE LLC DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ECHOVERSE LLC, ITS AFFILIATES, OFFICERS, EMPLOYEES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF THE SERVICES.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) OR THE TOTAL AMOUNT YOU HAVE PAID TO US IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

7. Dispute Resolution and Governing Law

a. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles.

b. Mandatory Arbitration: If you have an issue with the Services, you must first contact our support team at contact@echoverse.com to try and resolve it. If we cannot resolve it informally, you and EchoVerse LLC agree to resolve any claim or dispute arising from these Terms or the Services exclusively through final and binding arbitration. The arbitration will be conducted by a single arbitrator from the American Arbitration Association ("AAA") under its Consumer Arbitration Rules.

c. CLASS ACTION WAIVER: YOU AND ECHOVERSE LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

8. Termination

We may terminate or suspend your Account and your access to the Services, in our sole discretion, at any time and without notice to you, for any reason, including if you violate these Terms. Upon termination, your license to use the Services, including any Virtual Items, will immediately cease.

9. General Provisions

a. Updates to Terms: We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms within the Game or through other communications. Your continued use of the Services after such notice constitutes your acceptance of the revised Terms.

b. Contact: For any questions about these Terms, please contact us at:
contact@echoverse.com.