

The following terms of service ("Terms") constitute an agreement between you and Cross Math Number Puzzle Development Team, (together with all its affiliates, "Company," or "we," "us," "our"). These Terms govern your access, and/or use of all (A) software programs distributed, published or otherwise made available by the Company including, but not limited to (i) mobile Games (as defined below), (ii) downloadable/installable Games for personal computers, mobile devices, tablets, or any other device (iii) Games accessed by means of a browser or other online communication method, (iv) Games accessed by means of third party platforms, websites and social media sites, including Facebook, (v) your use of the Company's website, (vi) all updates and upgrades to the foregoing (each a "Game" and collectively the "Games"); and (B) services made available by the Company, including but not limited to any services available on the Company's website and services accessed through or provided in relation to the Games (the "Services"). "You" means any adult user of the Games, or any parent or guardian of any minor whom you allow to use the Games or the Services, and for whom you will be held strictly responsible. If you are a minor, you must obtain the permission of your parent or guardian prior to using the Games or Services. If you do not obtain such permission, please do not use the Games or Services.

BY CLICKING ON THE BUTTON MARKED "I AGREE" YOU SIGNIFY YOUR ASSENT TO THESE TERMS. CHANGES MAY BE MADE TO THESE TERMS FROM TIME TO TIME. YOUR CONTINUED USE OF THE GAMES AND/OR SERVICES WILL BE DEEMED ACCEPTANCE OF THE AMENDED OR UPDATED TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT DOWNLOAD, INSTALL, USE OR ACCESS THE GAMES OR THE SERVICES.

#### 1. Services.

(A) SERVICES. You may use the Games and Services in accordance with the terms set forth herein. The Company may, in its sole discretion and at any time, discontinue providing any part of the Games and/or Services without notice. Access to and use of the Games and/or Services is allowed solely for your personal, non-commercial purposes, in accordance with these Terms and any conditions or restrictions associated with particular Games. All other uses are expressly prohibited absent the Company's express written consent. Use of the Services and access to the Games is void where prohibited.

By using the Services, you represent and warrant that: (a) you are 18 years of age or older, have your parent's or guardian's permission to enter into these Terms, or otherwise have the ability to form a binding contract; and (b) your use of the Games and/or Services does not violate any applicable law or regulation or any obligation you may have to a third party. Access to the Services is provided by the downloading of a Game from an app store (such as the Apple App Store, the Google Play Store, and/or the Amazon Appstore). You may also access the Services by logging in through your Facebook account and/or other approved third-party logins. We may change the access method at our discretion. By accessing the Services through Facebook and/or any other approved third-party login, you represent and warrant that the Facebook and/or other third-party login account is yours and you have full rights to provide us with the information in this account.

(B) OWNERSHIP. The Company or its licensors, as the case may be, retain all right, title and interest whatsoever in and to the Games and the Services, and all elements comprising the

Games and Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, as well as computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, text, design, logos, graphics, icons, videos, images, sound effects, musical works, and moral rights whether registered or not and all applications thereof. These Terms do not give you any right, title and/or interest in or to the Games or the Services, including without limitation, Virtual Items (as defined below). Trademarks, services marks and logos displayed on the Games and Services are the exclusive property of the Company unless otherwise stated and may not be used without our express written consent. All rights not expressly granted to you herein are reserved by the Company and/or its licensors, as applicable.

## 2. Content and use of the Games and the Services

(A) Except as specifically permitted herein, and unless explicitly agreed otherwise in writing by the Company, you agree not to: (i) copy, modify, transmit, republish, display, perform, reproduce, distribute, lease, license, sell, rent, convey or otherwise transfer or assign the Games or the Services or any copies thereof in any manner or medium, in whole or in part; (ii) commercially use or exploit the Games, Content (as defined below) or the Services in any manner; (iii) copy the Games or the Services or any part thereof; (iv) reverse engineer, decompile, decipher, disassemble, translate, hack, prepare derivative works based on or otherwise modify the Games or the Services, in whole or in part, or attempt to do any of the foregoing, without our prior written authorization, including framing or mirroring any part of the Games and/or Services; (v) make the Games or the Services publicly available or available on a network for use or download by multiple users; (vi) use or copy the Games or Services at any location-based site; (vii) use or install the Games or the Services on a network, for on-line use, or on more than one computer or mobile device at the same time; (viii) harvest, scrape, build databases, or collect any content returned from the Games or the Services, including, but not limited to, any information about or regarding other users of the Games or the Services; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Games or the Services; (x) falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (xi) misrepresent the source of ownership of the Games or the Services; (xii) transport, export or re-export (directly or indirectly) into any country forbidden to receive the Games or the Services by any applicable law or regulation, or otherwise violate any applicable law or regulation; (xiii) use the Games or the Services to harm anyone or to cause offense to or harass any person or disrupt the Games or the Services in a way that may negatively affect other users' ability to fully enjoy the Games and the Services; (xiv) use the Games or Services to do anything that a reasonable person is likely to believe is not within the spirit of fair play of the Games or these Terms; (xv) disguise, anonymize or hide your IP address, device ID or the source of any User Content (as defined below) that you may upload or interfere with or disrupt servers or networks that provide the Games or the Services; (xvi) defeat or overcome any of the Company's encryption technologies or security measures or data transmitted, processed or stored by the Company, or attempt to do any of the foregoing; (xvii) disrupt the normal flow of a Game or otherwise act in a manner that is likely to negatively affect another user's ability to compete fairly when playing a Game or engaging in real time exchanges; (xviii) violate any requirements or regulations of any network connected to the

Games and/or Services; or (xix) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Games and/or Services.

(B) Use of the Games and Services is void where prohibited. You agree to comply with any applicable laws and regulations. If any applicable laws restrict or prohibit you from using the Games or the Services, you must comply with those legal restrictions or, if applicable, stop accessing the Games and the Services. By using the Games and/or Services, you represent, warrant and covenant that: (i) you are 18 years of age or older, have your parent's or guardian's permission to enter into these Terms, or otherwise have the ability to form a binding contract; (ii) your use of the Games and/or Services does not violate any applicable law or regulation or any obligation you may have to a third party; and (iii) all the information you provide to the Company that regards accessing the Games and/or the Services is and shall remain true, accurate and complete at all times.

(C) Access to the Games and Services is provided by the downloading of a Game from an app and/or play store, as applicable. You may also access the Games and/or Services by logging in through your Facebook account and/or other approved third-party logins. We may change the access method at our discretion. By accessing the Games and/or Services through Facebook and/or any other approved third-party login, you represent and warrant that the Facebook and/or other third-party login account is yours and you have full rights to provide us with the information in this account.

(D) The Company may include measures to control access to the Games and/or the Services, prevent or restrict use or copying of any Content, or otherwise attempt to prevent anyone from exceeding the limited rights granted under these Terms. You agree not to disable, circumvent, infringe on, or interfere with, any such measures of access control.

(E) Certain types of content may be made available through the Games or the Services.

"Content" as used in these Terms means, collectively, all content on or made available on the Games or through the Services, including any data, software, sound, photographs, graphics, video, tags, or other materials of any kind and any modifications or derivatives of the foregoing. The Games and/or Services may allow you to upload certain content including, but not limited to, rating and feedback. All content uploaded by you is referred to as "User Content." You are fully and solely responsible for any User Content you upload via the Games and/or Services. You represent and warrant that: (i) such User Content complies with all applicable law, rules, and regulations that you have all necessary rights to submit any such User Content through the Games and Services, and that no such User Content infringes or violates any third party intellectual property rights, privacy or publicity rights, or moral rights; (ii) to the extent that your User Content creates or gives rise to any copyright or any other intellectual property right you hereby grant the Company an exclusive, royalty-free, fully paid-up, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use the User Content in any way and for any purpose whatsoever whether commercial or otherwise, including, but not limited to, the rights to reproduce, copy, adapt, modify, prepare derivative works of, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute the User Content without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual

property rights by applicable laws; (iii) to the fullest extent permitted by law, you hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to the Company's and other users' use and enjoyment of your User Content in connection with the Games and Services; (iv) agree that the Company has no obligation to accept any request to publish or maintain any User Content; and (v) agree that the Company has no obligation to monitor or protect your rights in any Content that you submit, but you do give the Company the right to enforce your rights in the User Content at the Company's sole and absolute discretion, including but not limited to, the right to take legal action on your behalf. The Company reserves the right to refuse to publicize, remove and/or permanently delete any User Content uploaded by you, without notice and for any reason. The foregoing license granted to the Company, and the above waiver of any applicable rights, survives any termination of these Terms. THE COMPANY DOES NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH ANY CONTENT.

(F) You acknowledge and agree that all User Content that may be sent by any third party when using the Games or the Services, whether publicly posted or privately sent, is the sole responsibility of the person that sent the User Content. You are entirely and solely responsible for all User Content that you make available in any fashion whatsoever via the Games or the Services and you agree not to make available any User Content that: (i) is unlawful or otherwise violates the legal rights of others, including defaming, abusing, stalking or threatening users; (ii) is, or could reasonably be viewed as, invasive of another user's privacy and/or include any personally identifiable information of any person other than yourself, unless you have written approval to include such personally identifiable information of the person to which the personally identifiable information relates; (iii) consists of any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation; (iv) is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (v) publishes falsehoods or misrepresentations that may damage the Company or any third party; (vi) imposes an unreasonably or disproportionately large load on our infrastructure; or (vii) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including material inciting, promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component or (e) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

(G) The Company does not control User Content posted through the use of the Games or the Services by other people and therefore is not responsible for the accuracy, integrity, safety, quality, of or relating to that User Content. You understand that, when playing the Games, you

may be involuntarily exposed to User Content that you may consider offensive, indecent or objectionable, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. Under no circumstances will the Company be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any losses, liabilities or harm of any kind resulting from the use of, or exposure to, any User Content made available through the use of the Games or the Services. The Company has the right, but not the obligation, in its sole and absolute discretion, to remove any User Content at any time. However, you acknowledge that the Company does not actively monitor User Content that is contributed by users of the Games or the Services. You are solely responsible for your interactions with other users of the Games or the Services. THE COMPANY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

(H) The Company respects the intellectual property rights of others and expects its users to do the same. The Company will remove all infringing (User) Content if properly notified that it infringes third party intellectual property rights, and may do so at its sole discretion, without prior notice to users at any time. You may not copy, distribute, make available to the public or create any derivative work from any Content belonging to any other user of the Games or the Services. Under the Digital Millennium Copyright Act of 1998 (the "DMCA"), it is our policy to respond expeditiously to copyright owners who believe material appearing on the Games and Services infringes their rights. If you believe that your intellectual property rights have been infringed by another user, you may send us a notice requesting that the infringing material be removed, or access to it blocked by emailing the following information to support@joyworld.online. If you believe that such a notice has been wrongly filed against you, the DMCA lets you send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. You may send counter-notices to us at support@joyworld.online.

It is our policy to terminate the account of repeat infringers in appropriate circumstances, but we reserve the right to terminate the account of a user that has posted or uploaded any infringing User Content.

(I) The Games and the Services may require an adequate internet connection and/or valid account with an online service in order to be accessed, authenticated and/or properly operated. You acknowledge and agree that third party data transfer fees may apply depending on your data plan and you must consult with your carrier for further information. If you do not maintain such accounts, then the Games and the Services, or certain features thereof, may not operate or may cease to function properly, either in whole or in part.

### 3. Games and Accounts

(A) GAMES. Specific Game rules, scoring rules, controls and guidelines (collectively, "Game Rules") for each Game can be found within the Game itself. All Game Rules form part of these TOS and you agree to comply with all applicable Game Rules. The Company reserves the right in its sole and absolute discretion to withdraw or modify any Game at any time, in whole or in

part, for any reason whatsoever. All Games are provided at the sole discretion of the Company and may be permanently discontinued at any time.

Certain Games may allow you to play against another user of the Games. A Game may provide the option to (i) play against an opponent selected by the Company at random or using certain criteria, or (ii) play against an opponent from your contacts on a platform or social network with which you have allowed the Games to interact. Some Games may also allow you to search for opponents among your contacts or friends (for example, by email address). The Games may also display the display names of your past opponents. By accessing and/or playing any Game that allows you to play against an opponent, you agree to your display name, scores, and other related details being displayed to other users of the Games and/or the Services.

(B) ACCOUNTS. In order to access certain Games and the Services you may be required to establish a unique user account (an "Account") with confidential login credentials. You agree to take all necessary steps to protect your log in credentials and not allow anyone else to access your Account. This includes accounts and login credentials for any social network or platform that you may allow access to the Games. If you fail to keep your login credentials confidential, or if you share your login credentials with any third party (whether intentionally or unintentionally), you accept full responsibility for the consequences (including any unauthorized purchases) and agree to fully compensate the Company for any losses, liabilities or harm that may result. The Company shall not be responsible for any loss suffered as a result of an unauthorized person accessing your Account and the Company accepts no responsibility for any losses or harm resulting from such unauthorized use, whether fraudulently or otherwise. You agree to create only one Account per platform to play the Games and not to use another person or entity's email address in order to access the Games.

The Company reserves the right to delete any Account at any time, including, but not limited to, for breach of these Terms. If you breach these Terms or if there is no activity in your Account for a period of 180 days, then access to your Account may be terminated, including access to any Virtual Money (as defined below) or Virtual Goods (as defined below) associated with the Account, and no refund will be offered to you. You acknowledge and understand that if you terminate your Account, or if the Company terminates your Account in accordance with these Terms, then you may lose access to any data previously associated with your Account, including, without limitation, the level or score you have reached in a Game and any Virtual Items (as defined below) associated with your Account, and you will not be compensated for this loss or receive a refund. You agree not to sell, transfer or try to sell or transfer an Account or any part of an Account including any Virtual Items (as defined below).

#### 4. Third party services and Links

The Games and the Services (including, without limitation, advertisements) may include links to third party services and/or may make third party services available to you. The Company accepts no responsibility for the content of any third party advertisement that may appear in the Games. You acknowledge and agree that the Company makes no promises regarding any content, goods or services provided by such third parties and the Company does not endorse the same. All use of such third-party websites and applications is at your own risk. The Company is not responsible for any charges, losses or liability caused to you by such third

parties, including in connection with payments processed or submitted through such third party websites and applications, or the privacy policies of such third parties. All such third party services are subject to the applicable third party terms and conditions and privacy policy covering the service and you acknowledge that it is your responsibility to carefully review and accept such third party terms and conditions.

#### 5. Payments and purchases

The Games may include virtual currencies such as coins, gold coins and points (“Virtual Money”) or items or services for use within the Games (“Virtual Goods,” and together with Virtual Money, the “Virtual Items”). If you are over 18 years of age you may be able to purchase Virtual Items from the Company in exchange for legal currency and/or other credits. You agree that Virtual Items can never be exchanged for legal currency or any other form of goods or services outside of the Games. You also agree that Virtual Items are non-transferrable and that you shall not transfer or attempt to transfer any Virtual Money and/or Virtual Goods to anyone else. You further agree that you will only obtain Virtual Items from the Company or our authorized partners through the Services, and not in any other way. You do not own Virtual Items but instead, when you purchase the Virtual Items you are provided with a limited, personal and revocable right to use them within the Games. All such Virtual Items shall be deemed an integral part of the Games. Any balance of Virtual Items does not reflect any stored value. Any payment for the use of Virtual Items is always final and non-refundable. The Company may control, regulate, change, modify or eliminate Virtual Items at any time in its sole and absolute discretion, with or without notice to you, and the Company shall have no liability to you or any third party in the event that the Company exercises any such rights. If we suspend or terminate your access to any Game for reason, in accordance with these Terms, you will lose any Virtual Items that you may have and we will not compensate you for this loss or make any refund to you. We may revise the pricing for Virtual Items offered through the Services at any time and at our sole discretion. We may limit the total amount of Virtual Items that may be purchased at any one time, and/or limit the total amount of Virtual Items that may be held in your account in the aggregate.

SUBJECT TO APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT (X) THE COMPANY IS NOT REQUIRED TO PROVIDE A REFUND FOR VIRTUAL ITEMS FOR ANY REASON WHATSOEVER, AND (Y) YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY UNUSED VIRTUAL ITEMS FOR ANY REASON WHATSOEVER REGARDLESS OF WHETHER VOLUNTARY OR INVOLUNTARY. Please note that when you purchase a right to use Virtual Items from the Company, the performance of the Company’s services begins promptly once your purchase is complete and therefore your right of withdrawal is lost at that point.

Depending on the app store you use, all Virtual Items are purchased from your app store provider and such purchase will be subject to the app store’s terms of service and user agreement. If you are unsure about usage rights, you should check with your app store before making a purchase.

#### 6. No Warranty

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GAMES AND SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE COMPANY AND ANY THIRD PARTY LICENSORS TO THE COMPANY (COLLECTIVELY, THE "COMPANY PARTIES") DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, RELATING TO THE GAMES AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, ACCURACY OF DATA (INCLUDING BUT NOT LIMITED TO LOCATION DATA), MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR REGARDING (I) THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE GAMES AND SERVICES; AND (II) THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE GAMES AND SERVICES. THE COMPANY DOES NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE GAMES OR THE SERVICES; (II) THAT THE GAMES OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THAT OPERATION OF THE GAMES AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (IV) THAT THE GAMES OR THE SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SERVICES; OR (V) THAT ANY ERRORS IN THE GAMES OR THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN REPRESENTATIONS PROVIDED BY THE COMPANY OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. IN THE EVENT THAT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, THEN SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### 7. Limitations of liability

We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Games or Services. We assume no responsibility or liability with respect to any Game design or Services and shall not be responsible for any problems or technical malfunction of any telephone network or lines, servers or providers, software, damage to users or to any person's computer, cellular phone and/or other device related to or resulting from participation in or downloading materials in connection with the Games or Services. Under no circumstances shall we or be responsible for any loss or damage, including, without limitation, damages to property, loss of goodwill, computer failure or malfunction and, to the extent permitted by applicable law, damages for personal injuries or death or lost profits, resulting from use of the Games or Services, from any Content posted on or through the Games or Services, or from the conduct of any users of the Games or Services, whether online or offline.

IN NO EVENT SHALL THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS THEREOF BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE POSSESSION, ACCESS, USE OR MALFUNCTION OF THE GAMES OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, ACCURACY, OR UTILITY OF THE GAMES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT A JURISDICTION DOES NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY AND ONLY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY APPLICABLE LAW, WHICH CANNOT BE PRE-EMPTED. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. IN NO EVENT SHALL THE COMPANY'S LIABILITY FOR ALL DAMAGES RELATED TO THE SUBJECT MATTER OF THESE TERMS OR ANY CAUSE OF ACTION (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE LESSER OF (I) THE ACTUAL PRICE PAID BY YOU FOR USE OF THE GAMES AND THE SERVICES AND (II) TEN US DOLLARS (\$10.00).

#### 8. Indemnity

You agree to indemnify, defend and hold the Company, its partners, affiliates, contractors, officers, directors, employees, agents and representatives harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the Games and the Services pursuant to these Terms; (ii) the breach of these Terms by you or anyone using your computer and/or (mobile) device, password or Facebook account or login information (including but not limited to breach of warranties, representations and obligations under these Terms); (iii) any claim, loss or damage experienced from your use or attempted use of the Games or the Services, including any Virtual Items purchased via the Games or Services; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law.

#### 9. General

(A) TERM AND TERMINATION: The term of your rights to use the Games and/or Services granted under these Terms shall commence on the date that you accept these Terms and ends on the earlier date of either (i) your disposal or un-installment of the Games or (ii) the Company's termination of these Terms. The Company may terminate these Terms and your access to the Games and/or Services at any time for any reason whatsoever. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Games and/or Services. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity, behavior or

activities of anyone believed to have violated these Terms or to have engaged in illegal behavior. These Terms and your right to use the Games and Services terminate immediately if you breach these Terms in any way, including making an attempt to circumvent any technical protection measures used in connection with the Games and/or Services. Any suspension or termination of your access shall not affect your obligations to the Company under these Terms (including but not limited to indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination of access. Upon termination of these Terms, you must destroy all copies of the Games and all of its component parts and cease and desist from accessing all Games and Services.

(B) THIRD PARTY BENEFICIARIES. Any Company parties other than the Company are express third party beneficiaries for the purposes of Section 7 “Limitations of Liability” and may enforce the applicable provisions of these Terms against you. All affiliates of the Company shall be express third party beneficiaries of these Terms and may enforce the applicable provisions of these Terms against you.

(C) EQUITABLE REMEDIES: You hereby agree that if these Terms are not specifically observed, the Company will be irreparably damaged, and therefore you agree that the Company shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of these Terms, in addition to any other available remedies.

(D) TRANSFER OF RIGHTS: You agree that the Company may transfer all or a part of its rights or responsibilities pursuant to these Terms without obtaining your consent. You may not transfer any of your rights provided hereunder without the prior written consent of the Company.

(E) MISCELLANEOUS: These Terms represent the complete agreement between you and the Company regarding the subject matter of these Terms and supersede all prior agreements and representations. The Company reserves the right, at its sole and absolute discretion, to change, modify, add or remove portions of these Terms by posting the updated Terms on the Company’s website. You will be deemed to have accepted such changes by continuing to use the Games or the Services. If any provision of these Terms is held to be invalid or unenforceable for any reason, such provision shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible the original intentions of these Terms and the remainder of these Terms shall remain valid and enforceable. The Company’s failure to exercise or enforce any of its rights under these Terms does not waive the right to enforce such right and such waiver of such rights shall only be effective if it is in writing and signed by the Company.

If you have any questions concerning these Terms, you may contact the Company at [crossmathnumberpuzzle@gmail.com](mailto:crossmathnumberpuzzle@gmail.com).