

Flexy Road – Privacy Policy

This Privacy Policy explains how your personal data is collected and processed by Hyper Roll LTD STI (“Hyper Roll” or “Us” or “We”) when you use the Flexy Road mobile application (“The App”).

The App is a free to play game (with optional in-game-purchases), and in order to maintain the high quality and a great game experience we process information from and about you in particular to improve the entire experience in the App and to support internal operations.

We update this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, depending on the specific changes, we will provide you with additional notice or require a renewed consent. We encourage you to review the Privacy Policy whenever you access the App to stay informed about how we process your personal data and how you can protect your privacy.

Collection of information

Information you provide to us

This Privacy Policy only concerns the App. If you submit any information to Hyper Roll through our website or other sites or services, please review the Hyper Roll Privacy Policy or such other privacy policy as applicable for information about how we collect, use and disclose such information.

Information we collect automatically through the app

When you access or use the App, we automatically collect general information about you, including:

- **Log Information:** We log information about your use of the App, including the type of device you use, the features you use, access times and your IP address.
- **Device Information:** We collect information about the device you use to access the App, including information about the device’s software and hardware, unique device identifiers (i.e. Device ID and advertising ID), device tokens for push- messages, mobile network information and time zone.
- **Usage Information:** We collect information relating to your use of the App, including your game progress, scores, achievements and interactions with other players.
- **Consumption information:** We collect information about your consumption habits relating to your use of the App, including which purchases you make with both virtual and real currencies and the reception of virtual goods in-game.

Information we collect from other sources

If you log into the App using a third party site or platform such as Facebook, Apple Game Center and Google Sign-In, we access information about you from that site or platform, such as your screen name, profile information and friend lists, in accordance with the authorization procedures determined by such third party site or platform provided that you have given the third party site in question such consent.

If you log into the App using a third party site or platform, you represent and warrant that (i) your access and use of such features in connection with the App will comply with the applicable terms and policies of such site or platform; and (ii) that you are over the minimum age limit that is prescribed for such third party site or platform by the legislation in the individual jurisdictions.

Use of information – purpose and legal basis

We use information about you for the following purposes in accordance with the legal bases for each type of personal data as described below:

- Log-, device-, usage-, and consumption information
 - are being processed:
 - to provide and deliver the products and services you request and send you related information as requested by you / as agreed with you;
 - to provide and maintain the App and the game experience; and
 - to send you technical notices, updates, security alerts, and support and administrative messages;
Our processing for the above purposes is necessary for the performance of a contract to which you are party in order to support the operation of the App, facilitate the delivery of requested products and services and enable maintenance and update of the App, see Article 6(1)(b) of the GDPR.
 - to provide news and information about the App that we think will be of interest to you;
 - to personalize and improve the App and provide tailored content and features;
 - to monitor and analyze trends, usage and activities in connection with the App; and
 - to provide children (as this term is construed under GDPR in EU, COPPA in the US and relevant applicable legislation in other jurisdictions) with reasonable contextual advertisements in the App.

Our processing for the above purposes is justified by our legitimate interests in providing advertisements and content of interest to you and improving our services in accordance with Article 6(1)(f) of the GDPR (also known as "the balancing-of-interest rule").

- to provide non-child users that have given us consent to share their advertising IDs with our ad network partners (as further specified under Sharing of Information) for the purpose of serving them with personalized advertisement in the App (behavioral advertising).

Our processing for the above purpose is justified by our legitimate interests in providing advertisements and content of interest to you in accordance with Article 6(1)(f) of the GDPR. The disclosure of your advertising ID to third parties for the purposes of behavioral advertising is based on your consent in accordance with Article 6(1)(a) of the GDPR (see more below under Sharing of Information).

- Information from other sources

- are being processed:

- to provide and deliver the products and services you request and send you related information;

Our processing for the above purpose is necessary for the performance of a contract to which you are party in order to facilitate the delivery of requested products and services, see Section 6(1)(b) of the GDPR.

- to link or combine information we get from others to help understand your needs and provide you with better service; and

- to provide news and information about the App we think will be of interest to you;

Our processing for the above purposes is justified by our legitimate interests in providing content of interest to you and improving our services in accordance with Article 6(1)(f) of the GDPR.

We only process your information to the extent that is necessary to achieve the purposes for which the information has been collected.

Storage of information

Hyper Roll will store your personal data for as long as necessary in order to provide you with the App or otherwise fulfil the purposes as described above, unless further storage is required in order to establish, exercise or defend a legal claim or to comply with applicable law, including accounting rules.

Your personal data is deleted or anonymized as soon as it no longer serves one of the above mentioned purposes and in any event no later than three (3) years after your interaction with Hyper Roll has ceased.

Sharing of information

We disclose information about you to the following categories of recipients based on the legal bases in Sections 6(1)(b), 6(1)(c) and 6(1)(f) of the GDPR (see a description of the legal bases above):

- Social networks, see more under "Social Sharing features";
- Third parties if we are required to disclose your personal data by applicable law, rule, regulation, legal process or in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company;
- The authorities if we believe your actions are inconsistent with the spirit or language of our policies or if the disclosure is necessary to protect the rights, property and safety of Hyper Roll or others;
- Other players in order to provide certain in-app features, such as leaderboards, if you log into the App using a third-party service, such as Facebook or Apple Game Center;
- Advertising network companies in order to serve contextual advertisements (the data include your IP-address, Device ID and advertising ID).

Furthermore, if you have given your consent in accordance with Section 6(1)(a) of the GDPR, we share your advertising ID to advertising network companies for the purpose of them serving behavioral advertisements to you within the App. We use or may use the following advertising network companies:

- MoPub, Inc. <https://www.mopub.com/legal/privacy/>
- MoPub, Inc. Partners <https://www.mopub.com/legal/partners/>

The recipients' use of the disclosed information will not be covered by this Privacy Policy. If you have questions concerning the processing carried out by such third parties, you should review their privacy policy.

In connection with our processing, we use data processors such as server hosting providers, technical service providers for supporting internal operations, user login services and analytics service providers.

- GameAnalytics ApS <https://gameanalytics.com/privacy>
- Tenjin, Inc. <https://www.tenjin.io/privacy>

- Facebook Analytics (Facebook, Inc.) <https://www.facebook.com/about/privacy/>
- Firebase (Google LLC) <https://firebase.google.com/support/privacy>

Social sharing features

The App offers social sharing features and other integrated tools (such as the Facebook “Like” button), which let you share actions you take in the App with other media. You must be over the minimum age limit that is prescribed by the legislation in the individual jurisdictions to use any social sharing features integrated in the App. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature.

The App has social features from the following providers:

- Facebook
- Game Center

For more information about the processing carried out by the respective third parties in connection with social sharing features, please visit the privacy policies of the entities that provide these features, which can be found here:

- Facebook: <https://www.facebook.com/about/privacy/>
- Game Center: <https://www.apple.com/legal/internet-services/itunes/gamecenter/>

Children

You must be at least 16 years old to use the App. If you are accepting these Terms and using the App, you warrant that you state the correct age and you are 16 or more years old.

If you have additional questions about Hyper Roll’s privacy practices related to children under the applicable minimum age, please contact us at info@hyperroll.co.

Transfer to third countries

In connection with the processing, we will in certain circumstances transfer your personal data to recipients in the U.S which has been declared an unsafe third country by the European Commission.

We only transfer personal data to entities in third countries that have provided appropriate safeguards to ensure that their level of data protection is in agreement with this privacy policy and applicable law.

Consequently, the transfers will only occur based on the following safeguards:

- If the entity is certified to comply with the principles for data protection under the US-EU Privacy Shield Framework ("Privacy Shield") (you can view the entities certified under Privacy Shield at <https://www.privacyshield.gov/>), or
- If we have entered into standard data protection clauses adopted by the Commission with the entity, which is deemed to offer sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals (you can obtain a copy of the clauses by contacting Hyper Roll).

Security

Hyper Roll takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

Your rights

If you wish to use any of the rights described below, you may contact us at any time by emailing us at info@hyperroll.co.

We process and answer your requests without undue delay and in any event within one month of our receipt of the request unless a longer period is required due to the complexity of the request. In this case, our response time can be up to three months in total as permitted by Article 12 of the GDPR.

Right to request access

You have the right to request access into the data that we are processing on you, see Article 15 of the GDPR, including information about:

- the purposes of the processing
- the categories of personal data concerned
- the recipients or categories of recipient to whom the personal data have been or will be disclosed
- the envisaged period for which the personal data will be stored

Furthermore, you have the right to obtain a copy of the personal data undergoing processing. Please note that the access may be restricted due to intellectual property or trade secrets.

The right to object

You have the right to object to our processing of your personal data on grounds relating to your particular situation when the data are processed based on the balancing-of-interest rule in Section 6(1)(f) of the GDPR, see Article 21 of the GDPR. In this case, we will cease the processing unless there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or if the processing is necessary for the establishment, exercise or defense of legal claims.

You have the right to object to our processing of your personal data for direct marketing purposes at any time. We will cease the processing of your personal data for this purpose after the objection. Please note that if you exercise this right, your user license to use the App will cease automatically.

Right to rectification and erasure

You have the right to have inaccurate personal data rectified, see Article 16 of the GDPR.

Furthermore, you have the right to have your personal data erased where one of the following grounds applies, see Article 17 of the GDPR:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed,
- if you have withdrawn your consent and there are no other legal grounds for the processing,
- if you have objected to the processing and there are no overriding legitimate grounds for the processing,
- the personal data have to be erased for compliance with a legal obligation in Union or Member State law,
- the personal data have been unlawfully processed or
- the personal data have been collected in relation to the offer of information society services.

Please note that your right to erasure may be limited if the data are necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims.

The right to restriction

You have the right to obtain restriction of processing in certain circumstances, see Article 18 of the GDPR. If you have the right to restriction, we will only process your data with your consent or for the establishment, exercise or defense of a legal claim or to protect a person or important grounds of public interest.

The right to withdraw consent

If we have asked for your consent to our processing of your data, you have the right to withdraw your consent at any time, see Article 7 of the GDPR.

If you withdraw your consent, we will cease processing of the data for which you have withdrawn consent, unless we have a legal obligation to keep some or parts of your data.

Please note that if you withdraw your consent, your user license to use the App will cease automatically.

The withdrawal of your consent does not affect the lawfulness of processing based on your consent before its withdrawal.

Data Deletion Request

You may request Hyper Roll to erase without undue delay your personal data when it is no longer necessary for Hyper Roll to retain such data.

In order for your data to be erased you can contact Hyper Roll by info@hyperroll.co with request.

The right to data portability

You have the right to receive the personal data you have provided us with which we process in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller if the processing is based on consent or contract performance, see Article 20 of the GDPR.

Push notifications

We send push notifications or alerts to your mobile device to provide game-related information, service updates, promotional communications and other related messages, if you have agreed to such notifications. You can deactivate these notifications by changing your notification settings on your device.

Contact and complaints

Hyper Roll has the following contact information:

Hyper Roll Bilisim Ticaret ve Sanayi Limited Sirketi

Address: Molla Yusuf Mah. 1422. Sk. Elif Sitesi B No: 3B Ic Kapi No: 4 Konyaalti/Antalya

E-mail: info@hyperroll.co

If you wish to make a complaint over the processing of your personal data, you have the right to lodge a complaint to the relevant supervisory authority.

Flexy Road – Terms of Use

Last updated: 1 September 2018

We are Hyper Roll LTD STI, a company with registered address at: Molla Yusuf Mah. 1422. Sk. Elif Sitesi B No: 3B Ic Kapi No: 4 Konyaalti/Antalya (“Hyper Roll” or “We” or “Us”), is a publisher of games and mobile game applications that are made available via app stores including the Apple Application Store and Google Play Store (our “Games”).

As a precondition for you using the Services, you must agree to these Terms of Service (“Agreement”). By using or otherwise accessing the Services, you agree to the Agreement. If you do not agree to the Agreement, you may not use or otherwise access the Services.

Unless otherwise specified by a component of the applicable Service, the Services are free to use or download but may contain features which may allow you to make purchases within the Services.

1. About

By downloading one of our Games, you accept this Agreement and our Privacy Policy. Your relationship with Hyper Roll will be subject to these and only this Agreement and Privacy Policy.

Each time you download one of our Games to your device a new Agreement is concluded and its terms apply to your use of this Game. By using or otherwise accessing the Services, you agree to the Agreement. If you do not agree to this Agreement and our Privacy Policy, you may not use or otherwise access the Services.

Application stores and platforms may provide their own terms that apply to your relationship with these app stores and platforms.

You represent that you are 16 years or older. If you are younger than 18 years, you can only download our Games and play them on your device, if your parent(s) or legal guardian have/has reviewed this Agreement and allowed you to download our Game and play our Game subject to these Agreement. Hyper Roll may require adequate proof of your identity and age and consent from a parent or guardian at any time.

You represent that you are accessing our Games as a private person. Any commercial use of our Games is not allowed.

2. End-User License Agreement

2.1 License

Subject to the terms of this Agreement, Hyper Roll grants you a non-transferable, non-exclusive, license to (a) use for your personal use, and (b) copy for the purpose of downloading, installing and executing the number of copies for which you are authorized by the download site of each Game on a mobile device that you own or control for your use (the "License").

2.2 Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any Game; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Games, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access any Game in order to build a similar or competitive service or application; (d) except as expressly stated herein, no part of any Game may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in any Game. Any future release, update, or other addition to functionality of any Game (including in-app purchases, additional levels, and gameplay enhancements) shall be subject to the terms of this Agreement, unless otherwise provided in terms associated with such addition. All copyright and other proprietary notices on any Game content must be retained on any copies.

2.3 Local Laws

You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations.

2.4 Modification

Hyper Roll reserves the right, at any time, to modify, suspend, or discontinue the Games or any part thereof with or without notice. You agree that Hyper Roll will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Game or any part thereof.

2.5 Ownership

Games provided to you are licensed to you and not sold. Hyper Roll (and its licensors, where applicable) own all rights, title and interest, including all related intellectual property rights, in and to all Games, excluding your User Content (defined below). This Agreement is not a sale and does not convey to you any rights of ownership in or related to any Game. The Hyper Roll name, logo, and the product names associated with the Games belong to Hyper Roll (or its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Hyper Roll (and its licensors, where applicable) reserve all rights not granted in this Agreement.

2.6 Ads

When you start or stop a Game, it may display an ad. During gameplay, banners, rewarded videos and/or interstitial ads may be displayed.

3. User Content

3.1 User Content

“User Content” of a user means any and all content that such user uploads, distributes, or otherwise provides via any Game. You are solely responsible for your User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Hyper Roll. Hyper Roll is not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

3.2 License

By uploading, distributing, or otherwise using your User Content with any Game, you automatically grant, and you represent and warrant that you have the right to grant to Hyper Roll an irrevocable, non-exclusive, royalty-free and fully paid worldwide license with the right to grant sublicenses to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, solely to display your User Content in any Game.

3.3 Feedback

If you provide Hyper Roll any feedback or suggestions (“Feedback”), you hereby assign to Hyper Roll all rights in the Feedback and agree that Hyper Roll shall have the right to use such Feedback and related information in any manner it deems appropriate. Hyper Roll will treat any Feedback you provide to Hyper Roll as non-confidential and non-proprietary. You agree that you will not submit to Hyper Roll any information or ideas that you consider to be confidential or proprietary.

3.4 Acceptable Use Policy

The following sets forth Hyper Roll’s – “Acceptable Use Policy”:

- You agree not to use any Game to upload, distribute, or otherwise use any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is tortious, trade libelous, defamatory, false, or intentionally misleading, (c) that is harassing, abusive, threatening, harmful, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable, (d) that is harmful to minors in any way; (e) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (f) that violates of any law, regulation, or contractual obligations.
- You agree not to use any Game to (a) upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) collect information or data regarding other users, including email addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); (c) disable, overly burden, impair, or otherwise interfere with servers or networks connected to Games (e.g., a denial of service attack); (d) attempt to gain unauthorized access to the Site or Game or servers or networks connected to Games (e.g., through password mining); or (e) interfere with another user’s use and enjoyment of any Game.

3.5 Enforcement

We reserve the right (but have no obligation) to review any User Content in our sole discretion. We may remove or modify your User Content at any time for any reason in our sole discretion with or without notice to you.

4. Term and Termination

4.1. This User Agreement runs for an indefinite term.

4.2. Either Party may terminate this Agreement at any time by giving 14-days notice (written or electronic communication, e.g. via email, required). You may also terminate the User Agreement with immediate effect by deleting the Game from your device or removing the Game from your Facebook apps.

4.3 If we have reasonable ground to believe that you are in material breach of these Terms of Service, we may suspend your access to our Game and/or terminate this User Agreement. Your breach of Sec. 2 or 3.4. shall be considered a material breach.

4.4 Either Party may terminate the User Agreement for cause without giving notice. The grounds for such termination for cause include material breach of these Terms of Service.

4.5 Upon expiry, you will no longer be able to access the Game that was the subject matter of the User Agreement. Your in-game progress and any other Game-related data will be deleted. Only if Hyper Roll continues to operate the Game, you may again download the Game or access the Game on Facebook whereby a new User Agreement will start to run. However, any game-related data cannot be restored.

4.6. We may (a) suspend your rights to use any Game, and/or any related services or (b) terminate this Agreement at any time for any reason at our sole discretion with or without notice to you, including if we in good faith believe you have violated the Acceptable Use Policy or any other provision of this Agreement. Without limiting the foregoing, Hyper Roll reserves the right to terminate this Agreement with any user who repeatedly infringes third-party copyright rights upon prompt notification to Hyper Roll by the copyright owner or the copyright owner's legal agent.

4.7. Upon termination of this Agreement, your right to use the Game will automatically terminate immediately. You understand that any termination may involve deletion of your User Content associated therewith from our live databases. Hyper Roll will not have any liability whatsoever to you for any termination of this Agreement, including deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 2.2, 2.3, 2.4, 2.5, 3, 4.4, 5, 6, 7, 8, 9, 10, and 11.

5. Indemnity

You agree to defend, indemnify and hold harmless Hyper Roll (and its suppliers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of any Game, (ii) your User Content, or (iii) your violation of this Agreement. Hyper Roll

reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Hyper Roll and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Hyper Roll. Hyper Roll will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. Third Parties

6.1 Application Stores

You acknowledge and agree that the availability of the Game is dependent on the third party from which you received Game, e.g., the Apple iPhone or Android stores (“Application Store”). You acknowledge that this Agreement is between you and Hyper Roll and not with the Application Store. The Application Store is not responsible for the Game, the content thereof, maintenance, support services, and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the Application Store in connection with Game (if any). You agree to comply with, and your license to use Game is conditioned upon your compliance with, all applicable third-party terms of the agreement (e.g., the Application Store’s terms and policies) when using a Game. You acknowledge that the Application Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce this Agreement.

6.2 Third-Party Services

Hyper Roll may permit certain third-party applications (like leaderboards, game networks) to provide content through the Game (“Third Party Services”). The Game may be used to send content provided by the Third-Party Service between users who have the Third-Party Service installed on their device. When you do so, Hyper Roll will share information with the Third-Party Service as described in the Hyper Roll Privacy Policy. Hyper Roll is not responsible for and does not control Third-Party Services. Hyper Roll provides these Third-Party Services only as a convenience to you. Hyper Roll has no obligation to review or monitor and does not approve, endorse, or make any representations or warranties with respect to Third-Party Services. You use all Third-Party Services at your own risk. When you access a Third-Party Service, the applicable third party’s terms and policies apply, including the third party’s privacy policies. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Service.

6.3 Other Users

A Game may contain User Content provided by other users of the Game. Hyper Roll is not responsible for and does not control the User Content. Hyper Roll has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that Hyper Roll will not be responsible for any liability incurred as the result of any such interactions.

6.4 Release

You hereby irrevocably and unconditionally release and forever discharge Hyper Roll (and its suppliers) from any and all claims, demands, and rights of action, whether now known or unknown, which relates to any interactions with, or act or omission of, any Third Party Service, other Games users, or Third Party Advertisers. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. Disclaimers

7.1 GAMES ARE PROVIDED "AS-IS" AND AS AVAILABLE AND Hyper Roll (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. Hyper Roll (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT ANY GAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

7.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation on Liability

8.1 IN NO EVENT SHALL Hyper Roll (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR Hyper Roll PRIVACY PRACTICES, ANY GAME, EVEN IF Hyper Roll HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, ANY

GAME ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Hyper Roll's LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR Hyper Roll's PRIVACY PRACTICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU'VE PAID Hyper Roll IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT SHALL Hyper Roll's SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

8.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. Fees

9.1. In-app purchases.

1. Hyper Roll may license to you certain virtual goods to be used within the Service and which you may purchase with real cash or which you may earn or redeem via gameplay ("Virtual Items"). Virtual Items are licensed to you on limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for non-commercial use.
2. Hyper Roll may manage, control, modify or eliminate Virtual Items at any time, with or without notice.
3. The transfer of Virtual Items is prohibited, except where expressly authorized in the Services, if any.
4. Virtual Items do not have an equivalent value in real cash and do not act as a substitute for real world money. Neither Hyper Roll nor any other person or entity has any obligation to exchange Virtual Items for anything of value. Hyper Roll has no liability for hacking or loss of your Virtual Items.
5. Price and availability of Virtual Items are subject to change without notice.
6. Subject to mandatory legislation, all purchases and redemptions of Virtual Items made through the Services are final and non-refundable. You acknowledge and consent that the provision of Virtual Items for use in Services is a process that commences immediately upon purchase and you forfeit your right of withdrawal once the performance has started.
7. Subject to mandatory legislation, you agree that Hyper Roll is not required to provide a refund for Virtual Items for any reason, and that you will not receive money or other

compensation for unused Virtual Items, whether your loss of license under these Agreement was voluntary or involuntary.

8. If you request that your personal data to be erased as specified in Hyper Roll 's Privacy Policy, you will permanently and without a right to a refund lose all your Virtual Items as Hyper Roll can no longer associate such Virtual Items with you.
9. YOU ACKNOWLEDGE THAT Hyper Roll IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN YOU DELETE YOUR ACCOUNT OR WHEN YOU CEASE TO USE THE GAME.

9.2. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). Subscription provides access to dynamic content or services from within the Game on an ongoing basis. Subscriptions may be available at different fees chargeable for a set period of time specified in the Game ("Subscription Period"). Payment will be taken from Your iTunes or Google Play account ("Account") when You confirm the Subscription by available confirmation tools of the Game. Trial Subscription is offered free of charge for a certain period of time from activation specified in the relevant offer in the Game. If You do not cancel the Subscription within such period, Subscription Fee shall be taken from Your Account when the trial period expires. Please note that Your Subscription begins immediately after the activation of a trial Subscription, not after the seven-days trial period. You may cancel a subscription during its free trial period using the Subscription setting of Your Account. Hyper Roll can not cancel your free-trial subscription if it has already been activated. Subscription is automatically renewable, unless You turn off it at least 24 hours before the expiry of the current Subscription. Subscription Fee shall be taken from Your Account during 24 hours preceding the expiry of the current Subscription. In case Subscription Fee cannot be taken from Your Account due to absence of monetary funds, invalidity of credit card or for any other reasons, Your Subscription is automatically cancelled. Once You have bought a Subscription, You can manage it and switch off automatic renewal at any time after the purchase in Your Account setting. You cannot cancel Your current Subscription if it has already been activated. Except when required by law, paid Subscription Fees are non-refundable. Hyper Roll in its sole discretion and at any time may modify the Subscription Fee. Any Subscription Fee change will become effective at the end of the current Subscription period. You will be provided a reasonable prior notice of any change in Subscription Fee. If You do not take action to agree to the increase in Subscription Fee, Your Subscription shall expire at the end of the current Subscription period. You acknowledge and agree that all billing and transaction processes are handled by App Store or Google Play, from which platform You downloaded the App, and are governed by their terms and conditions. If You have any payment related issues, then You need to contact App Store or Google Play directly.

10. Miscellaneous

10.1. Changes to this Agreement

This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Games. Continued use of our Games following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. The date on which the latest update was made is indicated at the top of this document. We recommend that you print a copy of this Agreement for your reference and revisit this webpage from time to time to ensure you are aware of any changes.

10.2. Notice

Any notice provided to Hyper Roll pursuant to this Agreement should be sent to info@hyperroll.co

10.3. Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.4. Entire Agreement

This Agreement is the final, complete and exclusive agreement between you and Hyper Roll with respect to the subject matters hereof (including all Games) and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior End-User License Agreements and Terms of Service or Privacy Policy). Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". Your relationship to Hyper Roll is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned by you without Hyper Roll's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. Hyper Roll may assign this Agreement in connection with a merger, acquisition,

reorganization or sale of all or substantially all of its assets, or other operation of law, without your consent. The terms of this Agreement shall be binding upon assignees.

11. Apple Application Store Additional Terms and Conditions

The following additional terms and conditions apply to you if you are using a Game from the Apple Application Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section 10, the more restrictive or conflicting terms and conditions in this Section 10 apply, but solely with respect to Games from the Apple Application Store.

11.1 Acknowledgement

Hyper Roll and you acknowledge that this Agreement is concluded between Hyper Roll and you only, and not with Apple, and Hyper Roll, not Apple, is solely responsible for Game and the content thereof. To the extent this Agreement provides for usage the rules for Game that are less restrictive than the Usage Rules set forth for Game in, or otherwise is in conflict with, the Application Store Terms of Service, the more restrictive or conflicting Apple term applies.

11.2 Scope of License

The license granted to you for Game is limited to a non-transferable license to use Game on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the Application Store Terms of Service.

11.3 Maintenance and Support

Hyper Roll is solely responsible for providing any maintenance and support services with respect to Game, as specified in this Agreement (if any) or as required under applicable law. Hyper Roll and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Game.

11.4 Warranty

Hyper Roll is solely responsible for any product warranties, whether expressed or implied by law, to the extent not effectively disclaimed. In the event of any failure of Game to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for Game to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Game, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Hyper Roll's sole responsibility.

11.5 Product Claims

Hyper Roll and you acknowledge that Hyper Roll, not Apple, is responsible for addressing any claims of you or any third party relating to Game or your possession and/or use of Game, including, but not limited to: (i) product liability claims; (ii) any claim that Game fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Hyper Roll's liability to you beyond what is permitted by applicable law.

11.6 Intellectual Property Rights

Hyper Roll and you acknowledge that, in the event of any third-party claim that Game or your possession and use of Game infringes the third party's intellectual property rights, Hyper Roll, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.7 Legal Compliance

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11.8 Developer Name and Address

Hyper Roll's contact information for any end-user questions, complaints or claims with respect to Game is set forth in Section 9.2.

11.9 Third-Party Terms of Agreement

You must comply with applicable third-party terms of agreement when using a Game.

11.10 Third-Party Beneficiary

Hyper Roll and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

