

Warp 36 Terms of Service

Important Notice: For U.S. and Canadian players, these Terms of Service require final and binding arbitration to resolve certain disputes or claims arising out of or relating to these Terms of Service or your access to or use of the Services. You also agree that covered claims will be resolved only on an individual basis and not in a class, consolidated, or representative action, arbitration, or similar proceeding, except as expressly provided in Section 16. Please review Section 16 carefully.

Please review these Terms of Service and our Privacy Policy carefully before using our Services. By registering for an Account or otherwise accessing or using the Services, you agree to be bound by these Terms of Service, including any updates or revisions posted or otherwise communicated to you.

If you do not agree to these Terms, you may not access or use the Services.

Our Privacy Policy describes how we collect, store, use, disclose, and otherwise process your personal information when providing our Services, and your rights and choices concerning your information. By using our Services, you acknowledge that our Privacy Policy applies.

"Warp 36," "we," "our," or "us" means Warp 36, Inc. and includes, where appropriate, our agents, consultants, employees, officers, and directors.

1. Definitions

- **"Account"** means an account you create or use to access the Services.
- **"Community Rules"** means the rules of conduct governing your interaction with our Services and other players, including the rules described in Section 4(c).
- **"Feature Terms"** means additional rules or terms relating to particular Services, features, games, platforms, applications, forums, contests, subscriptions, promotions, or other offerings that we identify as forming part of these Terms.
- **"Offers"** means special programs, rewards, promotions, gifts, bonuses, or similar offerings that Warp 36 may make available from time to time.
- **"Platform"** means a third-party platform through which you download, access, purchase, or use the Services, including the Apple App Store, Google Play, and Steam.
- **"Services"** means games, applications, products, services, content, websites, and related features operated or provided by Warp 36.
- **"Terms"** means these Terms of Service.
- **"User Content"** means data, communications, text, images, audio, video, artwork, profile information, or other content that you upload, transmit, create, submit, or otherwise make available through the Services.

- **"Virtual Items"** means virtual currency, including virtual coins, cash, tokens, points, or similar units, and virtual in-game goods, items, content, or entitlements.
- **"Warp 36 Affiliates"** means Warp 36 and any entity that directly or indirectly controls, is controlled by, or is under common control with Warp 36.

2. Changes to These Terms

We may change, modify, add to, or remove portions of these Terms or any Feature Terms from time to time. We may do so by posting the revised Terms within the Services, on a Warp 36 website, or through another reasonable method.

We may provide additional notice of material changes, including by email, in-game messaging, or Platform notification where appropriate.

Unless otherwise stated, changes become effective when posted. If you continue to use the Services after revised Terms become effective, you agree that the revised Terms apply to your continued use of the Services, except where applicable law requires additional notice or consent.

You may not modify these Terms or any Feature Terms unless you and Warp 36 agree to the modification in writing.

If you have a dispute with Warp 36, the version of the Terms and applicable Feature Terms in effect when Warp 36 receives actual notice of the dispute will apply to that dispute, except where applicable law requires otherwise.

Feature Terms may apply to particular Services, features, or activities. If Feature Terms conflict with these Terms, the Feature Terms will control with respect to the Service, feature, or activity to which they apply. If mandatory Platform terms or applicable law conflict with these Terms, those requirements will control to the extent of the conflict.

3. Account Information and Security

Some Services may require you to create an Account or may use an account provided by a Platform or other third party.

When creating or using an Account, you may be asked to provide information such as your name, username, age or birthdate, email address, password, or other information. We will process personal information in accordance with our Privacy Policy.

You agree to provide accurate, complete, and current information.

You are responsible for maintaining the security of your Account and any login credentials associated with it. You must not share your Account credentials with others or knowingly allow another person to access your Account in violation of these Terms.

We may treat activity performed through your Account as activity performed by you. You are responsible for activity occurring through your Account to the extent permitted by applicable law.

If you become aware of actual or suspected loss, theft, fraud, or unauthorized use of your Account, notify us promptly at **support@warp36.com**.

4. Using Our Services

a. Who Can Use Our Services

You may not use our Services if:

- you cannot enter into a binding contract with Warp 36;
- you are under 13 years of age, unless a particular Service expressly permits younger users and Warp 36 has implemented appropriate safeguards;
- you are prohibited from receiving products, services, or software from the United States under applicable law, including applicable sanctions or export-control restrictions; or
- you have previously been banned from a Warp 36 Service and we have not subsequently restored your access.

If you are under the age at which you may independently consent to these Terms or to the processing of your personal information under applicable law, your parent or legal guardian must provide any consent required by applicable law.

b. Additional Rules and Platform Terms

Certain Services may be subject to Feature Terms.

If you download, purchase, or access a Service through Apple, Google Play, Steam, or another authorized Platform, you must also comply with that Platform's applicable terms and policies.

If these Terms conflict with mandatory terms imposed by a Platform in connection with your use of that Platform, the Platform's applicable terms will control to the extent of that conflict.

c. Community Rules

I. Follow the Law, These Terms, and Platform Rules

You agree that you will not:

- use the Services in violation of any applicable law or regulation;

- use the Services in a way that causes or is intended to cause Warp 36 to violate applicable law;
- encourage or assist others to violate applicable law;
- circumvent, manipulate, or interfere with these Terms, applicable Feature Terms, game rules, game mechanics, security systems, or other Warp 36 policies; or
- use the Services in a manner that Warp 36 reasonably determines conflicts with the intended operation or integrity of the Services.

You must also comply with all applicable terms imposed by the Platform through which you access the Services.

II. Account Creation and Use

Unless we expressly allow otherwise:

1. You must not create an Account using false information or another person's identity.
2. You must not create an Account on behalf of another person without authorization.
3. You must not sell, rent, lease, sublicense, trade, gift, transfer, or otherwise dispose of your Account or Virtual Items outside mechanisms expressly authorized by Warp 36.
4. You must not access an Account or Virtual Items transferred in violation of these Terms.

III. Improper Use of Others' Personal Information

You must not:

1. unlawfully obtain or attempt to obtain login information for another user;
2. collect, misuse, disclose, or disseminate another person's non-public personal information without authorization; or
3. upload or transmit spyware, tracking mechanisms, malicious collection tools, or other technologies intended to collect information from other users without authorization.

IV. Offensive or Infringing Content

You must not post, transmit, upload, or distribute content that:

1. is unlawful, abusive, threatening, defamatory, harassing, or obscene;
2. promotes unlawful violence or unlawful discrimination;
3. infringes another person's intellectual property, privacy, publicity, confidentiality, or other rights;
4. contains viruses, malware, spyware, or malicious code;
5. facilitates abuse, harassment, or harm against another person or group;
6. impersonates another person or falsely represents an affiliation with Warp 36; or
7. otherwise violates applicable Feature Terms or Community Rules.

Warp 36 may establish additional content standards for individual Services.

V. Commercial Activity

Unless expressly authorized by Warp 36, you must not:

1. use the Services for unauthorized commercial activity;
2. spam or send unsolicited commercial communications to other users;
3. offer Accounts or Virtual Items for sale or transfer;
4. solicit payments or contributions through the Services; or
5. provide paid in-game services, such as power-leveling or item-farming services, outside mechanisms authorized by Warp 36.

VI. Unauthorized Use of or Connection to the Services

You must not:

1. create, use, distribute, or sell cheats, exploits, automation software, bots, hacks, mods, or unauthorized software designed to interfere with or modify the Services;
2. knowingly exploit a game error or bug to obtain an unintended advantage;
3. distribute or publicly encourage exploitation of a vulnerability or bug in a manner that harms the Services or other players;
4. carry out or assist a denial-of-service attack, distribution of malware, or other disruption of the Services;
5. engage in fraudulent activity involving payments, advertising systems, rewards, or tracking mechanisms;
6. attempt to gain unauthorized access to another Account, a Warp 36 computer or server, or a network connected to the Services;
7. circumvent or attempt to circumvent security or technological protections;
8. create or maintain an unauthorized connection to the Services;
9. access, intercept, mine, or collect data from the Services using unauthorized software;
10. intercept or examine proprietary communications protocols except where permitted by applicable law;
11. make automated use of the Services in a manner not expressly authorized by Warp 36;
12. impose an unreasonable or disproportionately large load on our systems;
13. scrape, crawl, spider, harvest, or extract data from the Services except as expressly permitted;
14. interfere with the proper operation of the Services;
15. misuse customer support, including by knowingly submitting false reports;
16. reverse engineer, decompile, disassemble, or attempt to derive source code from the Services except where expressly permitted by applicable law or an applicable open-source license;
17. copy, modify, distribute, display, mirror, or frame Warp 36 content except as permitted by Warp 36;
18. use Warp 36 or third-party trademarks, logos, or protected materials without authorization; or
19. encourage or enable another person to do any of the foregoing.

d. Accessing Our Services

To access or use our Services, you may need an account with a Platform, including an Apple, Google, or Steam account.

You may also need to install Platform, operating-system, or game updates from time to time.

You are responsible for providing your own computer, mobile device, Internet connection, and other equipment needed to access the Services, as well as any fees charged by your Internet provider, mobile carrier, or Platform.

e. Service Changes, Enforcement, and Limitations

Our Services may change over time.

We may update, modify, add, remove, suspend, or discontinue features, content, Services, or parts of Services.

We may require you to install updates in order to continue accessing a Service.

Warp 36 may stop offering or supporting a Service, game, feature, or portion of a Service temporarily or permanently. If this occurs, your right to use the affected Service may terminate or be suspended.

Except where applicable law or Platform rules require otherwise, Warp 36 is not obligated to provide refunds, replacement benefits, or other compensation for discontinued Services or Virtual Items.

We may take reasonable action to enforce these Terms, protect our Services or users, comply with law, address fraud or security issues, or operate our business. Such action may include warnings, removal of User Content, restriction of particular features, suspension or termination of an Account, or the reset, adjustment, or removal of Virtual Items or other benefits obtained through cheating, exploitation, fraud, payment abuse, or other violations of these Terms.

If applicable law grants you additional rights regarding material changes to digital services, those rights are not limited by these Terms.

f. Deleting Your Account

You may stop using our Services at any time.

Where a Service provides an Account controlled by Warp 36, you may request deletion of that Account in accordance with our Privacy Policy or by contacting privacy@warp36.com.

Unless applicable law or Platform rules require otherwise, deleting an Account does not entitle you to a refund for previously purchased or unused Virtual Items.

5. Ownership; Limited License

a. Games and Services

The Services are licensed, not sold.

Warp 36 and its licensors retain all right, title, and interest in the Services, including all intellectual property rights in the games, software, artwork, audiovisual content, characters, designs, text, data, features, systems, and other materials comprising the Services.

Subject to your compliance with these Terms and applicable Feature Terms, Warp 36 grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for your own personal, non-commercial entertainment purposes.

All rights not expressly granted are reserved by Warp 36 and its licensors.

If you violate these Terms, we may take action including limiting, suspending, or terminating your access to the Services.

b. Your Account and Virtual Items

Except where applicable law provides otherwise, you do not own any Account provided by Warp 36.

Similarly, Virtual Items are licensed to you and are not sold to you.

When you earn, purchase, or otherwise acquire Virtual Items, you receive only a limited, personal, revocable, non-transferable right to use those Virtual Items within the applicable Service.

Virtual Items:

- have no cash value unless Warp 36 expressly states otherwise;
- cannot be redeemed for legal currency;
- do not constitute stored value;
- may not be transferred outside the Service unless Warp 36 expressly permits it; and
- may be modified, suspended, or discontinued as part of changes to the Services, subject to applicable law and Platform requirements.

Warp 36 may close or remove Accounts that have been inactive for an extended period where reasonably necessary, subject to applicable law and after providing any notice required by applicable law.

c. User Content

If you post, publish, transmit, upload, or otherwise make User Content available through the Services, you represent that the User Content:

1. is accurate where it purports to state factual information;
2. is not confidential unless the applicable Service expressly provides otherwise;
3. complies with applicable law;
4. does not violate contractual obligations or another person's rights;
5. does not contain unlawful or infringing material;
6. does not contain malicious code; and
7. complies with these Terms and applicable Community Rules.

You retain ownership rights you have in your User Content.

By making User Content available through the Services, you grant Warp 36 a worldwide, royalty-free, non-exclusive license to host, store, reproduce, modify, adapt, display, perform, distribute, and otherwise use your User Content as reasonably necessary to operate, provide, improve, secure, protect, and promote the Services, including displaying User Content within the Services and in connection with the features through which it was submitted.

This license lasts for as long as reasonably necessary to provide the Services and fulfill the purposes for which you provided the User Content, subject to our Privacy Policy and applicable law.

You are responsible for maintaining copies or backups of User Content that is important to you.

We may remove User Content that we reasonably believe violates these Terms, applicable Feature Terms, Platform rules, or law.

Where permitted or required by law, we may disclose User Content or identifying information in response to valid legal process or claims involving intellectual property, privacy, or other legal rights.

If you request deletion of your Account or User Content, we will take reasonable steps to remove applicable User Content from active use where required by law. Copies may remain in backups, security records, legal records, or systems where retention is reasonably necessary.

Content you have shared with other users may also remain available where it has already been copied, shared, or incorporated into another user's lawful use of the Service.

6. Monitoring Use of Services and User Content

Warp 36 is not obligated to monitor all User Content or user conduct.

However, we may monitor, review, record, retain, moderate, or remove communications, activity, or User Content where reasonably necessary to operate the Services, enforce these Terms, protect users, investigate abuse, comply with legal obligations, or improve the Services.

Our processing of personal information in connection with these activities is described in our Privacy Policy.

We may restrict or disable a user's ability to communicate, post content, or access some or all of the Services if we reasonably determine that the user has violated these Terms or applicable Feature Terms.

7. Your Dealings with Other Players

You are responsible for your interactions with other users.

Warp 36 is not required to become involved in disputes between users, although we may do so where appropriate.

To the extent permitted by applicable law, you release Warp 36 and the Warp 36 Affiliates from claims arising solely from disputes between you and another user.

Nothing in this Section excludes rights that cannot lawfully be waived.

Where the Services include matchmaking or multiplayer-style environments, some opponents, characters, or players may be controlled by automated systems, bots, or artificial intelligence rather than by a human player.

8. Payment Terms

The Services may allow you to use real-world money to obtain access to Services, subscriptions, Virtual Items, or other digital content.

a. How Purchases Work

Purchases made through Apple, Google Play, or Steam are processed by the applicable Platform.

Warp 36 generally does not directly receive your complete payment-card or banking information for Platform purchases.

Your transaction with a Platform is also governed by that Platform's applicable payment terms, refund rules, and other policies.

When you purchase Virtual Items or other digital content, you obtain a limited license or right to use that content within the relevant Service.

You understand that purchasing Virtual Items does not give you ownership of the underlying Virtual Items or intellectual property.

Virtual Items do not represent legal currency, stored value, or a real-world credit balance.

Except where applicable law or Platform rules provide otherwise, purchases are final and non-refundable.

Refund requests for purchases made through a Platform may need to be submitted directly to that Platform.

b. Additional Payment Terms

You are responsible for applicable fees and taxes associated with purchases made through your Account, subject to applicable law and Platform policies.

Prices may change from time to time.

Any price displayed by a Platform is subject to the Platform's pricing, currency-conversion, tax, and billing practices.

If a payment is reversed, charged back, refunded, canceled, or determined to be fraudulent, we may remove or restrict access to the associated Virtual Items, content, benefits, or Account where reasonably appropriate, subject to applicable law and Platform rules.

c. Subscription Terms

Some Services may offer subscriptions.

Subscriptions purchased through Apple, Google Play, or Steam will be billed and managed through the applicable Platform.

Unless otherwise stated, subscriptions may automatically renew until canceled.

You are responsible for canceling a subscription through the applicable Platform before its renewal date if you do not want it to renew.

Subscription prices and renewal terms will be disclosed at the time of purchase.

Refunds and cancellation rights are subject to applicable law and the applicable Platform's terms.

Nothing in these Terms limits any mandatory cancellation or refund right that applies to you under applicable consumer-protection law.

d. Billing Support

For questions about a charge made through a Platform, you may need to contact Apple, Google, or Steam directly.

For Warp 36 billing or account-support questions, contact:

support@warp36.com

9. Promotions and Offers

Warp 36 may offer promotions, rewards, contests, sweepstakes, bonuses, or other Offers from time to time.

Additional rules or Feature Terms may apply to a promotion or Offer.

Offers may be limited by eligibility requirements, location, time, inventory, or other conditions.

Unless expressly stated otherwise, Offers are non-transferable and cannot be exchanged for cash or other value.

Taxes or other obligations associated with accepting an Offer are your responsibility unless applicable law provides otherwise.

10. Dealings with Advertisers and Other Third Parties

The Services may include or provide access to third-party advertising, products, content, websites, services, or offers ("Third-Party Services").

Third-Party Services may be subject to separate terms and privacy policies.

Warp 36 does not control and is not responsible for Third-Party Services, except to the extent applicable law provides otherwise.

Your interactions with third-party advertisers, providers, or services are between you and the applicable third party.

11. Copyright Notices and Complaints

Warp 36 respects the intellectual property rights of others and asks that users of our Services do the same.

We respond to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. We reserve the right to limit or terminate a user's access to the Services if we determine that the user is a repeat infringer, subject to applicable law.

If you believe that copyrighted material has been made available through our Services in a way that infringes your rights, you may send our Copyright Agent a written notice containing:

1. a physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works are covered by a single notice, a representative list of those works;
3. identification of the material that you claim is infringing or is the subject of infringing activity, together with information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact you, such as your name, mailing address, telephone number, and email address;
5. a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and
6. a statement that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright notices should be sent to:

Copyright Agent

Warp 36, Inc.

Attn: Intellectual Property Counsel
1600 Rio Grande Street
Austin, TX 78701
United States
Email: copyright@warp36.com

Counter-Notifications

If you believe in good faith that material you posted or submitted through the Services was removed or disabled as a result of mistake or misidentification, you may send us a counter-notification.

To be effective under the DMCA, a counter-notification must include:

1. your physical or electronic signature;
2. identification of the material that was removed or to which access was disabled and the location at which the material appeared before it was removed or disabled;
3. a statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. your name, address, and telephone number;
5. a statement that you consent to the jurisdiction of the United States Federal District Court for the judicial district in which your address is located, or, if your address is outside the United States, the federal judicial district in which Warp 36 is located; and

6. a statement that you will accept service of process from the person who submitted the original infringement notice or that person's agent.

Counter-notifications should be sent to the Copyright Agent identified above.

Upon receipt of a valid counter-notification, we may provide a copy to the person who submitted the original infringement notice and may restore the removed material in accordance with the DMCA unless the original complainant informs us that they have filed an action seeking a court order against the person who submitted the material.

Knowingly making material misrepresentations in a copyright infringement notice or counter-notification may result in liability under applicable law.

Warp 36 may forward notices and counter-notifications, including the information contained in them, to the parties involved in the dispute or as otherwise required by law.

12. Feedback and Unsolicited Ideas

You may choose to provide Warp 36 with suggestions, ideas, comments, proposals, improvements, or other feedback regarding the Services ("Feedback").

If you provide Feedback, you grant Warp 36 a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, reproduce, modify, adapt, create derivative works from, publish, distribute, commercialize, and otherwise exploit that Feedback for any purpose without restriction, attribution, or compensation to you.

You represent that you have the right to provide any Feedback you submit.

13. Availability and Warranty Disclaimer

Warp 36 does not guarantee that the Services will always be available, uninterrupted, secure, or error-free.

We may suspend, withdraw, restrict, modify, or discontinue all or part of the Services as described in these Terms.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARP 36 AND THE WARP 36 AFFILIATES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

Nothing in these Terms excludes or limits warranties or consumer rights that cannot lawfully be excluded or limited.

14. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Warp 36 and the Warp 36 Affiliates, and their respective officers, directors, employees, and agents, from third-party claims, liabilities, damages, losses, and reasonable costs and expenses, including reasonable attorneys' fees, arising from:

1. User Content that you submit, post, transmit, or otherwise make available through the Services;
2. your infringement or violation of another person's intellectual property, privacy, publicity, or other legal rights;
3. your fraudulent, unlawful, or unauthorized use of the Services; or
4. your material violation of these Terms.

Warp 36 reserves the right to control the defense or settlement of any matter subject to indemnification by you, and you agree to provide reasonable cooperation in connection with that defense.

This Section does not apply to the extent prohibited by applicable law.

15. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARP 36, THE WARP 36 AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARP 36 IS NOT RESPONSIBLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS, ADVERTISERS, PLATFORMS, OR THIRD-PARTY SERVICE PROVIDERS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF WARP 36 AND THE WARP 36 AFFILIATES ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF:

1. THE AMOUNT YOU PAID IN CONNECTION WITH THE APPLICABLE SERVICE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR
2. US \$100.

The limitations in this Section apply only to the extent permitted by applicable law and will be modified automatically to the minimum extent necessary to comply with applicable law.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or limited.

If you are located in the European Economic Area, the United Kingdom, Switzerland, or another jurisdiction that does not permit certain limitations described above, Warp 36 remains responsible for losses and damages to the extent required by applicable law.

16. Agreement to Arbitrate and Class Action Waiver

This Section applies to users located in the United States and Canada. Please read it carefully because it affects your legal rights.

a. Informal Dispute Resolution

Before either you or Warp 36 initiates arbitration, the party seeking relief must first provide the other party with written notice of the dispute and a reasonable opportunity to resolve it informally.

A notice sent to Warp 36 should include your name, contact information, information reasonably sufficient to identify your Account if applicable, a description of the dispute, and the relief you are requesting.

Notices to Warp 36 should be sent to **support@warp36.com** with "Notice of Dispute" in the subject line or mailed to the address in Section 24.

Warp 36 will provide any notice of dispute to you using the contact information associated with your Account or another reasonable method.

The parties will attempt in good faith to resolve the dispute for at least 30 days after receipt of the notice before commencing arbitration.

This informal dispute-resolution requirement does not apply where immediate injunctive or other emergency relief is reasonably necessary.

b. Binding Arbitration

Except for disputes described in subsection (d), any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or your relationship with Warp 36 that cannot be resolved informally will be resolved through final and binding arbitration rather than in court.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

c. Arbitration Rules and Procedures

Arbitration will be administered by the American Arbitration Association ("AAA") under its then-current Consumer Arbitration Rules and, where applicable, its Mass Arbitration Supplementary Rules.

Information about AAA and its applicable rules and procedures is available from AAA.

Arbitration may be conducted through written submissions, by telephone or video conference, or in person as permitted by the applicable AAA rules.

If you reside outside the United States, an in-person arbitration may take place where you reside where required or permitted by applicable rules or law.

For U.S. users, unless the applicable AAA rules or law require otherwise, arbitration proceedings will take place in Texas or remotely.

Payment of filing, administration, and arbitrator fees will be governed by the applicable AAA rules. Warp 36 will pay or advance fees where required by those rules or applicable law.

The arbitrator may award the same individual remedies that would be available in court, subject to these Terms and applicable law.

Judgment on an arbitration award may be entered in any court having jurisdiction.

d. Exceptions to Arbitration

Either party may:

1. bring an individual action in small claims court if the claim qualifies;
2. seek temporary or preliminary injunctive relief from a court where necessary to prevent immediate or threatened infringement, misappropriation, or violation of intellectual property rights;
3. seek emergency relief where arbitration cannot provide sufficiently timely relief; or

4. pursue a claim in court where applicable law does not permit the claim to be subject to arbitration.

e. CLASS ACTION AND REPRESENTATIVE ACTION WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WARP 36 AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, OR REPRESENTATIVE ACTION OR PROCEEDING.

Unless you and Warp 36 agree otherwise, an arbitrator may not consolidate the claims of more than one person or otherwise preside over a class, collective, or representative proceeding.

Nothing in this subsection is intended to prevent application of AAA procedures governing mass arbitrations where those procedures apply.

If applicable law prevents enforcement of this waiver with respect to a particular claim or request for relief, that claim or request for relief will be severed and may proceed in court while any remaining arbitrable claims proceed in arbitration, to the extent permitted by law.

f. Opting Out of Arbitration

You may opt out of this agreement to arbitrate by providing Warp 36 with written notice within 30 days after the date you first accept these Terms.

Your opt-out notice must include your name, contact information, information reasonably sufficient to identify your Account if applicable, and a clear statement that you wish to opt out of the arbitration agreement in these Terms.

You may send your notice to:

support@warp36.com

with "Arbitration Opt-Out" in the subject line, or by mail to the address provided in Section 24.

If you validly opt out, neither you nor Warp 36 will be bound by the arbitration requirements in this Section with respect to disputes covered by the opt-out.

g. Survival

This Section survives termination of these Terms and termination or deletion of your Account.

17. Applicable Law

The Federal Arbitration Act governs the interpretation and enforcement of Section 16.

Except to the extent federal law applies, these Terms and any dispute arising out of or relating to them or the Services will be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Nothing in these Terms deprives you of mandatory consumer protections or other rights provided by the laws of your place of residence that cannot lawfully be waived by contract.

18. Venue

For any judicial proceeding that is not subject to arbitration under Section 16, other than an eligible small claims action, you and Warp 36 agree to the exclusive jurisdiction and venue of the state and federal courts located in Travis County, Texas, unless applicable law requires otherwise.

19. Severability

Each provision of these Terms is intended to be separate and severable.

If any provision or portion of these Terms is determined to be invalid, illegal, or unenforceable, it will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

Any determination regarding the enforceability of Section 16 or the Class Action and Representative Action Waiver will also be subject to the specific provisions of Section 16.

20. Assignment

Warp 36 may assign or transfer these Terms, in whole or in part, to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets, or other business transaction, subject to applicable law.

You may not assign or transfer your rights or obligations under these Terms without Warp 36's prior written consent.

Any attempted assignment in violation of this Section is void to the extent permitted by applicable law.

Nothing in this Section limits mandatory rights you may have under applicable consumer-protection law.

21. Entire Agreement

These Terms, our Privacy Policy, applicable Feature Terms, and any other policies or rules expressly incorporated into these Terms constitute the entire agreement between you and Warp 36 concerning the Services and supersede prior agreements, representations, or understandings concerning the same subject matter.

Nothing in this Section limits rights or remedies that cannot lawfully be waived or excluded.

22. Language

These Terms may be made available in languages other than English.

Translations may be provided for convenience. To the extent permitted by applicable law, the English-language version will control if there is a conflict between versions.

This provision does not apply where applicable law requires a translated version to control or otherwise provides you with mandatory language rights.

23. No Waiver

If Warp 36 does not enforce a provision of these Terms, that does not constitute a waiver of that provision or our right to enforce it later.

Any waiver must be express and applies only to the specific circumstances for which it is given.

24. Notices

Warp 36 may provide notices to you through the Services, by email, through a Platform, through a Warp 36 website, or by another reasonable method.

Notices to Warp 36 concerning these Terms or the Services may be sent to:

Warp 36, Inc.

Attn: Chief Operating Officer

1600 Rio Grande Street

Austin, TX 78701

United States

Email: support@warp36.com

Privacy-related inquiries should be directed to privacy@warp36.com.

Copyright notices and counter-notifications should be directed to copyright@warp36.com as described in Section 11.

25. Force Majeure

To the extent permitted by applicable law, Warp 36 will not be liable for any failure, interruption, delay, modification, or discontinuation of the Services resulting from circumstances beyond our reasonable control.

Such circumstances may include natural disasters, severe weather, fire, flood, earthquake, war, terrorism, civil unrest, riots, embargoes, governmental or military actions, epidemics or pandemics, labor disputes, telecommunications or network failures, utility failures, cyberattacks affecting third-party infrastructure, failures or changes involving Apple, Google, Steam, hosting providers or other service providers, or shortages of equipment, services, or supplies.

Nothing in this Section limits any right or remedy that cannot lawfully be excluded or limited.

Last Updated: 14 September 2026