# PART 1 Subject Matter

By accessing or using Beach Bounty Hunt ("Game") in any way, including, without limitation, using or downloading any Content, or merely browsing the App, you agree to and are bound by this Agreement. If you do not agree to this Agreement please do not use this App. If you breach any of this Agreement, your authorization to use this App automatically terminates, and any Content downloaded or printed from the App in violation of this Agreement must be immediately destroyed. We reserve the right, at our discretion, to update or revise this Agreement. Please check this Agreement periodically for changes. Your continued use of this App following the posting of any changes to this Agreement constitutes acceptance of those changes.

#### PART 2 AGE LIMITATION

In order to use the App you must be 13 years of age or older. If you are between 13 and 18 years of age, you must have your parent or legal guardian's permission to use the App. You must not access the App or accept this Agreement if you are a person who is either barred or otherwise legally prohibited from receiving or using the Service or any Products under the laws of the country in which you are resident or from which you access or use the App.

### PART 3 ADVERTISEMENTS

We use third-party advertising companies to serve ads when you use the App. These companies may use information about your visits to this and other websites in order to provide advertisements about goods and services of interest to you.

## PART 4 EXCLUDED USERS AND TERRITORIES

You are not permitted to download or use any of the Game or our Services, if you are (i) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) identified as a "Specially Designated National"; or (iii) placed on the U.S. Department of Commerce's "Denied Persons List or Entity List" or any other U.S. export control list, or if the transaction would otherwise be illegal under any applicable law or regulation.

### PART 5 USAGE RULES

As a condition of your use of the Service, and without limiting your other obligations under this Agreement of Service, you agree to comply with the restrictions and rules of use set forth in this Section as well as any additional restrictions or rules (such as application-specific rules) set forth in the Service.

The Service is for your personal and noncommercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, reverse engineer, transfer or sell for any commercial purposes any portion of the Service, use of the Service or access to the Service, except for limited reverse engineering activities that may be, and only to the extent, permitted by applicable law.

## You agree not to:

- (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service:
- (ii) interfere with, disrupt or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- (iii) use the Service to intentionally or unintentionally violate any applicable local, state, national or international law;
- (iv) use the Service to harm minors in any way;
- (v) use the Service to reveal any personal information about another individual, including any information that may be used to track, contact or impersonate that individual;
- (vi) defraud or mislead us or other users or otherwise engage in any suspicious activity; or
- (vii) cheat or use, develop or distribute automation software programs ("bots"), "macro" software programs or other "cheat utility" software program or applications which are designed to modify our experience to the detriment of fair play.
- (viii) through any automated means (including the use of any script, web crawler, robot, spider, or scraper);

These rules of use are not meant to be exhaustive, and we reserve the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the spirit of the Services and to take action – up to and including termination of your Account and exclusion from further participation in the Services.

### PART 6 LIABILITY AND RELEASE

By using the App, each User agrees to release and hold harmless us, and our affiliates, subsidiaries, directors, officers, employees and its advertising, promotional and administrator agencies from any and all liability or any injuries, death, loss, tax liability or damage of any kind arising from or in connection with such User's use of the App or the acceptance, use, misuse or possession of any Prize won. By using the App, each User further agrees that:

- 1. Any and all disputes, claims, and causes of action arising out of or in connection with User's use the App, or any Games played by the User, virtual coins earned or gift card awarded, shall be resolved individually without resort to any form of class action; and
- 2. Any claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with downloading the App, but in no event attorney's fees;
- 3. Under no circumstances will any user be permitted to obtain any award for, and user hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of pocket expenses.

#### PART 7 DISCLAIMERS

DISCLAIMER OF WARRANTIES. THIS APP AND THE CONTENT ARE PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE., TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE CONTENT, GAMES AND ALL OTHER INFORMATION CONTAINED ON AND/OR MADE

AVAILABLE THROUGH THIS APP, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY OF THIS APP, LACK OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR ANY FAILURE TO PROVIDE THE APP OR ACCESS THERETO BY USERS. WE DO NOT GUARANTEE THE TIMELINESS, VALIDITY, COMPLETENESS OR ACCURACY OF THE CONTENT OR GAMEPLAY. ALTHOUGH WE MAY UPDATE THE CONTENT ON THIS APP FROM TIME TO TIME, PLEASE NOTE THAT INFORMATION CONTAINED HEREIN MAY BE OUT OF DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS.

BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

## PART 8 UPDATES

We reserve the right to make changes to these Terms from time to time in our sole and absolute discretion. If we decide to change these Terms, we will provide notice of such changes by posting those changes in places on the Game deemed appropriate by us so our users are always aware of the terms of their use of the Game and our Services. Your continued use of any of the Game or our Services after the changes are posted constitutes your agreement to the changes. If you do not agree to the changes, please close your Account and discontinue your use of such Game and our Services.

### PART 9 CONTACT US

If you have any questions, please contact Three Days Recreation by email at eugenesmith1555@gmail.com

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