

## Terms of Service

Last updated: 20 Dec 2017

- 1. Governing Agreement.** The terms of this agreement ("Terms of Service" or "Terms") govern the relationship between you and Aparteko (hereinafter "Aparteko" or "Us" or "We" or "Our") regarding your use of Aparteko's social games and related services, which include applications for mobile devices and Aparteko branded websites (the "Service"). In this agreement, "Aparteko" means Aparteko doo located at Belo Polje 108, 14000 Valjevo, Serbia. Company is registered in Serbia with Registered No. 20918276, VAT No. RS 108023696. You agree that your use of Aparteko Services and all related content is subject to this Agreement.
- 2. Privacy Policy.** Use of the Service is also governed by Aparteko's Privacy Policy. Your privacy is important to us. We designed Aparteko's Privacy Policy to make important disclosures about how we collect and use your content and information and how you can use the Service to share such information with others. We encourage you to read the Aparteko Privacy Policy carefully and use it to make informed decisions.

By creating an account or accessing or using the Service you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in Aparteko's Privacy Policy.

- 3. Revised Terms.** We may revise this Agreement at any time and the revisions will apply to all subsequent purchases of Aparteko services. When we revise the Agreement, we change the "Last Updated" date above. Each time you purchase Aparteko services you agree that you will review the terms of this Agreement. If you don't agree to the changes, you should stop using Aparteko Services.
- 4. Account information.** When creating or updating an Account on the Service, you may be required to provide Aparteko with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Aparteko's Privacy Policy and relevant "just-in-time" notices, if any, provided at the point of information collection or use. You agree that you will supply accurate and complete information to Aparteko, and that you will update that information promptly after it changes.

**You understand that on certain Aparteko websites your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo.**

During the Account creation process, you may be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

- You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;
- In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Aparteko and modify your Login Information;
- You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you;
- You are responsible for anything that happens through your Account;
- You may not use user/account name that is used by someone else, is vulgar or otherwise offensive (as determined by us), infringes any trademark or other proprietary rights of others, or is used in any way that violates this Agreement.

Aparteko reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others. Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and Aparteko assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please use any "Report Abuse" link provided or contact us.

After 12 months expires we keep the right to cancel or put your account out of availability.

- 5. Virtual currency.** You understand that while at times you may "earn" "buy" or "purchase"

- virtual currency, including but not limited to virtual coins, cash, tokens, or points, all for use in the Service; or
- virtual in-game items (together with virtual currency, "Virtual Items");

These real world terms are only being used as shorthand. You do not in fact "own" the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, you may purchase a limited license to use the Service, including software programs that occasionally manifest themselves as these items. The purchase and sale of the limited license referred to in these Terms of Service is a completed transaction upon receipt of your direct payment or redemption of a Aparteko game card or a third party virtual currency like Facebook Credits. Any "virtual currency" balance shown in your Account does not constitute a real-world balance or reflect any stored value,

but instead constitutes a measurement of the extent of your license. We may also award Aparteko Virtual Currency in connection with promotions and as part of Aparteko tournaments or other competition results. When you purchase Aparteko Virtual Currency you agree to pay taxes that Aparteko assesses on your purchase. Aparteko Virtual Currency may be redeemed for Aparteko Services only. Aparteko Virtual Currency can't be sold or transmitted, and cannot be exchanged for cash or for any other goods and services except Aparteko Services. Therefore any kind of reselling or exchanging Aparteko Virtual Currency for cash or any other goods is strictly prohibited. Aparteko Virtual Currency is non refundable. The term of your Aparteko Virtual Currency license starts when you acquire Aparteko Virtual Currency and ends the earlier of the first anniversary of the date of purchased or awarded. Therefore the expiration period is 12 months at most.

**6. Pricing and purchasing.** The Price for the Aparteko Services is indicated on applicable website. Price includes any applicable VAT. We reserve the right to change the Price any time any without notice. If the price or specification published on the applicable website for the Aparteko Services is materially incorrect when you place an order for those products or services and you contact us to inform us of this incorrect information, we will: 1. provide you with correct price or specification; 2. ask you to confirm whether you would like to purchase product or service at the correct price or specification. If you choose not to complete your purchase at the corrected price we will provide you with a full refund for any amounts already paid by you.

You may pay for Aparteko Virtual Currency either by credit card or by using the services of any other billing and payment providers like PayPal, Fortumo, Q-Vaucher. If you elect to use the services of alternate billing and payment provider, you will be bound by that third party provider's terms & conditions available from provider. Costs associated with accessing the Aparteko Services depends on your Internet Service Provider. Please see your Internet Service Provider's terms and conditions.

Aparteko Virtual Currency is available for you immediately after your purchase is completed successfully.

During the term of your license, you have the right to redeem Aparteko Virtual Currency for selected Aparteko Services. We do not guarantee that any particular item offered as part of the Aparteko Services will be available at all times or at any given time. We do not guarantee that we will continue offering particular items for any particular length of time. We reserve the right to change and update our inventory of Aparteko Services without notice you.

**7. Cancellation and Suspension.** Aparteko reserve the right to refuse your request(s) to purchase and/or acquire Aparteko Virtual Currency and, Aparteko reserves the right to limit or block any request to purchase and/or acquire Aparteko Virtual Currency for any reason. We can also cancel or suspend your access to Aparteko Virtual Currency, the Aparteko Services or your Aparteko account in our sole discretion and without prior notice, if:

- You fail to comply with this Agreement or Aparteko Privacy Policy or Terms of Use
- We otherwise suspect fraud or misuses of Aparteko Services and/or Aparteko Virtual Currency or any other unlawful activity associated with an account membership registers to or used by you.

**8. Termination of Service.** WITHOUT LIMITING ANY OTHER REMEDIES, APARTEKO MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR APARTEKO SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND APARTEKO IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Aparteko reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended. In such event, Aparteko shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

**9. Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER APARTEKO NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "APARTEKO PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**10. Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE APARTEKO PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE APARTEKO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE APARTEKO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE APARTEKO PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID APARTEKO IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID APARTEKO ANY AMOUNTS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH APARTEKO IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF APARTEKO.

**11. Rights reservation.** Aparteko reserves the rights to take all legal and technical steps available, including pursuing civil remedies and criminal prosecution, for any violation of this Agreement. Our failure to enforce this Agreement in every instance in which it is entitled does not amount to a waiver of Aparteko's rights.