

# API and Application Policy

1 ) **Compliance with Terms.** You may use the HVZ API, and the data, content, and information made available through the HVZ API ("API Data"), in connection with a website or software application ("Client") developed by You only in accordance with the terms and conditions of this Agreement, the HVZ Terms of Service, the HVZ privacy policy and the developer credentials and API Key assigned to you by Gnarhwal studios. We may monitor Your use of our API to ensure quality and verify Your compliance with these terms. You shall not interfere with such monitoring or otherwise obscure from Gnarhwal use of the HVZ API. We may use any technical means to overcome such interference. Agreement with these terms constitutes a provisional licence for use of our API. Gnarhwal studios reserves the right to revoke said provisional licence for any reason. By Accepting this licence you agree to absolve us from litigation, acknowledge Gnarhwal

studio's trademarks, and assert that you have the right to use any trademarked used alongside Gnarwhal Studio's trademarks. Finally acceptance of this license acknowledges Gnarwhal Studio's ownership of HVZ game data, and agrees that a licence is required to be used in any fashion.

2 ) **Commercial Use.** You agree not to use the HVZ API for any of the following commercial uses unless You obtain Gnarwhals stuido's prior written approval: the sale of the HVZ API, API Data, or related services, or access to any of the foregoing; the sale of advertising, sponsorships, or promotions placed on or within the HVZ game data content; or the sale of advertising, sponsorships, or promotions on any page of the API Client containing HVZ game data, unless other content not obtained from the HVZ api appears on the same page and is of sufficient value to be the basis for such sales. The following commercial uses are permitted provided that You comply with all other terms and conditions of this Agreement: the sale of an API Client;

using the HVZ API to show HVZ game data on an ad-enabled API Client (such as an ad-enabled blog or website), subject to the advertising restrictions set forth above in Section 2; the placement of Your own branding on the API Client, provided that it does not interfere with any Gnarwhal Studio's branding; the sale or distribution of any device that contains or runs an API Client; or any use that Gnarwhal Studio's expressly authorizes in writing.

3 ) **Caching.** Your Client may employ session-based caching solely of HVZ API results, but You must use commercially reasonable efforts to cause Your API Client to update cached results upon any changes in game data. Your API Client shall not be designed solely to cache HVZ game data.

4 ) **Usage and Quotas.** Gnarwhal may, in its sole discretion, set a quota of operations on Your HVZ API usage. You shall not attempt to circumvent automated use-quota restrictions.

Your API Client will not, and You will not encourage or create

functionality for Your users or other third parties to: collect or modify any HVZ user account information; interfere or attempt to interfere in any manner with the proper workings of the HVZ API, or create or distribute any API Client that adversely affects the functionality or performance of HVZ or services provided by Gnarwhal Studios; circumvent or render ineffective any geographical restrictions, including IP address-based restrictions; sell, lease, lend, convey, redistribute, or sublicense to any third party all or any portion of the HVZ API or API Data modify or replace the text, images, or other content of the HVZ game data, including (i) changing the order in which game data results are presented (ii) intermixing sources other than the HVZ api when search results are presented as HVZ game data results; modify, replace or otherwise disable the functioning of links to HVZ or third-party websites provided in the HVZ Game Data or otherwise provided through the HVZ API modify, replace, interfere with or block advertisements placed by Gnarwhal

Studio's in the HVZ Game Data; access any portion of any HVZ game data by any means other than use of a method authorized by Gnarwhal studios; store copies of HVZ game data; misrepresent your identity when registering for use of the HVZ API, use the developer credentials licensed to a different individual or entity, or mask

Your usage of the HVZ API

5 ) **Brand Feature Rules.** The HVZ brand means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of Humans Vs Zombies. If your API client is released for free and/or is licenced under one of the Open Source Initiative approved licences (open the Gnarwhal grants You a non-exclusive license to use the HVZ Brand in connection with their display on or through the API Client and for promotional purposes. We may terminate Your license to use the HVZ Brand at any time for any or no reason. Goodwill in the HVZ Brand Features will inure only to Gnarwhal's benefit and You obtain no rights with respect to any of

them. You irrevocably assign and will assign to Gnarwhal any right, title and interest that You obtain in any of Gnarwhal's Brand Features. You shall not at any time challenge or assist others to challenge Gnarwhal's Brand Features or their registration (except to the extent You cannot give up that right by law) or attempt to register any trademarks, marks or trade names confusingly similar to Gnarwhal's. This paragraph survives any termination or expiration of this Agreement.

6 ) **Deprecation.** If Gnarwhal in its discretion chooses to cease providing the current version of the HVZ API, whether through discontinuation of the HVZ API or by upgrading the HVZ API to a newer version, the current version of the HVZ API will be deprecated and become the Deprecated Version of the HVZ API. Gnarwhal will issue an announcement if the current version of the HVZ API will be deprecated. No new features will be added to the Deprecated Version of the HVZ API. Gnarwhal reserves the right in its discretion to cease

providing all or any part of the Deprecated Version of the HVZ API

immediately without any notice

7 ) **Usage and Quotas.** Gnarwhal may, in its sole discretion, set a quota

of operations on Your HVZ API usage. You shall not attempt to

circumvent automated use-quota restrictions.

## Random Legal Stuff

1 ) **Compliance with Laws.** You are responsible for

complying with all applicable laws, rules and regulations, all

third-party rights and all Gnarwhal policies. You shall not use the

HVZ API in a manner that violates such laws, rules and

regulations, third parties' rights or any Gnarwhal policies or in a

manner that is deceptive, unethical, false or misleading.

2 ) **No Implied Rights.** Except as expressly granted herein,

neither party through this Agreement grants the other party any

intellectual property rights or other propriety rights. As between You

and Gnarwhal, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the HVZ API and its documentation and specifications, all HVZ websites and all HVZ services and any derivative works in connection therewith. For the avoidance of doubt, You retain all rights in and to Your API Client, excluding foregoing HVZ materials and intellectual property. All license rights granted herein are not sublicensable, transferable or assignable unless otherwise stated herein.

3 ) **Non-exclusive.** This Agreement is a non-exclusive agreement. You acknowledge that Gnarwhal may be developing and may develop products or services that may compete with this HVZ API, API Clients or any other products or services.

4 ) **Publicity.** You agree that Gnarwhal may use Your company, organization, or product name and/or logo in presentations, marketing materials,



customer lists, financial reports, website listings of customers, research and marketing case studies and other marketing-related activities. You may not issue any public announcement regarding Your use of the HVZ API which suggests partnership with Gnarwhal without Gnarwhal's prior review and written approval, at Gnarwhal's sole discretion.

5 ) **Confidentiality.** You shall not disclose Your developer credentials or Your API Client IDs to any third party except Your agent(s) using such information solely on Your behalf in accordance with this Agreement and under a written duty of confidentiality. You shall not disclose Gnarwhal's Confidential Information to any third party without Gnarwhal's prior written consent. "Gnarwhal's Confidential Information" means all non-public Gnarwhal's software, technology, programming, and specifications relating to the HVZ API, and any other information designated in writing by Gnarwhal as "Confidential" or an equivalent designation.

6 ) **Indemnification.** You shall indemnify, defend

and hold Gnarwhal, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals),

arising out of or in connection with any claim, action or proceeding

(any and all of which are "Claims") by a third party arising out of

Your use of the HVZ API in any manner that breaches this Agreement

or otherwise arising out of materials or technology contributed by You

and not by Gnarwhal.

7 ) **Termination.** Any licenses contained

in this Agreement will terminate automatically without notice if You

fail to comply with any provision of this Agreement. Gnarwhal reserves

the right to terminate this Agreement or discontinue the HVZ API

or any portion or feature thereof for any or no reason and at any time

without liability to You. Upon any termination or notice of any

discontinuance, You shall immediately stop and thereafter desist from

using the HVZ API and delete all API Data in Your possession or control (including, without limitation, from Your servers). Gnarwhal may independently communicate with any account owner whose account(s) are associated with Your API Client IDs and developer credentials to provide notice of both the termination of Your right to use the HVZ API and the display of any advertisements associated with Your API Clients.

8 ) **Modification.** Gnarwhal may modify

any of the terms and conditions contained in this Agreement at any time and in its sole discretion by posting a change notice to Your account, changing these terms and conditions, emailing to the email address of Your account or account associated with Your developer credentials or otherwise notifying You. IF ANY MODIFICATION IS

UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE HVZ API, CONTINUED POSSESSION

OF A COPY OF NON-PUBLIC HVZ API DOCUMENTATION AND SPECIFICATIONS  
OR CONTINUED DEVELOPMENT FOLLOWING POSTING OF A CHANGE NOTICE  
OR NEW

AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF  
THECHANGE.

9) **Disclaimer and Limitation of Liability.** GNARWHAL DISCLAIMS ALL  
WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR  
NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.  
GNARWHAL

SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY,  
PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY  
OTHER

LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE  
POSSIBILITY

OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL  
PURPOSE

OF ANY LIMITED REMEDY.

10) **Release.** You hereby release and covenant not to sue Gnarwhal and its corporate  
affiliates and any of their officers, directors, employees, agents,

shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to the Gnarwhal API; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to the HVZ API. If You are a California resident, You waive California Civil Code 1542 which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."