TERMS OF SERVICE

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c. Termination. This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.

d. External Services. The Licensed Application may enable access to Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree

not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

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use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

h. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

i. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Apple agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

Welcome to Kinky Games, a service that lets users of smartphones and other mobile devices play fun games and have the chance to win achievements (the “Service”). This Privacy Policy (this “Policy”) describes what information we gather from you on the Services, how we use and disclose that information, and what we do to protect it. By using the Services, you expressly consent to the information handling practices described in this Policy.

This Policy is incorporated into and is subject to the Kinky Games Terms of Service, The practices described in this Policy apply only to our use of information supplied by you to us through the Services. Information collected from you by others, such as third-party web sites that you may access through links on the Service, may also be governed by those third parties’ privacy policies.

INFORMATION WE COLLECT

User-Provided Information: You do not have to register with us to play games on the Service.

Also, we may offer the ability to connect to Third-Party Connected Services (as defined below in the "Third-Party Connected Services" section of this Policy). We collect personal information from those Third-Party Connected Services as described below in that section.
When you launch or use the Service, we automatically collect a variety of information about your mobile device and your use of the Service, such as your IP address, Device ID (as defined below), device type and operating system, browser type, as well as the dates and times you access or use the Service, and actions you engage in using the Service (such as, for example, the types of games you play). This information is gathered for all users.
Location Information: The Service may offer features designed to target advertisements or other content to you based in whole or in part based on your location. The Service may also make suggestions to you based in whole or in part based on your location. We may collect your location based on information provided by you or your mobile device, including, if available, GPS, IP address or cell tower information.
THE WAYS WE USE INFORMATION:

We will use your email address and other contact information to contact you for administrative purposes and for customer service purposes. We may also use your contact information to send you advertisements and promotions regarding our products and services and those of third parties.
We may use location information that you provide or that we collect to provide content (including, without limitation, advertisements) and services to you based in whole or in part on your location.
We may use information that you provide to us or that we collect through the Services, including personal information, to tailor and provide advertising and other content to you.
LINKS:

The Services may contain links to other Web sites, products, or services that we do not own or operate. If you choose to visit or use any third-party products or services, please be aware that this Policy will not apply to your activities or any information you disclose while using third-party products or services or otherwise interacting with third parties. We are not responsible for the privacy practices of these third-party websites and services. We encourage you to carefully review the privacy policies applicable to any Web site or service you visit other than the Service before providing any personal information on them.

PRIVACY POLICY

This Privacy Statement applies to Kinky Games and its services which collect data from you and does not apply to the product or service that which does not link to this statement or has its privacy statement respectively.
User's privacy is important to us. Any personal information, such as email, device ID, or any other electronic means of identification while using the app, we may use your personal information to send important notices. The data we collect may includes, but is not limited to: email address, country; If you provide us with your email address, we will not share your email address with any third parties.

CHANGES AND UPDATES TO THIS POLICY:

We may occasionally update this Policy. When we do, we will also revise the "last updated" date at the bottom of the Policy. Your continued use of the Services after a revised Policy has become effective indicates that you have read, understood and agreed to the then-current version of the Policy. If we change this Policy in a manner that is materially less restrictive of our use or

disclosure of your personal information, we will use reasonable efforts to notify you of the change and to obtain your consent prior to applying the change to any personal information that we collected from you prior to the date the change becomes effective. For example, we may send a message to your email address, if we have one on file, message you through the Services, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Material changes to this Policy will be effective upon the earlier of (i) your first use of any of the Services with actual knowledge of such change, or (ii) 30 days from providing you notice of such change as described in this section. We encourage you to periodically review this Policy to stay informed about how we collect, use, and disclose information.

CONTACT INFORMATION:

Please contact us with any questions or comments about this Policy, your personal information collected on the Services, our third party disclosure practices, or your consent choices by email: support@gamedevsource.com