

## TERMS OF SERVICE – HEIMDALL GAMES

Last Revised: June 23, 2026

These Terms of Service (the “**Terms**”) governs your use of the mobile game **Primal Legacy** (the “**App**”) and any other mobile games, websites, and related services provided by Heimdall Games Ltd. (“**Heimdall**”, “**we**”, “**us**”, or “**our**”) (collectively, the “**Service**”).

By downloading, installing, accessing, or using the App, you agree to be bound by these Terms and our Privacy Policy available at <https://heimdall.games/privacy>. If you do not agree, do not install, access, or use the App.

Heimdall reserves the right, at its sole discretion, to modify, update, or replace these Terms at any time. Any such modifications will become effective upon posting the revised Terms within the App or on Heimdall’s official website at <https://heimdall.games>, or by other means. The date of the most recent revision will appear at the top of the Terms. If we implement significant changes, we will notify you within the Service or by other means. Your continued use of the Service after any such modification constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must immediately discontinue use of the Service.

1. **Eligibility.** The App is not intended for children. By using the App, you represent that you are above 18 years old and have the legal capacity to enter into these Terms.
2. **License Grant and Restrictions.** Subject to your compliance with these Terms, Heimdall grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App for your personal, non-commercial entertainment purposes only.  
You may not:
  - 2.1. copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of the Service;
  - 2.2. rent, lease, sell, sublicense, distribute, or transfer the Service or any part thereof;
  - 2.3. frame, mirror, or otherwise reproduce any part of the Service on any other website or platform without Heimdall's prior written authorization;
  - 2.4. use the Service for any unlawful purpose or in violation of applicable law;
  - 2.5. use the Service in any manner that could interfere with, disrupt, or negatively affect other users or the operation of the Service;
  - 2.6. that is or could reasonably be viewed as invasive of another's privacy or violate any privacy rights;
  - 2.7. that is likely to, or could reasonably be viewed as likely to incite violence, terrorist activities or racial or ethnic hatred;
  - 2.8. remove or amend any proprietary notices or other ownership information from any part of our Services;
  - 2.9. infringe on any intellectual property right or other proprietary right of others;
  - 2.10. conduct in any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation;
  - 2.11. 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms);
  - 2.12. exploit, in its entirety or individual components, the Services for any purpose not expressly authorised by us, including, without limitation:
    - 2.12.1. playing the Service(s) at commercial establishments;
    - 2.12.2. gathering in-game currency, items, or resources for sale/selling/exchanging outside of our Services;
    - 2.12.3. performing in-game services including, without limitation, account boosting or power-lelling, in exchange for payment or otherwise;

- 2.12.4. communicating or facilitating (by text, live audio communications, or otherwise) any commercial advertisement, solicitation or offer through or within the Services; or
- 2.12.5. organising, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, our Service, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorisation.
- 2.13. use another person or entity's email address in order to sign up to use our Services;
- 2.14. use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services); and/or
- 2.15. use our Services in any other way not permitted by these Terms.

All rights not expressly granted herein are reserved by Heimdall.

- 3. Accounts and Access.** You may access the App either as a guest or by signing in through a third-party platform (such as Google Play). Your account (“**Account**”) is personal to you and may not be shared or transferred. You are responsible for maintaining the confidentiality of your credentials and for all activities under your Account. If you become aware of unauthorized access or use of your Account, you must notify Heimdall immediately at [support@heimdall.games](mailto:support@heimdall.games). Heimdall reserves the right to suspend or terminate Accounts that are inactive for a prolonged period, or that violate these Terms. Account deletion requests may be submitted manually via our support channel.
- 4. Payments.**
  - 4.1. You will not be charged for any use of the Service unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Service. You may also make in-app purchases; further information regarding in-app purchases is available in Section 5.
  - 4.2. Subscriptions are for an indefinite term, and are automatically charged each billing period (whether weekly, monthly, annually, or another period).
  - 4.3. Please be aware that your use of the App may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.
- 5. Virtual Items and In-App Purchases.**
  - 5.1. The App may include access to virtual items such as coins, gems, tickets or other in-game currency (“**Virtual Items**”). You acknowledge and agree that Virtual Items have no real-world value and shall not be sold, traded, exchanged, transferred or otherwise transacted (or attempt to transact) outside the App.
  - 5.2. The App may allow you to purchase Virtual Items. You are not obligated, at any time, to purchase any Virtual Items. When you purchase Virtual Items through Google Play and/or Apple Play Store, you agree to their respective terms of service and billing policies. All purchases are final and non-refundable except as required by applicable law.
  - 5.3. When you earn within the App (including, for example, earn through progression, completing quests or tasks, rewards, coupons, refer a friend, etc) or purchase a Virtual Item, we grant you a limited, personal, revocable, non-transferable, non-sublicenseable license in the Territory to use that Virtual Item in the App. For the avoidance of doubt, you do not receive any ownership, right, title or interest in any Virtual Items or the App.
  - 5.4. Heimdall reserves the right to modify, suspend, or discontinue Virtual Items, their price and/or availability at any time without notice or liability.
  - 5.5. You acknowledge that by uninstalling or deleting the game or your Account may result in the loss of all Virtual Items and progress, and you waive any claim against Heimdall in connection with such loss.

## 6. User Conduct and Content.

- 6.1. You agree not to use the Service, or permit others to use the Service, in any manner that violates these Terms, applicable law, or the rights of others. Without limiting the generality of the foregoing, you shall not, and shall not permit or cause any other party to:
  - 6.1.1. engage in any unlawful, harassing, or abusive behavior;
  - 6.1.2. upload or share content that is defamatory, obscene, or infringes any third-party rights;
  - 6.1.3. exploit, distribute, or use cheats, bots, automation software, or any unauthorized third-party tools;
  - 6.1.4. engage in any commercial activity within the Service without Heimdall's prior written consent.
  - 6.1.5. use any unauthorized third-party software that accesses, intercepts, "mines," or otherwise collects information from or through the Service;
  - 6.1.6. create, distribute, or publicly disclose information about any exploit, bug, or vulnerability in the Service that could provide an unfair advantage to any user;
  - 6.1.7. upload, transmit, or distribute any viruses, worms, Trojan horses, spyware, or other malicious code;
  - 6.1.8. engage in any activity that Heimdall, in its sole discretion, deems to be in conflict with the spirit or intent of the Service, including circumventing or manipulating gameplay mechanics or these Terms;
  - 6.1.9. that is or could be reasonably viewed as toxic and/or abusive behaviour, or behaviour that is intended to unreasonably undermine or disrupt the Service experiences of others or affect other players; or
  - 6.1.10. use the Service in or from any country subject to embargo or sanctions under Israeli or applicable international law.
- 6.2. You may create usernames and select from pre-approved avatars provided by Heimdall. You may not use names that are offensive, misleading, or infringe third-party rights.
- 6.3. We care for your safety. If you believe another user has acted inappropriately (in violation of these Terms or in an otherwise offensive, violent, harassing or dangerous manner), please report immediately to us at [support@heimdall.games](mailto:support@heimdall.games).
- 6.4. Any content you submit through the Service ("**User Content**") may be used by Heimdall for the operation and improvement of the Service. You grant Heimdall a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, and display such User Content.

7. **Usage Rules.** If you are downloading the App from a third-party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain Distributors below, but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into these Terms by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

8. **User Feedback.** You may, at your discretion, provide Heimdall with suggestions, comments, or feedback regarding the Service ("**Feedback**"). By submitting Feedback, you acknowledge and agree that:
  - 8.1. Heimdall shall own all rights, title, and interest in and to the Feedback, including any intellectual property rights therein;
  - 8.2. Heimdall shall be free to use, reproduce, disclose, and otherwise exploit the Feedback without restriction or obligation to you; and
  - 8.3. you irrevocably waive any claim for compensation, attribution, moral rights and/or recognition in connection with Heimdall's use of the Feedback. Heimdall values user input

and may, at its discretion, consider Feedback for improving or developing its games and Service, but is under no obligation to implement or respond to any Feedback.

**9. Intellectual Property.** All content and materials included in or made available through the Service, including, without limitation, all games, software, code, graphics, artwork, designs, text, sound, music, audiovisual effects, user interfaces, marks, logos, and trademarks (collectively, “**Heimdall IP**”), are the exclusive property of Heimdall or its licensors and are protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly permitted under these Terms, you shall not copy, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, or otherwise exploit any portion of the Heimdall IP without Heimdall’s prior written consent. Nothing in these Terms shall be construed as granting any right, title, or interest in or to the Heimdall IP other than the limited license expressly set forth in Section 2 (License Grant and Restrictions). All rights not expressly granted are reserved by Heimdall.

**10. Privacy.** Our privacy policy is available here <https://heimdall.games/privacy>

**11. Disclaimers and Limitation of Liability.**

11.1. THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY. WE DO NOT GUARANTEE THAT ANY OF OUR SERVICE WILL BE AVAILABLE OR ERROR-FREE AT ALL TIMES OR AT ANY GIVEN TIME BUT WE WILL PROVIDE OUR SERVICES IN ACCORDANCE WITH ANY LEGALLY REQUIRED STANDARDS. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE, THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE SERVICE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. In particular, in relation only to any Virtual Items or any other part of our Service which have been paid-for with real money, we warrant that they will substantially comply with the description provided by it at the point of purchase.

11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, (A) HEIMDALL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, PROFITS, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, AND (B) IN NO EVENT SHALL HEIMDALL’S TOTAL LIABILITY TO YOU EXCEED \$100.

**12. Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless Heimdall, its affiliates, directors, officers, employees, agents, licensors, and partners from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with:

- 12.1. your access to or use of the Service;
- 12.2. your violation of these Terms or any applicable law;
- 12.3. your infringement or violation of any third-party right, including any intellectual property, privacy, or publicity right; or
- 12.4. any content or information submitted by you through the Service.

- 13. Governing Law and Dispute Resolution.** These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to conflict-of-law principles. Any and all disputes and controversies arising out of or in connection with the Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”). The parties shall keep the arbitration confidential to the fullest extent consistent with maintaining their ability to challenge or enforce the award in court. The arbitration shall be in English and shall be seated in Tel Aviv, Israel. Judgment on any award in arbitration may be entered in any court of competent jurisdiction.
- 14. Third-Party Advertising and Links.** The Service may display advertisements or promotional content provided by third parties, including through integrated ad networks or other similar providers (“**Third-Party Ads**”). Heimdall does not control, endorse, or assume responsibility for any Third-Party Ads, their content, or any products or services offered through them. Your interactions with Third-Party Ads, including participation in promotions or transactions, are solely between you and the applicable third party. Heimdall is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of Third-Party Ads within the Service. Heimdall may, from time to time, modify the types or frequency of advertising displayed in the Service. You may manage your ad preferences, including opting out of personalized ads, through your device settings or as otherwise described in our Privacy Policy.
- 15. Termination.** These Terms are effective until terminated by us or you. Heimdall may suspend or terminate your access to the Service, in whole or in part, at any time and for any reason, including if you breach these Terms or if continued access could expose Heimdall to legal liability. Upon termination, all rights granted to you under these Terms shall immediately cease, and you must promptly cease all use of the Service. Termination shall not limit any of Heimdall’s rights or remedies at law or in equity, nor entitle you to any refund or compensation. Upon termination of these Terms, you shall cease all use of the Service. This Section 15 and Sections 9 (Intellectual Property), 10 (Privacy), 11 (Disclaimers and Limitation of Liability), 12 (Indemnification), and 16 (General Provisions) shall survive termination of these Terms.
- 16. General Provisions.**
- 16.1. Entire agreement.** These Terms constitute the entire agreement between you and Heimdall regarding the Service. No amendment to these Terms will be binding unless in writing and signed by Heimdall.
- 16.2. Severability.** If any provision is held invalid, the remaining provisions shall remain in full force and effect.
- 16.3. Assignment.** Heimdall may assign or transfer these Terms without restriction; you may not assign your rights or obligations without Heimdall’s prior written consent.
- 16.4. Waiver.** Any failure by Heimdall to enforce a right or provision shall not constitute a waiver of such right or provision.
- 16.5. Vendors and Service Providers.** We use vendors and service providers, including AI tools, which may not be located in or store information in your location.
- 16.6. Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the Service nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
- 17. Contact.** For support or questions, contact us at [support@heimdall.games](mailto:support@heimdall.games).