

# INTERNATIONAL SPACE ACADEMY

## End User License Agreement

*Effective Date: April 10, 2026*

Developed by Virikiri Studio

**PLEASE READ THIS END USER LICENSE AGREEMENT (“AGREEMENT” OR “EULA”) CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING INTERNATIONAL SPACE ACADEMY (THE “APP”). BY DOWNLOADING, INSTALLING, OR USING THE APP, YOU (OR, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, OR USE THE APP.**

This Agreement is a legal agreement between you (and your parent or guardian if you are under 18) and Virikiri Studio (“Company,” “we,” “us,” or “our”), regarding your use of the International Space Academy game app.

### 1. Parties and Parental Consent

The International Space Academy game app is designed for students in Kindergarten through Grade 12 (ages 5–18), though users of all ages are welcome. If the user is under the age of 18 (“minor”), a parent or legal guardian must review and accept this Agreement on behalf of that user.

By installing or permitting use of this App, a parent or legal guardian represents and warrants that:

- They are the parent or legal guardian of the child who will use the App;
- They have read and agree to this EULA on behalf of their child;
- They consent to their child’s use of the App under the terms described herein;
- They understand the App is intended for educational entertainment and does not replace formal schooling or professional advice.

### 2. Grant of License

Subject to the terms of this Agreement, Virikiri Studio grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the App solely for your personal, non-commercial, educational entertainment purposes on devices that you own or control.

## **2.1 Free Introductory Content**

A portion of the App is available at no charge (“Intro Content”). You may access the Intro Content without payment for as long as the App remains available.

## **2.2 Premium Content | Subscription and Lifetime Purchase**

To access the full features of the App beyond the Intro Content, you must purchase one of the following:

- Monthly Subscription: Recurring monthly fee, billed through your app store.
- Lifetime Purchase: A one-time payment for permanent access to all current App content.

All billing, refunds, and subscription management are governed by Apple’s or Google’s respective terms of service. Virikiri Studio does not directly process payments. Subscription fees are non-refundable except as required by the applicable platform or applicable law.

## **3. Purpose of the App**

International Space Academy is an educational entertainment application. While the App is designed to support learning in Science, Technology, Engineering, and Mathematics (STEM) and Social-Emotional Learning (SEL), it is provided for entertainment and supplemental educational purposes only.

The App is NOT a substitute for:

- Formal schooling, tutoring, or professional educational instruction;
- Licensed psychological, therapeutic, or counseling services;
- Medical, clinical, or behavioral health advice or treatment.

No content within the App should be interpreted as professional educational, psychological, or medical advice. Virikiri Studio makes no representations or warranties about learning outcomes or educational results.

## **4. No Account Required | No Data Collection**

International Space Academy does not require users to create an account or log in to use the App.

Virikiri Studio does not collect, store, transmit, sell, or share any personal information, usage data, or behavioral data from users of this App. This includes, but is not limited to:

- Names, email addresses, or contact information;
- Location data;
- Device identifiers or advertising IDs;
- In-app activity or analytics;
- Any information relating to children.

Because the App does not collect personal data, it is designed to comply with the Children’s Online Privacy Protection Act (COPPA), the California Consumer Privacy Act (CCPA), and the General Data Protection Regulation (GDPR) by operating on a no-data-collection basis.

For further details, please refer to our separate Privacy Policy, available at <https://virikiri.com>.

## **5. Intellectual Property Rights**

The App and all content, features, functionality, graphics, artwork, music, sound effects, characters, storylines, game mechanics, logos, trademarks, and software included in International Space Academy are the exclusive intellectual property of Virikiri Studio and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

You are granted no ownership rights in the App or its content. All rights not expressly granted in this Agreement are reserved by Virikiri Studio.

### **5.1 Restrictions**

You may not, and you may not permit others to:

- Copy, reproduce, modify, translate, adapt, or create derivative works from the App or any of its content;
- Reverse engineer, disassemble, decompile, or attempt to derive the source code of the App;
- Distribute, publicly display, or publicly perform the App or its content without prior written consent;
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices;
- Use the App’s characters, branding, or content for commercial purposes;

- Scrape, extract, or automate access to the App’s content;
- Use the App in connection with any competing product or service.

## **6. User Conduct and Acceptable Use**

The App is intended to be a safe, positive, educational experience. You agree to use the App only for lawful purposes and in accordance with this Agreement. You agree not to:

- Use the App in any way that violates applicable local, national, or international laws or regulations;
- Exploit bugs or vulnerabilities in the App for any purpose;
- Use the App in a manner inconsistent with its educational entertainment purpose.

## **7. Disclaimer of Warranties**

**THE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VIRIKIRI STUDIO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:**

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- WARRANTIES THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- WARRANTIES AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT IN THE APP;
- WARRANTIES THAT DEFECTS WILL BE CORRECTED OR THAT THE APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**VIRIKIRI STUDIO DOES NOT WARRANT THAT THE APP WILL MEET YOUR OR YOUR CHILD’S EDUCATIONAL NEEDS OR PRODUCE ANY PARTICULAR LEARNING OUTCOME.**

## **8. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIRIKIRI STUDIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY:**

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES;

- LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES;
- DAMAGES ARISING FROM APP DOWNTIME, SERVICE INTERRUPTIONS, BUGS, ERRORS, OR TECHNICAL FAILURES;
- DAMAGES ARISING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA OR DEVICE;
- DAMAGES RESULTING FROM MISUSE OF THE APP OR RELIANCE ON ANY CONTENT WITHIN THE APP;
- DAMAGES RESULTING FROM ANY CONDUCT OR CONTENT OF ANY THIRD PARTY, INCLUDING APP STORE PLATFORMS.

**IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, VIRIKIRI STUDIO'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**IN NO EVENT SHALL VIRIKIRI STUDIO'S TOTAL LIABILITY TO YOU EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID FOR THE APP (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) TEN U.S. DOLLARS (\$10.00).**

## **9. App Availability and Updates**

Virikiri Studio reserves the right, at its sole discretion and without prior notice, to:

- Modify, suspend, or discontinue the App or any features thereof at any time;
- Release updates, upgrades, or patches, which may change or remove functionality;
- Change pricing for subscription or lifetime purchase options with reasonable advance notice;
- Limit availability of the App in certain geographic regions.

Virikiri Studio is not liable to you or any third party for any modification, suspension, or discontinuance of the App or any part of it.

## **10. Third-Party Platforms**

The App is distributed through the Apple App Store and Google Play Store. Your use of those platforms is subject to the respective terms of service of Apple Inc. and Google LLC. Virikiri Studio has no control over and assumes no responsibility for the policies,

terms, or practices of third-party platforms.

Apple and Google are not parties to this Agreement and bear no responsibility for the App or its content.

## **11. Children's App Store Requirements**

Because this App is directed to children and is available in the Kids categories of the Apple App Store and Google Play Store, the following additional terms apply:

- Parents and guardians are solely responsible for supervising their child's use of the App and any in-app purchases, including subscriptions and lifetime purchases.
- All in-app purchases must be authorized by a parent or guardian. Virikiri Studio is not responsible for unauthorized purchases made by minors.
- The App does not display third-party advertising.
- The App does not link to external websites or services without a parent gate or appropriate disclosure.

## **12. Termination**

This Agreement is effective until terminated. Virikiri Studio may terminate or suspend your license immediately, without prior notice or liability, if you breach any term of this Agreement.

Upon termination of this Agreement, your right to use the App will immediately cease. Sections 5 (Intellectual Property Rights), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 13 (Governing Law), and 14 (Dispute Resolution) shall survive termination.

## **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of law provisions.

If you are located outside the United States, you agree that any dispute will be resolved in accordance with Texas law and in Texas courts, or as otherwise agreed by the parties.

## **14. Dispute Resolution**

Any dispute, claim, or controversy arising out of or relating to this Agreement or the App shall first be submitted to Virikiri Studio in writing at [info@virikiri.com](mailto:info@virikiri.com). The parties agree to attempt to resolve any dispute informally for a period of thirty (30) days before initiating formal legal proceedings.

If informal resolution fails, disputes shall be resolved by binding arbitration administered under the rules of the American Arbitration Association (AAA), except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect intellectual property rights.

**CLASS ACTION WAIVER: YOU AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN YOUR INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION.**

## **15. Changes to This Agreement**

Virikiri Studio reserves the right to modify this Agreement at any time. When we make material changes, we will update the Effective Date at the top of this document and provide notice through the App or our website.

Your continued use of the App after the effective date of any changes constitutes your acceptance of the revised Agreement. If you do not agree to the revised terms, you must discontinue use of the App.

## **16. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

## **17. Entire Agreement**

This Agreement, together with our Privacy Policy (available at <https://virikiri.com>), constitutes the entire agreement between you and Virikiri Studio with respect to the App and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

## **18. Contact Information**

If you have any questions, concerns, or complaints regarding this Agreement or the App, please contact us:

### **Virikiri Studio**

Email: [info@virikiri.com](mailto:info@virikiri.com)

Website: <https://virikiri.com>

**BY DOWNLOADING, INSTALLING, OR USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT.**

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