

TERMS & PRIVACY

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The Developer disclaims all proprietary interests in its intellectual property rights other than its own. References to third-party services and software are given by The Developer "AS IS," without warranty of any kind, either expressed or implied.

Online Purchasing

When conducting online purchases with The Developer.co, you must provide true, accurate, and complete information about yourself and provide a non-fraudulent means of payment. If you provide any personal or financial information that is untrue, inaccurate, or incomplete, or if The Developer has reasonable grounds to suspect that the information you provide is untrue, inaccurate, or incomplete, The Developer has the right to void related financial transactions, to revoke all associated software licenses

acquired via such transactions, and to refer to appropriate authorities the details of such incidents.

In-Game Currencies and Goods

The Developer's mobile and social games include virtual in-game currency ("Virtual Currency"), such as coins, cash, and/or diamonds, that can be purchased for real money and in turn used to purchase virtual in-game items ("Virtual Items"). Please note that The Developer does not handle and is not responsible for handling transactions acquiring Virtual Currency. All Virtual Currency transactions are handled by third-party e-commerce payment providers. By purchasing in-game Virtual Currency, you are bound by and agree to the third-party payment providers' Terms of Use.

In addition to all third-party obligations, the following shall apply. In no way can Virtual Currency or Virtual Items be exchanged with us or anyone else for real money, goods, other items, or services of monetary value. Transferring Virtual Currency or Virtual Items outside the Games is strictly prohibited, meaning that you may not buy or sell Virtual Currency or Virtual Items for real money or otherwise exchange Virtual Currency or Virtual Items for items of value outside the Games.

You also agree that all prices and sales of Virtual Currency and Virtual Items are final. Neither third-party payment providers nor The Developer issue refunds for completed transactions. Please note that you only purchase a limited, revocable, non-transferable license to use in-game Virtual Currency or Virtual Items, and you agree that you do not own them. In the event your account is limited, terminated, suspended, modified, or deleted for any reason, at The Developer's sole and absolute discretion, or if The Developer discontinues its Games, you forfeit any and all Virtual Currency and Virtual Items earned or purchased. The Developer has the absolute right to manage, regulate, control, modify, and/or eliminate Virtual Currency and/or Virtual Items as it sees fit and at its sole discretion, and The Developer is under no obligation to compensate you or anyone else for any resulting losses.

Rights to Content

"Content" refers to all software (including without limitation all games, titles, and computer code), communications (including without limitation all stories, dialogues, concepts, documentation, and character profile information), images, sounds, audio-visual effects, accounts, Virtual Currency and Virtual Items, and material produced by The Developer and/or received or made available while playing the Games or developed during the course of the Games. Content also includes all feedback,

comments, or suggestions that The Developer receives from you regarding the Games. Unless otherwise expressly stated in writing, you understand and agree that all Content is owned, controlled, and/or licensed by The Developer. The Developer reserves the right to use all Content for any purpose, including without limitation all commercial and/or promotional use, without restriction by or compensating you. All Content is copyrighted under the copyright laws of the Russian Federation and/or similar laws of other jurisdictions, protecting it from unauthorized use. The Developer reserves all rights, including, without limitation, all intellectual property rights and other proprietary rights to and relating to its Games. You are not permitted to copy, redistribute, publish, create any derivative work from, or otherwise exploit our Content or any part of our Content in violation of The Developer's and/or any other third party's intellectual property rights. The Developer, its logos, Game titles, and all related characters and elements are trademarks of The Developer and may not be used without its prior written consent.

If you are deemed to have retained any right to, title of, or interest in our Content or any part of our Content, you agree to and hereby assign solely and exclusively to The Developer all of your rights to, titles of, and interests in such Content or any part of such Content without additional consideration and in perpetuity under all applicable laws. If, for any reason, such assignment is ineffective under applicable law, you hereby grant The Developer the sole, exclusive, irrevocable, sublicensable, transferable, worldwide, royalty-free license to reproduce, modify, create any derivative work from, publish, distribute, sell, transfer, transmit, publicly display, use, and practice such Content or any part of such Content, and to incorporate the same in other works in any form, media, or technology now known or later developed. To the extent permitted by applicable laws, you hereby agree to waive all moral rights or rights of publicity or privacy you may have to such Content.

At our discretion, The Developer representatives or technology may monitor certain Content in the Games, though it cannot and makes no undertaking to monitor all Content. We may edit, refuse to post, or remove any Content posted in the Games or in any Games-related sources that is deemed objectionable or violates these Terms or the spirit of these Terms at our sole discretion and determination. If you encounter something you find objectionable and in violation of these Terms, you can bring it to our attention by contacting us. You understand and agree that we are not responsible or liable for any Content generated by users of the Games. This implies that users, not us, are entirely responsible for the completeness, accuracy, and/or usefulness of all the Content they upload, communicate, transmit, and/or otherwise make available via our Games and related services.

You acknowledge and agree that The Developer may use built-in tracking features to obtain information regarding your use of the Games in order to improve the services we provide, and agree that such information is deemed to be Content for all intents and purposes under these Terms.

Information Provided by You

The use of all materials and information sent through or in connection with this website and/or The Developer's software by you is subject to our Privacy Policy.

Use of Software

The software available for download on this website or in app stores, as well as available on social networks, and all its documentation are the copyrighted work of The Developer. Use of that software is governed by the terms of the end-user license agreement that accompanies or is included in it. You are not able to use, download, or install any software without first agreeing to the terms of the end-user license agreement that accompanies or is included in it.

You may not use, copy, republish, download, modify, distribute, license, sublicense, decompile, disassemble, create a derivative work based on, or reverse engineer the software or other products, services, or processes accessible through our website or Games except as expressly authorized herein or in the applicable end-user license agreement. You also acknowledge and agree that you will not transmit, upload, or attempt to transmit or upload viruses, adware, spyware, worms, or any other malicious or invasive code.

The software is supplied "AS IS." The Developer disclaims all warranties, expressed or implied, including, but not limited to, warranties of merchantability and fitness for any purpose with respect to the software. You assume the entire risk of using the software.

You understand that The Developer's introduction of various technologies may not be consistent across all platforms and that the performance and some features offered by us may vary depending on your device and other equipment.

The Developer grants you a non-exclusive, non-transferable, revocable, and limited license to use our software. You may not use The Developer software for any purpose other than that described in the license granted to you. Any illegal use of our software is solely your responsibility.

User Conduct

You may be required to register an account (the “Account”) on the Service. Your use of the Service is governed by and maintained and enforced by The Developer through “User Conduct.” You are entirely responsible for knowing, understanding, and abiding by User Conduct. The User Conduct rules are not exhaustive, and The Developer reserves the right to determine which conduct is considered to be outside the spirit of the Games and to take disciplinary measures, including the termination and deletion of user accounts. User Conduct governs all aspects of your interaction with the Games, including, without limitation, selecting an in-game name, posting messages, interacting with other users, and otherwise accessing the Games.

You acknowledge and agree that if The Developer finds, at its sole discretion, that you have violated User Conduct, you may no longer have access to the violating item/items and/or your access to and use of our Games may be suspended or terminated.

You agree that you will not:

- Transmit or post any content or use language deemed to be offensive at The Developer’s sole discretion, including, without limitation, content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically, or otherwise objectionable, nor may you misspell or use an alternative spelling to circumvent or attempt to circumvent the content and language restrictions listed above
- Post and/or make available to the public any other user’s personal information in the Games and/or any game-related services without that user’s express written consent, though users may communicate their own personal information
- Violate the contractual, personal, intellectual property, or other rights of any party, or promote or constitute illegal activity
- Improperly use The Developer’s support services, including without limitation submission of false reports of abuse or misconduct by any party
- Disable, interfere with, or circumvent any security feature of the Games or any feature that restricts or enforces limitations on the use of or access to the Games or Content
- Participate in any activities and/or perform any actions that, in The Developer’s sole opinion, lead to, result in, or may result in an authorized user of the Games being defrauded of Virtual Currency or Virtual Items that user has earned through authorized gameplay and/or purchased in the Games

- Sell The Developer's Games or any of their parts, including but not limited to Virtual Currency or Virtual Items, user accounts, and/or access to user accounts to any party in exchange for real currency or items and/or services of monetary value
- Engage in cheating or any other fraudulent activity deemed by The Developer to be in conflict with the spirit of the Games
- Use or take part in the use of any unauthorized third-party software designed to modify or interfere with the Service and/or any The Developer's Games
- Share your password or any credentials you may use to access your Account with anyone
- Purchase, sell, rent, or give away your Account, or otherwise make available your Account to any third party; create an Account using a false identity or information, or on behalf of someone other than yourself
- Use your Account for commercial purposes, including but not limited to advertising, or solicitation, or transmission of any commercial advertisements (junk or spam emails, chain letters, etc.)

Termination

We reserve the right to suspend or terminate your access to any or all of the Games (including by deleting your account) at any time if we reasonably believe that you have violated or breached any of these terms. In the event that we suspend or terminate your account, you will have no further access to your account and/or any Content associated with it. As stated above, The Developer and third-party e-commerce payment providers will not issue any refund to you for Virtual Currency or Virtual Items acquired, developed during, or purchased in the Games.

Minors

You must be at least 13 years old to access and/or use our website or Games. If you are a minor over the age of 13, we recommend seeking consent from a parent or legal guardian before accessing and/or using our website or Games.

Applicable Law

These Terms of Use and all disputes relating to them shall be governed by and construed in accordance with the laws of the Russian Federation.

Severability

You and The Developer agree that if any part of these terms is or becomes, in whole or in part, invalid or unenforceable under any applicable local laws or court, it is to be deemed severed from these terms to the extent of its invalidity or unenforceability, and the rest of the terms shall remain in full force and effect.

Supplemental Policies

Additional policies related to specific services (including but not limited to forums, contests, or loyalty programs) can be issued by The Developer. Your right to use such services is subject to the pertinent policies and these Terms of Use.

YOU AGREE THAT YOUR USE OF THE INFORMATION, CONTENT, OR SERVICES ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If you have any questions or comments, please contact us at support@The Developer.co. Please also see our Privacy Policy.

Types of Personal Information We Collect and How We Use It

The types of Personal Information we may collect (directly from you or from Third-party sources) and our privacy practices depend on the nature of the relationship you have with The Developer and the requirements of applicable law. Some of the ways that The Developer may collect Personal Information include:

- you may provide Personal Information directly to The Developer through interacting with the Services, participate in Services feedback, questionnaires, surveys, or contests or participating in forums discussions, and requesting Services, or information; and
- as you navigate the Services, certain passive information may also be collected about your visit, including through Cookies and similar technologies as described below.
- Primary goals in collecting information are to provide and improve our Services, to administer your use of the Services and to enable you to enjoy and easily navigate our Services. We endeavor to collect only that information that is relevant for the purposes of Processing. Below are the ways we collect Personal Information and how we use it.

Types of Personal Information We Collect

The Developer collects Personal Information regarding its current, prospective, and former clients, customers, users, visitors, and guests (collectively "Individuals").

Information Collected from Third-parties when Installing and Playing the Games

If you play any of the games or use any of the Services on connected Third-party applications or connect the Services to any Third-party applications, like Apple, Google, Amazon and/or from Social Networking Sites ("SNS") such as Facebook, The Developer may receive certain information about you from the provider of the Third-party application. The information received depends the Third-party application, your privacy settings and, if applicable, your friends' privacy settings on that Third-party application

When you connect with the Services through an SNS, the information that The Developer collects may include your first and last name, your SNS user identification number and/or user name, your profile picture or its URL, location, sex, the login e-mail you provided to that Third-party application when you registered with the SNS, age-range (e.g. min 21), locale, language of your application, time zone and the SNS user identification numbers for your friends who are also connected to the Services.

When you use any of the Services, games or applications on a mobile platform, The Developer may collect and record certain information such as your unique device ID (persistent/non-persistent), your device operating system, version, model, CPU, amount of RAM and disk space, hardware type, Identifier For Advertising (IDFA), Advertising ID, the version of your operating system ("OS"), your device name, Game Center ID, and your location based on your Internet Protocol ("IP") address. This information is useful to The Developer for troubleshooting and helps The Developer understand usage trends.

As part of the payment processing through Third Parties, The Developer does not collect, store and use personally identifiable information, such as your name, address, credit card number, phone number, and your e-mail address. The Developer does not have access to your credit card or bank account data. However, Third Party payment processors may share non-financial information with us related to your purchases, like the items

purchased to fulfill your order.

You can manage the information The Developer receives about you from a Third-party application on which you play our games, like Facebook, and you will need to follow the instructions for the Third-party application for changing your privacy settings. You also can manage some aspects of information collection and use by visiting the settings page of your mobile device and reviewing the permissions of each application (app).

If you access our Services from a Third-party application or connect our Services to a Third-party application, you should also read that Third-party application's terms of service and privacy policy.

Information Collected Directly from You

When you use the services or engage in certain activities, such as Registering for an Account with our games, responding to surveys, requesting services or information, or contacting us directly, we may ask you to provide some or all of the following types of information.

Registering for an Account. When you create an account in our Services, we may ask you to submit Personal Information such as your name, email address, player name, password and profile information (such as profile photo).

Communications with Us. We may collect Personal Information from you such as email address, phone number or mailing address when you choose to request information about our Services, request to receive customer or technical support, or otherwise communicate with us.

User Reviews. From time to time, you may share your comments about our games and provide certain information that may include Personal Information. All information collected from your participation in such reviews is provided by you voluntarily. We may use such information to improve our products, Sites and/or Services and in any manner consistent with the policies provided herein.

Fan Pages, Forums, and Posting on the Site. The Developer may offer publicly accessible fan pages, blogs, private messages or community forums. You should be aware that when you disclose information about

yourself on The Developer' fan pages, blogs, private messages, and community forums, the Site will collect the information you provide in such submissions, including any Personal Information. If you choose to submit content to any public area of the Site, such content will be considered public and will not be subject to the privacy protections set forth herein.

Registration for Contests. Occasionally, The Developer may run contests. We ask those who enter the contests to provide contact information (e.g., an e-mail address). If you participate in a contest, your contact information may be used to reach you about the contest and for other promotional, marketing and business purposes. All contest entry forms will provide a way for participants to opt out of any communications that are not related to awarding prizes.

Automated Data Collection

We or the Service Providers acting on our behalf, such as Fabric Analytics and Google Analytics, may store log files and use tracking technologies such as Cookies, web beacons and/or tracking pixels.

We may collect certain information automatically by using such technologies through our Services or other methods of web analysis, such as your Internet protocol (IP) address, cookie identifiers, mobile advertising identifiers, your mobile device's identifiers like your Identifier For Advertising (IDFA), Advertising ID, Game Center ID, the type of computer or mobile device you are using, your device's operating system, version, model, hardware type and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type and language, hardware type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, the amount of time you spend on each page, information about the links you click and pages you view within the Services and other actions taken through use of the Services such as preferences.

In some cases, we will connect this information with your social network ID, Device ID, Game Center ID or Advertising ID. For more information on the tracking technologies, please refer to Section.

You agree that The Developer is free to use the content of any communications you submit via the Services, including any ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing the Services. The Developer will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) you grant us permission to do so; (b) we first send notice to you that the materials or other information you submit to a particular part of a Service will be published or otherwise used with your name on it; or (c) we are required to do so by law.

Ad Networks

The Developer may feature advertising within the Services. The advertisers may collect and use information about you such as:

- performance and game contextual data like your games session activity;
- aggregated and/or de-identified information that is not intended to specifically identify a user; and
- technical information such as device identifier, Advertising ID, and IP address.



Ad Networks may use this information to provide interest-based or targeted advertisements to you.

Social Media Widgets

The Services includes Social Media Features, such as the Facebook and Twitter button, and Widgets, such as the “Share” button or interactive mini-programs that run on the Services. These features may collect your IP address and which page you are visiting on the Services and may set a cookie to enable the feature to function properly. Social Media Features and Widgets are either hosted by a Third Party or hosted directly on the Services. Your interactions with these features are governed by the privacy policy of the company providing it.

To protect you from such a data transfer to the social media provider, we implemented technical protection measures (“2 click solution”). This allows you to agree to the data transfer to the corresponding social media provider

on a case-by-case basis or permanently by activating the respective sharing button. You can withdraw a permanent agreement at any time.

How We Use Your Information

Our primary goals of using the information that we collect and store are to provide a better gaming experience, provide the Services to you, improve the Services, contact you, conduct marketing and research activities and create reports for internal use. We store information on servers located in the United States via Amazon Web Services and may store information on servers, cloud technologies and equipment in other countries.

We collect, store, use and process Personal Information for a variety of business purposes, including:

Provide Services or Information Requested

The Developer may use information about you to fulfill requests for Services, including:

- to operate, improve and optimize our games and other Services;
- to create game accounts and allow users to play our games;
- to personalize our Services, understand our users and their preferences to enhance user experience and enjoyment using our Services and improve our users' experience;
- to provide access to certain areas, functionalities and features of our Services;
- to notify you about in-game updates, new products or promotional offers;
- to send related information, including confirmations, technical notices, updates, and security alerts and support and administrative messages;
- to enable players to communicate with each other in games or on our social media accounts;
- to respond to your comments and inquiries and provide customer support services;
- to prevent potentially prohibited or illegal activities and protect of our players;
- to measure interest in our Services;
- to ensure internal quality control; and
- to verify Individual identity.

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Inform You about Our Games, Products and Services

The Developer may use Personal Information to provide you with materials about offers, products and Services that may be of interest, including new games, content or Services. The Developer may provide you with these materials by in-game offers, push notification, Facebook notification, online or offline marketing or email, as permitted by applicable law, including:

- to deliver advertising and marketing and promotional information to you;
- to tailor content, advertisements and offers;
- to notify you about products and services or upcoming special offers/events that may be interest of you; and
- to notify you about rewards, surveys, contests or other promotional activities or events sponsored or managed by us or our Business Partners.

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You can opt out at any time from receiving the such materials by clicking on the opt out link provided in all marketing mailings, by turning off notifications from mobile device or SNS settings or by sending an e-mail to privacy@The Developer.com without incurring any costs.

Send Push Notifications

The Developer may occasionally use push notifications through The Developer' mobile applications to send you game updates, high scores and other Services-related notifications that may be important to you. You may at any time opt out from receiving these types of communications by turning them off at the device level through your settings.

Use Anonymous and Aggregated Information

We may use Personal Information and other information about you to create anonymized and aggregated information, such as de-identified demographic information, de-identified location information, information about the computer or device from which you access our Services or other analyses we create. Anonymized and aggregated information is used for several functions, including the measurement of visitors' interest in and use

of various portions or features of the Services. Anonymized or aggregated information is not Personal Information, and we may use such information in a number of ways, including research, internal analysis, Analytics and any other legally permissible purposes. We may share this information within The Developer and with Third Parties for our or their purposes in an anonymized or aggregated form that is designed to prevent anyone from identifying you.

Provide Services via Mobile Devices

From time to time, we may provide Services that are specifically designed to be compatible and used on mobile devices. We will collect certain information that your mobile device sends when you use such Services, like a device identifier, user settings, location information, mobile carrier and the operating system of your device. Mobile versions of our Games may require that users log in with an account. In such cases, information about use of mobile versions of our Games may be associated with accounts.

Cookies, Pixel Tags, Web Beacons, Analytics Information and Interest-based or Targeted Advertising

We, as well as Third Parties that provide content, advertising or other functionality on our Services, may use Cookies, pixel tags and other technologies ("Technologies") to automatically collect information through the Services. We use Technologies that are essentially small data files placed on your computer, tablet, mobile phone or other devices (referred to collectively as a "device") that allow us to record certain pieces of information whenever you visit or interact with our sites, services, applications, messaging, and tools and to recognize you across devices.

- **Cookies.** Cookies are small text files placed in visitors' computer browsers to store their preferences. Most browsers allow you to block and delete Cookies. However, if you do that, the Site may not work properly.
- **Pixel Tags/Web Beacons.** A pixel tag (also known as a web beacon) is a piece of code embedded on the Site that collects information about users' engagement on that web page. The use of a pixel allows us to record, for example, that a user has visited a particular web page or clicked on a particular advertisement.

- **Social Media Widgets.** Our Website includes social media features such as the Facebook “Like” button and Linked-In (that might include widgets such as the "share this" button or other interactive mini-programs). These features may collect your IP address and which page you are visiting on our site and may set a cookie to enable the feature to function properly. These social media features are either hosted by a Third Party or directly on our Website. Your interactions with these features are governed by the privacy policy of the company providing it.
- **Analytics.** We may also use Google Analytics and Google Analytics Demographics and Interest Reporting to collect information regarding visitor behavior and visitor demographics on some of our Services and to develop website content. This Analytics data are not tied to any Personal Information. The Information generated by Google Analytics about the use, including the current but truncated user's IP address, is transmitted to a Google server in the United States and stored there. Since we have activated IP anonymization, your IP address will be truncated by Google within an European Union member state or a member state of the European Economic Area before transmission in the United States.

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Our uses of such Technologies fall into the following general categories.

- **Operationally Necessary.** We may use Cookies, web beacons or other similar technologies that are necessary to the operation of our sites, services, applications and tools. This includes technologies that allow you access to our sites, services, applications and tools and that are required to identify irregular site behavior, prevent fraudulent activity and improve security.
- **Performance-related.** We may use Cookies, web beacons or other similar technologies to assess the performance of our websites, applications, services and tools, including as part of our analytic practices to help us understand how our visitors use our websites.
- **Functionality-related.** We may use Cookies, web beacons or other similar technologies that allow us to offer you enhanced functionality when accessing or using our sites, services, applications or tools. This may include identifying you when you sign into our sites or keeping track of your specified preferences, interests or past items

viewed so that we may enhance the presentation of content on our sites.

- **Advertising or Targeting-related.** We may use first-party or Third-party Cookies and web beacons to deliver content, including ads relevant to your interests, on our sites or on Third Party sites. This includes using technologies to understand the usefulness to you of the advertisements and content that have been delivered to you, such as whether you have clicked on an advertisement.

If you would like to opt out of the Technologies we employ on our sites, services, applications or tools, you can do so by blocking, deleting or disabling them as your browser or device permits.

Opting Out of Cookie Tracking

You can set your web browser to warn you about attempts to place Cookies on your computer or limit the type of Cookies you allow. Flash Cookies operate differently than browser Cookies, and cookie management tools available in a web browser may not remove flash Cookies.

Please be advised that if you disable Cookies, you may lose some of the features and functionality of our Services because the Cookies are necessary to track and enhance your game activities.

Third-party Websites, Social Media Platforms and Software Development Kits

The Site may contain links to other websites, and other websites may reference or link to our Site or other Services. These other domains and websites are not controlled by us, and we do not endorse, screen or approve and are not responsible for the privacy practices or content of such other websites or applications. We encourage our users to read the privacy policies of each and every website and application with which they interact. You visit these other websites or applications at your own risk.

The Developer' Services may include publicly accessible blogs, community forums or private messaging features. The Site and our other Services may also contain links and interactive features with various social media platforms (e.g., widgets). If you already use these platforms, their Cookies may be set on your device when using our Site or other Services. You should be aware that Personal Information that you voluntarily include and transmit online in a publicly accessible blog, chat room, social media

platform or otherwise online or that you share in an open forum may be viewed and used by others without any restrictions. We are unable to control such uses of your information when you interact with a social media platform, and by using such services, you assume the risk that the Personal Information you provided may be viewed and used by Third Parties for any number of purposes.

Third-party Payment Processing

We may sell Virtual Items or Merchandise through our Services. When you make purchases through the Services, we process your payments through a Third-party application, including the Apple App Store, Google Play App Store, Amazon App Store (together with any similar applications, "App Stores") and Social Networking Sites ("SNS") such as Facebook. The Third-party application may collect certain financial information from you to process a payment on behalf of The Developer, including your name, email address, address and other billing information. App Stores do not share this information they collect from you with us.