

TERMS OF USE AND END-USER LICENSE AGREEMENT

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General Terms

4mob games Oy, a Finnish limited liability company with business ID 2813036-8 ("**Company**") offers interactive social gaming solutions that are made available as applications for mobile devices ("**Software**"). Players can extend the gaming experience from the Software provided by the Company to different forms of social media. A more detailed description of the Software is available at the Company's website (www.4mobgames.com).

The user of the Software (hereinafter the "**User**" or "**You**") accepts these Terms of Use and End-User License Agreement ("**Terms of Use**") as binding as from the date of registering with or first use of the Software, whichever is the earliest. The Software may only be used in compliance with these Terms of Use. If the User does not accept these Terms of Use, the User is not entitled to use the Software and is hereby requested to delete the Software including all back-up copies.

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TERMS OF USE AND END-USER LICENSE AGREEMENT

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The Company endeavors to prevent any violations of third party rights, but due to the interactive nature of the Software, extensive supervising of the User content is outside the control of the Company. The User shall immediately report any alleged or suspected infringements of third party rights to the Company (info@4mobgames.com).

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In regards to system requirements, the User is responsible for his/her own operational environment and the interoperability of his/her system with the Software.

The Company endeavors, with reasonable efforts, to maintain the availability of the Software, except for maintenance breaks, of which the Company pursues to inform in advance. If the User detects an error in the Software, the User may inform the Company thereof in writing (info@4mobgames.com). However, the Company does not give any guarantee that the Software is usable, available, or free from errors or that any reported or known errors will be corrected.

The Company shall have the right to temporarily suspend the use of Software for maintenance and development actions. The Company shall also have the right to temporarily prevent the User's access to the Software, if the operational environment, software, hardware or other actions of the User pose a risk to

TERMS OF USE AND END-USER LICENSE AGREEMENT

other users or the operation of the Software. Temporary prevention of the User's access to the Software shall not affect the fees which the Company is entitled to invoice from the User.

The User is solely responsible for all User Generated Content. The User hereby agrees at its own cost to indemnify, defend and hold the Company harmless from any and all damages, losses, expenses and claims relating to User Generated Content.

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The Company complies with the regulations set by the European Union, the Finnish Personal Data Act (523/1999, as amended) and other mandatory provisions when providing and operating the Software. The use of Software does not normally entail any handling or use of personal data, except for the handling and use of the personal data contained in the Company's user register regarding the Software, as is necessary.

By registering with or using the Software, the User hereby acknowledges the Company's privacy policy, available at the Company's website, as applicable to these Terms of Use, and explicitly consents to that the Company may collect and use the User's personal data for the purposes of providing and operating the Software. In addition, the User explicitly consents to that the Company may transfer and use any personal data of the User outside European Union.

The User assumes full responsibility for the lawful handling of the personal data included in the User Generated Content he/she uploads to the Software. The Company is not liable for any violation of personal data included in the User Generated Content and the consequences thereof. The Company processes all User Generated Content according to a User's request and under the User's control. The User hereby confirms that it has all necessary rights, licenses and consents to upload any personal data to the Software as part of the User Generated Content. The User also hereby entitles the Company to use any personal data included in the User Generated Content to duly operate and provide the Software.

Termination

The User is entitled to terminate the License for convenience at any time by uninstalling the Software and by deleting all related back-up copies. The termination by User shall not affect any obligations or responsibilities of the User that arise from the User's use of the Software before termination and the User shall in any case remain responsible for all User Generated Content.

The Company is entitled to terminate the License granted to User for cause with immediate effect if (i) the User is in material breach of these Terms of Use and has not remedied the same within thirty (30) days after having received the Company's notice thereof, (ii) the User informs that he/she does not accept the Amendment, or (iii) the User cancels any consent given for the use of his/her personal data under these Terms of Use or the Company's Privacy Policy. Termination for cause shall not affect the potential fees which the Company is entitled to invoice from the User before the termination.

Choice of Law, Dispute Resolution

These terms of use are governed by the laws of Finland, excluding its choice of law provisions. All disputes concerning the Software or these Terms of Use shall be settled as a first instance before the District Court of Helsinki, Finland.

Miscellaneous

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Entire Agreement. These Terms of Use comprise the entire agreement regarding its subject matter and replace any previous agreement proposals, correspondence and notifications regarding the same.

Waivers. No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power.

Severability. If at any time, any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under applicable law, the legality, validity and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The User agrees that such invalid provision shall be replaced by a valid one in order to achieve to the furthest extent possible the original purpose and commercial goal (set by the Company) of the invalid provision.

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