

Privacy Policy

1. Introduction

This Privacy Policy applies to websites, mobile applications, forums, and every kind of blogs of us and any other online or offline services provided by our company. It also applies to our marketing and advertising activities on all platforms and other services that we may provide to you from time to time. In this Privacy Policy we refer to our games and websites and other services collectively as our “Services”.

By downloading our mobile application, accessing and/or playing our games, or interacting with our websites or other Services; or somehow communicating with us, we may collect information about you in accordance with the nature of the information and transaction within the current technical possibilities. You accept, acknowledge, and promise that your personal information and data might be used in limited manner by our company and/or through our company to the extent that it is limited to the format and purposes set forth in this Privacy Policy. If you have any other concerns about providing data to us or it being used as described in this Privacy Policy, you should not use our games or other Services.

Every type of information related to an identified or identifiable natural person constitutes personal data. Processing your personal data signifies all types of transactions performed on the data such as obtaining, recording, storing, preserving, altering, re-arranging, disclosing, transferring, acquiring, making accessible, alignment and preventing access.

Please note that our company is not responsible for the actions of Platforms (defined below), the content of their sites, the use of information you provide to them or any services they may offer.

Our company reserves the right to modify this Privacy Policy and your continued use of the Services shall mean your acceptance of the changes to this Privacy Policy.

2. How We Collect Your Personal Data

We may collect personal data automatically whenever you download or use our Services to your device, whenever you send us your feedbacks or convey your information or support requests directly to our company, from Amazon Appstore, Apple App Store and Google Play App Store (Referred to as “Platforms” together) platforms and the business partners or other third-party companies who have obtained your consent or have another legal right to share such personal with us (including advertising platforms and partners and data aggregators who have obtained). This may include attributes about you and your interests, as well as other games and services you use, demographic and general location information. We will use your personal data as described in this Privacy Policy.

2.1. Personal data that is collected directly from you while you are using Services:

By downloading, accessing and/or playing our games or using our other Services, you consent to the collection of your personal data by our company. When you use Services via Platforms, we may collect certain personal data from you and/or your device. Most of this data comes directly from you or your device, 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 for IOS devices and GAID for Android devices), advertising ID, the version of your operating system ("OS"), your device name, game center ID, and your location based on your Internet Protocol ("IP"). We use this data to provide our games and Services to you, to provide better service to you, to make suggestions, to improve its services, to improve and update our Services, to facilitate the use of Services at the works related to your interest and preferences, including for the purposes of optimization, customizing and in-game offers and verifying purchases, within the framework of legal legislation. We may also use it for the other purposes set out in this Privacy Policy.

Payments for in-app purchases are being carried out by the Platforms. Our company does not collect personal data such as your name, surname, credit card number and e-mail address that you share with the Platforms for the payment. Our company does not have access to your credit card or bank account data. However, Platforms may share non-financial payment information for the items your purchase is being shared with us to fulfill your order.

Providing and optimizing our Services

We use your personal data to enable us to provide our websites, advertising, and other Services to you and to optimize all of them so that we can make them the best they can be for you and all our players. This will include use and analysis of aggregated data to make sure that our websites work properly on all devices and are as enjoyable as they can be for all our players.

Customer Services

We use your personal data, including contact information (e-mail) that you provide directly to us in communications, to provide you with technical support through our customer service channels when you need it or contact with us anyhow. Your contact information will be processed for the purposes of fulfilling your requests, communicating with you, as part of customer service or to send you updates about our games and Services. Finally, we will use your data to manage your account and relationship with us and improve your experience when you use our Services.

User Reviews/Comments

From time to time, you may share your comments about our games and provide certain information that may include personal data. All personal data collected from your participation in such reviews is provided by you voluntarily. We may use such personal data to solve issues you encountered, to fulfill your requests, to improve our products, websites and/or Services and in any manner consistent with the policies provided herein.

Analytics and Research

We use analytics tools, which may include third party analytics tools, to collect information about how you play our games or use our Services. Those tools may use cookies or other similar tracking technologies. We may use your data to carry out research, surveys or to engage directly with you, for example by sending you communications (including by email), for these purposes.

Promotions and Competitions

From time to time we may run promotions or competitions during which we may collect certain personal data from you, such as your name, address, post code, email address or other information or content submitted in order for you to claim a prize. Those competitions will have their own specific terms and conditions, but we will use personal data that you provide in relation to that competition for the purposes of running the competition.

Cheating, Crime and Fraud Prevention

We may use personal data that we hold to prevent cheating, crime, or fraud. We may also need to pass your information to fraud prevention agencies and other organizations involved in crime and fraud prevention, such as the police.

Legal Uses

We may use your data as required or permitted by any applicable law.

2.2. Personal Data Collected from Third Parties

As mentioned above, most of the information that we collect about you comes directly from you when you play our games, or interact with our websites, advertising, or other Services. However, when you allow third party companies to access your personal data (e.g., downloading our mobile applications through Platforms), we also collect information from such Platforms.

3. Purposes for Processing of Your Personal Data

We collect and use your personal data for the following purposes:

- to enable us to provide our games, to ensure that your purchases are activated in the games, and to provide you with player support if you need it;
- to enable us to optimize our games for you and for the device that you are using, as well as to deliver customized in game events, offers and promotions;
- For the other purposes as set out in this Privacy Policy, including for marketing and advertising purposes;
- to operate, improve and optimize our games and other Services;

- 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 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;
- to enable us to comply with laws that apply to us, to prevent fraud, to ensure compliance with our terms of service or where necessary to defend, exercise or establish our legal rights
- to contact you as a part of our recruitment processes; and
- as otherwise expressly set out in this Privacy Policy or as required by law.

4. The Legal Grounds of Processing Your Personal Data

The legal grounds that our company relies upon while processing your personal data are the following:

- Explicit consent and/or your request
- In cases where it is necessary to disclose such information in accordance with applicable laws or regulations or a court judgment or administrative order issued
- Being necessary for the establishment and execution of an agreement
- Being necessary for our company to fulfill its legal obligations as a data controller
- Being necessary for the establishment, exercise, and protection of any right
- Without prejudice to your fundamental rights and freedoms, being compulsory for our company's statutory interests

In data processing activities where your personal data is processed based on the explicit consent, you have the right to withdraw your consent at any time.

Our company's statutory interest in processing your device and usage data is to provide better service to you, to make suggestions, to improve its services, to improve and update our Services, to facilitate the use of Services at the works related to your interest and preferences, within the framework of legal legislation.

Our company undertakes to keep your data and any confidential information strictly private and confidential, without prejudice to the contents hereof, to regard it as an obligation to keep confidentiality, to take all measures and act in due diligence to prevent all or any part of your

information from entering into the public domain or be subject to unauthorized use, or to take measures to prevent the confidential information from disclosure to any third party. If, despite all necessary data security measures taken by our company, the confidential information is damaged because of attacks on the system or captured by third parties, our company shall have no responsibility with that respect.

Our company shall not be responsible for damages caused by the use of information that you disclose in comments or messages given by third parties in public areas. If you share your name, password, etc. used by you when creating the membership record with third parties, our company shall not be responsible for any damages that may arise from the information shared with third parties.

5. The Transfer of Your Personal Data

In case a public institution is authorized to request personal data by the law, your personal data can be transferred to such authorized public institution in accordance with the applicable personal data protection legislations. Requests from judicial authorities will also be fulfilled in accordance with the applicable legislation.

Your personal data may be transferred to our business partners and service providers only if it is required to provide Services with you. The types of Service Providers (data processors) to whom we entrust include companies that provides:

- (i) provision IT and related services;
- (ii) provision of information and services you have requested;
- (iii) customer service activities;
- (iv) analytics and search engine activities that assist us in the improvement and optimization of the Services; and
- (v) any supporting activities in connection with our Services. Our company has executed appropriate contracts with the service providers that prohibit them from using or sharing personal data except as necessary to perform the contracted services on our behalf or to comply with applicable legal requirements.

We may access, preserve, and disclose your personal data, other account information and content if we believe doing so is required or appropriate (e.g. required by Law and similar disclosures):

- (i) to comply with law enforcement or national security requests and legal process, such as a court order or subpoena;
- (ii) to respond to your requests;
- (iii) to protect yours, ours or others' rights, property or safety;
- (iv) to enforce policies or contracts;
- (v) to collect amounts owed to our company;

- (vi) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation or prosecution of suspected or actual illegal activity; or
- (vii) if we, in good faith, believe that disclosure is otherwise necessary or advisable.

In addition, from time to time, server logs may be reviewed for security purposes (e.g., to detect unauthorized activity on the Services). In such cases, server log data containing IP addresses may be shared with law enforcement bodies, so they may identify users in connection with their investigation of the unauthorized activities.

6. Marketing

We and our third-party partners may use personal data collected about you to send you marketing communications about our mobile applications and related Services based on your interests. For example, we may serve ads within our Services or place ads on third party websites and apps.

We may use the information that we hold about you to promote Services in several ways. This might include:

- advertising within third party websites and apps;
- offering you customized promotions for our services in the game you play;
- offering you in-game advertisements and special offers regarding the our services and games.

Information used for Marketing

We use information about you to try to make sure you only see marketing from us that might be of interest to you. This includes using information that we may have about you, such as:

- ad identifiers and other non-personal data collected from your device;
- the games you play and information about how you interact with our games and Services;
- country or region; and
- other information that we might acquire from our third-party marketing partners or other third parties who have obtained your consent or have another legal right to share that information with us.

Marketing Partners

When we market our games in media published by other companies, we use various third-party marketing partners to assist us on our behalf, and we may share data which we have collected about you with such third parties for these purposes.

Our marketing partners may help us to serve ads to you by combining this information with data which they have collected about you elsewhere. They collect this information when you use their services or the websites and services of third parties. Our partners use this information to make assumptions about the kinds of advertising you would prefer to see. If they determine that you would be interested to see an advert for games or Services, they will serve you with an ad of ours while you are using other websites and services.

This Privacy Policy does not apply to the collection of your data by our marketing partners. We recommend that you review our partners' privacy policies for more information.

Cookies Used by the Third Parties

Service providers acting on our behalf, may use cookies or similar technologies to automatically collect information through the Services. Cookies are small text files placed in users' computer browsers to store their preferences. Cookies belonging to such service providers may be set on your device when using our website or Services. Cookies relating to the website will be used by service providers for the purposes set forth below:

- **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 specific 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.

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 activities.

7. Ad identifiers, Software Development Kits and Similar Technologies

To provide our games, websites and interest-based advertising, we use ad identifiers, software development kits and similar technologies. This section describes our use of these technologies.

Ad identifiers and similar technologies are used by us to provide our Services to you and in order to collect data from your device. These technologies allow us and our third-party advertising partners to:

- recognize you and your device;
- provide interest-based advertising to you;
- allow our Services to interact with a third-party social network or Platform (where you have chosen to allow such interaction);
- enable us and third parties to provide you with more customized services, for example to provide our Services in the correct language.

Work of Ad Identifiers and Similar Technologies

Ad identifiers are non-permanent, non-personal identifiers such as the Android advertising ID and/or Apple's ID for advertising, which are uniquely associated with your device. Similar technologies include tracking pixels within ads. These technologies allow companies (including marketers and advertisers) to recognize your device when you use Websites and applications.

Options of Opt-out from Interest-based Advertising

- Opting out of interest-based advertising at a device level: You can choose to prevent your device's ad identifier being used for interest-based advertising, or you can reset your device's ad identifier, by changing the settings of your device. Settings vary from device to device, but you will usually find the ad identifier settings under "privacy" or "ads" in your device's settings.

8. Your Rights Regarding the Protection of Your Personal Data

You have certain rights in connection with your personal data and how we handle it. You can exercise these rights at any time by contacting us via any of the methods set out in the Contact Us section below.

Those rights include:

- **Access to personal data:** You have the right to access your personal data that the Games is using.
- **Correction or deletion of personal data:** You have the right to ask us to correct or complete your personal data if it is wrong or incomplete. You may also have the right to ask us to delete your personal data, when certain conditions apply. Such requests should be sent to the email at the end of this file.
- **Account deactivation:** Should you wish to completely deactivate your account include deleting our games from your mobile devices. Please note that if you completely deactivate your account all your progress in our games and any unspent virtual items will be lost and we may not be able to restore them in the future.
- **Restriction on processing of personal data:** You may have the right to ask us to restrict the use of your personal data, when certain conditions apply.
- **Object to processing of personal data:** You may have the right to object to the use of your personal data by our company, when certain conditions apply.

There are other ways in which you can control the personal data that we collect about you. For instance, you could delete our games from your mobile device. You could also reset your mobile advertising identifier or limit ad tracking altogether using the settings in your phone.

We may occasionally send you push notifications through our mobile applications with game updates, high scores and other notices that may be of interest to you. You may at any time opt out from receiving these types of communications by changing the settings on your mobile device.

If you believe we have misused your data or violated any data protection regulations, you may file a complaint with a Data Protection Authority, for example, the Authority of your place of residence.

You can submit all your claims, deletion requests and questions with respect to such rights to the email at the end of this file. Your requests will be answered as soon as possible and within thirty days at latest.

9. Children's Privacy

We do not knowingly collect or solicit personal data about or direct or target interest based advertising to anyone under the age of 13 or knowingly allow such persons to use our Service. If you are under 13, please do not send any data about yourself to us, including your name, address, telephone number, or email address. No one under the age of 13 may provide any personal data. If we learn that we have collected personal data about a child under age 13, we will delete the data as quickly as possible. If you believe that we might have any data from or about a child under the age of 13, please contact us.

10. Data Retention

Our company retains the personal information collected as described in this Privacy Policy for as long as you use our Services or as necessary to fulfill the purpose(s) for which it was collected, provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements and comply with applicable laws.

Note that if you ask us to remove your personal data, we will retain your data as necessary for our legitimate business interests, such as to comply with our legal obligations, resolve disputes, and enforce our agreements.

11. Security

The personal data that you provide to us is stored on servers that are located in secured facilities and protected by protocols and procedures designed to ensure industry-standard security of such data such as firewalls and data encryption. However, no server, computer or communications network or system or data transmission over the internet can be guaranteed to be 100% secure. As a result, while our company strives to protect your personal data, we cannot ensure or warrant the security of any personal data you transmit to our company or through the Services.

By using the Services or providing personal data to us, you agree that we may communicate with you electronically regarding security privacy, and administrative issues related to your use of the Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Services or sending an e-mail to you.

12. Changes to Our Privacy Policy and Practices

Revision to the Privacy Policy

We may revise this Privacy Policy at our sole discretion, so review it periodically. If you continue to visit this Site and use the services made available to you after such changes have been made, you hereby provide your consent to the changes.

Posting of Revised Privacy Policy

If there are any material changes to this Privacy Policy, we will notify you by email or as otherwise required by applicable law. We will post adjustments to the Privacy Policy on this web page, and the revised version will be effective immediately when it is posted (or upon notice as applicable). If you are concerned about how your information is used, bookmark this page and read this Privacy Policy periodically.

New Uses of Personal Information

Additionally, before we use personal information for any new purpose not originally authorized by you, we will endeavor to provide information regarding the new purpose and give you the opportunity to opt out. When consent of the individual for the processing of personal information is otherwise required by law or contract, we will endeavor to comply with the law or contract.

13. Contact Info of Data Controller

If you have any questions about the privacy practices or this Privacy Policy, please contact our company's data protection officer by email at the end of this file.

Terms of Services

Article -1

PARTIES

The terms of this agreement ("Terms of Services" or "Agreement") govern the relationship between the person ("User") website ("WebSite") and mobile game/application and services (collectively the "Services") of our company. These terms also apply to any other services that our company may provide in relation to the Services, such as customer support, social media, community channels and other websites that we may operate. These Terms of Services constitute legal agreement and contain important information about the rights and obligations of the User.

Our company and the User hereinafter shall be each referred to as Party and jointly as

Article -2

SCOPE

Our company continuously updates, changes, and develops Services at its own discretion. Users can therefore only participate or use Services in its respective form provided at any given time by our company. Our company retains the right to cease the Services at any time without providing any ground for it.

Users are liable for ensuring that their own software and hardware is suitable and up to date.

In addition to these Terms of Services, any existing rules of the Services shall also apply.

In a case that User does not agree to these Terms of Services or any future updated version of them then User is obliged to cease to access and/or use any of Services. If any future update to these terms requires any action from User in order to comply with updates, the access to the Services shall be suspended until such action is done.

Article -3

GRANT OF LICENSE

The Services are available for use only by authorized users in accordance with the terms and conditions set forth in this Agreement. Our company grants limitations provided herein to access and use the Services using a personal computer for the Service or a mobile device if applicable. Services offered by our company are intended solely for the purpose of entertainment. The use of the Services for business or commercial purposes is strictly prohibited. Users shall not sell, copy, exchange, transfer, publish, assign, make available to the public, copy or otherwise distribute anything that User obtains or derives from the Service.

Article -4

ACCESS AND USE OF SERVICES

Users must comply with the laws to be applied in the location where the Services are accessed. If any laws applicable to User restrict or prohibit User from using the Services, User must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services.

User undertakes that all the information provided to our company while accessing and/or using the Services shall remain true, accurate and complete at all times.

User is responsible for the internet connection and/or mobile charges that it may incur for accessing and/or using the Services.

There may be times when Services or any part of them are not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.

User agrees and acknowledges that under no circumstance it will not:

1. use the Services contrary to this Agreement or as in violation of any applicable law;
2. use Services to harm anyone or to cause offense or to harass any person;

engage in any act that our company deems to be in conflict with the spirit or intent of the Services;

1. disguise, anonymise or hide IP address or the source of any Content that User may upload;
2. use the Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
3. remove or amend any proprietary notices or other ownership information from the Services;

interfere with or disrupt the Services or servers or networks;

attempt to decompile, reverse engineer, disassemble or hack any of the Services, or to disable or defeat any of the codification and security measures

1. 'harvest', 'scrape' or collect any information about or regarding other people that use the Services, including, but not limited to any personal data or information
2. deliver, sell, abuse, or enable any third party to use Virtual Items or any other items related to Account

Article -5

OWNERSHIP AND CONTENT

Notwithstanding any provision to the contrary herein, User also acknowledges and agrees that User has no right or title in or to any content that appears in the Services, including without limitation the virtual items appearing or originating in any games, whether earned in a game or purchased from our company, or any other attributes associated with an Account or stored on the Services.

The Services may include contents which may be subject to proprietary rights of other parties. User shall not edit, copy, distribute, publicly reproduce, reverse-engineer, republish, modify, download, distribute, license, sublicense, reverse engineer, or create derivatives, use for advertising purposes, or use beyond the contractually agreed purposes any of our Services, or the content or any portion thereof.

User is obliged to abstain from any act causing the proper functioning of the WebSite, any individual Service and/or offers. Users are also required to abstain from any measure which may allow unauthorized access to data.

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

"User Content" means any communications, images and sounds and all the material, data and information that User uploads or transmits through the Services, or that other users upload or transmit, including, without limitation, any forum postings and/or chat text. User hereby grants to

our company and its licensors, including, without limitation, its respective successors and assigns, a non-exclusive, perpetual, irrevocable, sub-licensable, transferable, worldwide, paid-up right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform or provide access to electronically broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory and use and practice such User Content as well as all modified and derivative works thereof, without compensation to User.

User agrees not to upload, communicate, transmit or otherwise make available any User Content:

1. that is or could reasonably be deemed as unlawful, harmful, harassing, defamatory, libelous, obscene or otherwise objectionable;
2. that is or could reasonably be viewed as infringing of another's privacy and publicity;

that could be deemed against fundamental human rights;

1. which infringes any intellectual property right or other proprietary right of others;
 2. which consists of any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation; or
 3. which results in harming functionality of any computer software or hardware or telecommunications equipment in any manner.
- By accepting the Terms of Services, User hereby provides its irrevocable consent to monitoring and recording by our company. Users shall not refrain from such audits by claiming the privacy.

Article -6

FEES

Within certain Services, our company may offer the User the possibility of ordering certain subscriptions, in-game to be purchased with "real world" money a limited, non-transferable, non-sub-licensable, revocable license to use virtual currency or additional content such as in-game items, customization elements, maps, building accelerations, avatars which ("Virtual Items"), or other goods and services once added to User Account, to be used to maximize the experience within Services. Users will need to have an Account to be able to purchase and use such subscriptions, in-game virtual currency or additional content. In such event, the Terms of Services or any additional term and services to be published by us will apply and shall be integrated to these Terms of Services.

Users will receive specific information on the features available for purchase, particularly the function of the feature in question, how long the feature for purchase will be available (if

applicable), the respective purchasing price, and the payment method available for such Services.

Except when explicitly authorized by our company, (i) transfers of Virtual Items to other user accounts are strictly prohibited; (ii) User shall not buy or sell any Virtual Items for “real world” money or otherwise exchange items for value; and (iii) purported transfers of Virtual Items or the purported sale, gift or trade in the “real world” of anything that appears in the Services shall not be recognized. Any attempt to do any of the foregoing is deemed as a violation of these Terms of Services and will result in an automatic termination of rights to use the Virtual Items and may result in cancellation of User Account. All Virtual Items are forfeited if the Account is canceled or suspended for any reason, or if our company discontinues providing the Services.

User agrees that it will not assert or bring any claim against our company, its affiliates, directors, officers, employees, agents or licensors relating to, (i) a claim regarding any Virtual Items that User owns; or (ii) a claim for an alleged monetary value of Virtual Items lost upon deletion or suspension of its Account or modification, termination or expiration of these terms.

User agrees that all sales performed by our company are final, our company is not under the obligation to refund any transaction any cost taxes expenses related thereto once it has been made. Additionally, User is not entitled to claim any right, compensation, damage, refund for the Virtual Items or additional items.

Article -7

CONSEQUENCES OF A BREACH LIABILITIES

Our company is not liable for damages resulting from a User’s breach of its obligations and liabilities.

Regardless of any additional legal or contractual rights, it is at the reasonable discretion of our company to take the following actions against any User violating the applicable law, third party rights, these Terms of Services, or any respective additional regulations to be applied by us;

1. Remove content;
2. Temporarily or permanently block User from Services and WebSite;

Disable the Account of such User from certain features or cancel the Account;

3. immediately terminate this Agreement.
4. If a User has been blocked or excluded, then such User does not have the right to log in again to a Service provided by our company without the prior consent of our company.

Article -8

LIMITATION OF LIABILITY & INDEMNITY

Our company shall not be liable for any direct, indirect, consequential, punitive, special, or incidental damages (including, but not limited to, those resulting from a loss of business, data, or revenue; reliance on the materials presented; delays; or business interruptions arising out of or in connection with the use or performance of our company's information) regardless of whether our company has been advised of the possibility of such damages, whether in an action in contract or tort (including negligence), or any other legal theory, even if provider has been advised of the possibility of such damages. In no event will our company's aggregate liability under this Agreement exceed the fees paid to us by User. This limitation applies regardless of whether other provisions of this Agreement have been breached or have proven ineffective. The existence of more than one claim will not enlarge or extend these limits.

User will indemnify, defend and/or settle, and pay damages awarded pursuant to, any third party claim brought against our company, which alleges that the use of the Services by User violates any applicable law, or violates, infringes upon or misappropriate any intellectual property right, publicity/privacy rights or that the any act of the User violates any law or other right of a third party.

Article -9

DISCLAIMER OF WARRANTY

The Services and documentation are provided "as is" and "as available". Our company makes no warranties or representations relating to the Services, express or implied, statutory, or otherwise, and expressly excludes the warranty of non-infringement of third-party rights, fitness for a particular purpose or merchantability. Our company does not warrant that the Services will satisfy User's requirements and that the Services are without defect or error or that operation of the Services or WebSite will be uninterrupted.

Our company makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of its information, software, or services. Our company makes no warranty, representation, or guaranty that the information, products, or services will be uninterrupted or error free or that any defects will be corrected. User acknowledges that our company does not control the transfer of data over communications facilities, including the internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Our company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Article -10

MODIFICATIONS

Our company retains the right to modify these Terms of Services (i) in the event of any amendments made due to legal changes, (ii) in the event of any amendments made due to decisions by the competent legal organs, (iii) because of technical necessity, (iv) in order to maintain company operations, (v) in the event of a change in market conditions. Users will be informed of any amendments to this Terms of Services via website. Alternatively, our company upon its sole discretion may send User the amended Terms of Services via email. Users will be

deemed to have accepted such changes by continuing to use any of the Services. If at any point User does not agree to any portion of the current version of the Terms of Services, then such User is obliged to cease the use of Services.

Article -11

MISCELLANEOUS

- **Assignment** User shall not have the right to transfer or otherwise dispose of, whether in whole or in part, the Agreement or the rights and obligations resulting from this Agreement without approval of our company.
- **Links to third Party Providers** Our company may link to third party websites or services from the Services. User understands that our company makes no commitments regarding any content, goods or services provided by such third parties and our company endorses the same. Our company is also not responsible to User in relation to any losses or harm caused by such third parties. Any charges that User incurs in relation to those third parties are User's responsibility. User understands that when it provides data to such third parties, such transfer is held with their privacy policy (if any) and our company's own privacy policy does not apply in relation to such data.
- **Waiver** No waiver by any Party of any condition contained in this Agreement, and no waiver by any Party of any breach of any term, covenant, provision, or agreement contained in this Agreement, in any one or more instances, shall constitute or be deemed to be either (i) a waiver by such Party of any other condition contained in this Agreement or a waiver by such Party of any other breach of any term, covenant, provision or agreement contained in this Agreement, or (ii) a continuous waiver by such Party of such condition of such breach.
- **Entire Agreement** This Agreement supersedes all prior agreements, negotiations, undertakings, representations, warranties and promises between the Parties with regard to the subject matter hereof and contains, the sole and entire Agreement between the Parties in respect of the matters covered hereby.
- **Severability** If any of the provisions of this Agreement is or becomes invalid, illegal, or unenforceable for any reason, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired. The Parties shall nevertheless negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving as closely as possible the same commercial effect, to be substituted for the provisions so found to be void or unenforceable.
- **Partnership** Nothing in this Agreement is intended to be construed so as to constitute User and our company as partners or joint ventures, or either party hereto as the employee, franchisee or legal representative of the other party.
- **Notices** Our company may notify User via postings within the games, in the games, via e-mail or any other communication means using contact information provided to us. All notices given by User or required from User under these Terms of Services or the Privacy Policy will be made to the email address by the end of this file and will include the full name and a detailed description of reasons for contacting us.

- **Costs** All costs, expenses, transfer fees, taxes, duties, or charges (including stamp taxes) directly linked to the execution of this Agreement shall be borne equally by our company and User.

Email: cubeoutjam@gmail.com