



# Beta Tester Agreement

**Effective Date:** The date on which you click “I approve the Beta Tester NDA terms.”

**Company:** Upstairs Games Ltd. (“**Company**,” “**we**,” “**us**”)

**Tester:** The individual who clicks “I approve the Beta Tester terms” (“**Tester**,” “**you**”).

## 1. Purpose

The Company is providing you with pre-release access to certain games, builds, features, services, content, keys, accounts, forums, documentation, and related materials (collectively, the “**Beta Materials**”) solely to evaluate, test, and provide us with gameplay feedback. You agree to keep the Beta Materials confidential and use them only as permitted by this Agreement.

## 2. Definitions

2.1 **Confidential Information** means all non-public information disclosed or made available by the Company, including without limitation: the Beta Materials; gameplay; story and lore; characters; art, UI/UX and assets; screenshots and videos; technical data; logs and telemetry; features; roadmaps; bugs; performance; communications; credentials; and any feedback you provide.

2.2 **Trade Secrets** are a subset of Confidential Information that the Company treats as secret and that derives independent economic value from not being generally known.

## 3. Access; Accounts; Keys

3.1 **Access to the Beta Materials** is personal, revocable, non-exclusive, non-transferable, and non-sublicensable.

3.2 **No Transfers:** You may not sell, license, loan, gift, trade, swap, or otherwise transfer any beta account, key, code, invite, or access right.

3.3 You are responsible for safeguarding your credentials and for all activity under your account.

## 4. Confidentiality Obligations

4.1 You will **not disclose** any Confidential Information to any person or entity without Company’s prior written consent.

4.2 You will use Confidential Information **solely** for internal testing and evaluation as permitted by this Agreement.

4.3 You will use at least reasonable care to protect Confidential Information and prevent unauthorized use or disclosure.

4.4 Upon request or upon termination, you will promptly **stop using, return, and/or securely destroy** all Confidential Information and certify completion.

4.5 **Duration:** These confidentiality obligations last until the later of (a) **five (5) years** after the end of your participation in the beta, or (b) the date the relevant information becomes publicly released by the Company; provided that **Trade Secrets** remain protected **for so long as they qualify as trade secrets** under applicable law.

## 5. Prohibited Conduct

5.1 You agree **not** to:

5.1.1 **Capture or Share:** Make, share, or enable any screenshots, videos, clips, streams, broadcasts, posts, blogs, reviews, or commentary relating to the Beta Materials **without express prior written permission** from the Company.

5.1.2 **Recordings:** Record audio, video, or gameplay without Company's written permission.

5.1.3 **Benchmarking / Public Performance Data:** Publish performance tests, benchmarks, or disclose bugs or exploits publicly.

5.1.4 **Reverse Engineering:** Reverse engineer, decompile, disassemble, scrape, or mine assets.

5.1.5 **Circumvention:** Bypass or tamper with authentication, DRM, anti-cheat, or telemetry.

5.1.6 **Cheating / Exploits:** Use cheats, bots, exploits, or automation.

5.1.7 **Commercial Use:** Sell, rent, lease, or monetize the Beta Materials.

5.1.8 **Third-Party Sharing:** Share keys, builds, or any Confidential Information with third parties.

5.2 **Exception:** You may only publish or stream Beta Materials if you have Company's prior written approval.

## 6. Feedback

6.1 You grant the Company a perpetual, worldwide, irrevocable, royalty-free license to use and exploit any feedback you provide.

## 7. Ownership

7.1 The Company retains all rights, title, and interest in and to the Beta Materials and related IP.

## 8. Telemetry; Anti-Cheat; Privacy

- 8.1 The Beta Materials may collect and transmit telemetry, crash data, diagnostics, gameplay metrics, and device information (e.g., hardware specs, OS version, peripherals) to help improve performance, balance, security, and player experience.
- 8.2 The Beta Materials may include anti-tamper and anti-cheat technologies that operate during gameplay and, in some cases, while the game is running in the background.
- 8.3 Data processing is governed by the Company's Privacy Notice. By participating, you consent to such collection and processing as described. Additional regional disclosures may apply.

## 9. Term; Termination

- 9.1 This Agreement continues until the earlier of (a) public release of the applicable content, or (b) termination by either party. The Company may revoke access immediately for breach.

## 10. Remedies

- 10.1 Unauthorized disclosure or misuse may cause irreparable harm. The Company is entitled to injunctive relief in addition to other remedies.

## 11. No Warranty; Beta Disclaimer

- 11.1 The Beta Materials are provided **"AS IS"** and may be incomplete, unstable, or contain errors. The Company disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. You use the Beta Materials at your own risk.

## 12. Limitation of Liability

- 12.1 To the maximum extent permitted by law, the Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenues, data, or goodwill, arising out of or related to this Agreement or the Beta Materials, even if advised of the possibility. The Company's aggregate liability for direct damages is limited to USD \$100 (or the minimum amount required by law).

## 13. Compliance with Law

- 13.1 You will comply with all applicable laws and export controls.



## 14. Age; Eligibility

14.1 You represent that you are **at least 18 years old** and legally able to enter into this Agreement.

## 15. Publicity

15.1 You may not make public statements or use the Company's name or logos without Company's written permission.

## 16. Third-Party Platforms

16.1 When you use a third-party platform (e.g., Steam, Xbox, PlayStation, etc.) to access or stream the beta, that platform's terms apply in addition to this Agreement and the game's Terms of Use.

## 17. Governing Law; Jurisdiction

17.1 This Agreement is governed by the laws of Israel, without regard to conflict-of-law principles. The exclusive jurisdiction and venue for any dispute shall be the competent courts of Tel Aviv-Yafo, Israel.

## 18. Entire Agreement

18.1 This Agreement is the entire agreement between you and the Company regarding the subject matter and supersedes all prior or contemporaneous understandings. The Company may update this Agreement by posting a revised version; material changes will apply prospectively and may require re-acceptance. If any provision is held unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remainder will remain in effect. Failure to enforce is not a waiver.

**BY CLICKING "I APPROVE THE BETA TESTER TERMS," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.**