END USER LICENSE AGREEMENT

Issued by
FUN FUN OYUN VE TEKNOLOJİ ANONİM ŞİRKETİ
for
the GAME

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1. INTRODUCTION

1.1 These are the terms and conditions (the '**T&Cs**') ('**we**', '**us**', '**our**', ') use to govern our game which you have installed and includes the link you used to reach this page (the "**Game**"). We've tried to keep them as short as possible, to help you understand how you can use the Game.

1.2 If you don't want to or cannot agree to these T&Cs, then you must not buy (where applicable), download, use or play the Game. By buying (where applicable), downloading, installing, updating, using or playing the Game, or by clicking 'accept', 'start' or similar (where applicable), you agree to these T&Cs.

1.3 We may offer the Game through various games and/or application stores including, without limitation Apple App Store and Google Play Store (each a '**Store**'). That means you may need a Store account to play the Game, and your use of each Store is subject to the terms of use applicable to that Store (as may change from time to time).

1.4 Where applicable, the Stores may allow you to get a refund in respect of or in connection with the Game. You should contact the Store through which you made a purchase, where applicable, in the event that you desire a refund.

1.5 You must be at least 13 years old in order to use the Game. In addition, if you are under the age of 18, you must have your parent or legal guardian's consent to your use the Game and your parent or legal guardian must agree to these T&Cs.

1.6 Please read and implement the Health and Safety Notice at clause 6 below before you play our Game.

2. SUMMARY

2.1 These T&Cs are a legal agreement between us and you, so please read them carefully.

2.2 These T&Cs describe how you are permitted to use the Game.

2.3 If you break these terms and conditions, we may stop you using the Game, contact you regarding your use of it or exercise other remedies that we have available to us at law or in equity.

2.4 The Game is provided on an 'AS IS' basis, and we make no (and hereby disclaim any and all) representations and warranties with respect to it, to the extent permitted by applicable law.

2.5 These T&Cs may change from time to time. Please check back with us periodically to make sure that you're aware of the latest version.

2.6 These terms are subject to the Content Usage Guidelines which cover the use of our games which will be provided to you and updated to you from time to time ("**Usage Guidelines**").

3. WHAT YOU CAN DO

3.1 As long as you follow the rest of the terms and conditions in these T&Cs and the Usage Guidelines, you can use the Game in the following ways:

3.1.1 To play the Game. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to use one copy of the Game for your personal, non-commercial use for gameplay in accordance with these T&Cs. We do not grant you ownership of the Game itself.

3.1.2 To share screenshots and videos of your gameplay on your social media.

3.1.3 To include ads in pre-recorded or live streamed gameplay videos which you share via sites like Twitch or YouTube (as long as it doesn't seem like an endorsement by us).

3.1.4 To create pre-recorded or live streamed gameplay videos of you playing the Game which you share via sites like Twitch or YouTube, that you may monetise for example by receiving revenues from Twitch or YouTube, or in creating Patreon (or similar platform) exclusive content that end-users may pay you to access (as long as you comply with the other terms of these T&Cs).

3.1.5 To use upgrades, updates and additional Game-related content which we may make available from time to time (although we are not obliged to provide that or any updates, upgrades or support).

4. WHAT YOU CANNOT DO

4.1 We use commercially reasonable endeavours to protect our Game and our users, and it is important that the Game is not used in a way which is unfair or which might harm our rights or the rights of others. Accordingly, we reserve the right to take any and all action available to us with respect to any conduct that violates the terms or spirit of these T&Cs.

4.2 The following sets out some of the things that you cannot do with any Game:

4.2.1 do not share, rent, resell, or make available copies of the Game (or any 'hacked' versions) or otherwise use the Game commercially in any way except as expressly permitted by law (such as under 'fair dealing or 'fair use' laws);

4.2.2 do not cheat, rig, fix, circumvent rules or processes, use multiple accounts, exploit 'loopholes' or bugs, or use our Game in a way which is not within the spirit intended by our T&Cs or in a way which may harm the experience of other users of the Game;

4.2.3 do not modify or adapt the Game or hack, merge, translate, creative derivatives from the Game, mimic, disable the Game or tamper with them;

4.2.4 do not make public or commercial use, by any means, of any Game, products or services without our prior written consent;

4.2.5 do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Game;

4.2.6 where applicable, do not share any password or security information you use to access the Game with any other person;

4.2.7 do not delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trade mark notices or other legal lines or credits) notices in our Game;

4.2.8 do not do anything (or attempt to do anything) which might disrupt use of the Game by us or other users, or which could threaten, harass or upset other users of the Game or website community; and

4.2.9 do not make anything available on or through the Game that violates the rights of third parties (including without limitation their intellectual property or privacy rights).

4.3 We may make codes of conduct and usage rules and guidance available to you, which may provide additional rules and guidance about your use of our Game. We require that you comply with these rules so that we can properly operate our Game and to ensure that our users have a safe and fair experience. To the extent of ambiguity or conflict between a code of conduct and these T&Cs, these T&Cs prevail.

4.4 Please make sure you read these T&Cs carefully and understand them. If we are threatened with or face legal action because you break any of the terms and conditions in these T&Cs, we may hold you responsible. That means you may need to compensate us, and pay us back for any damage we suffer as a result, and for our legal and other expenses.

4.5 If you breach these T&Cs, we have the right to suspend, terminate or otherwise take under review your licenses granted hereunder.

5. THIRD PARTY CONTENT IN OUR GAME

5.1 The Game may include third party materials such as posts, comments, videos, images and other content such as other user-generated content. We are not responsible for this content. We may moderate or otherwise check such content in some instances, but we are not required to do so. Depending upon the particular Game or website and the content involved, we may be solely a mere conduit for the transmission, storage and retrieval of the relevant content. In other words, we may not review content for its legality, tastefulness or its compliance with these T&Cs.

5.2 We may rely upon a reporting system whereby players and users can report third party or user-generated content to us, such as because it is illegal content or as it is content which breaches these T&Cs. A reporting mechanism may be made available for these purposes in the relevant website or Game, and you can also let us know by contacting us through the communication channels described under Contact Us section.

5.3 Where we provide the functionality for you to upload any content, including any user generated content, to our Games and/or websites such as, without limitation, posts, photos, videos, images, voice communications, text and other communications, comments or other content or files, you agree and undertake that the content:

5.3.1 is lawful and will not give rise to any actual or possible civil or criminal liability for you or for us and does not promote any unlawful or illegal activity (including without limitation in respect of the territory and local laws applicable where you may upload such content);

5.3.2 does not infringe the rights of any third party, including without limitation their intellectual property or privacy rights;

5.3.3 does not include any virus, worm, logic bomb, bug or any other form of malicious or technically harmful data, code, link or information;

5.3.4 is not violent, threatening, abusive, pornographic, defamatory, discriminatory, obscene or otherwise morally objectionable (in our reasonable opinion);

5.3.5 does not harass or defame any person or organisation;

5.3.6 does not commercially market or promote any third party, product or organisation;

5.3.7 does not seek to or attempt to make any arrangement to meet a child under the age of eighteen (18);

5.3.8 does not contain any restricted or security related content such as the passwords, medical information or confidential information of any person; and

5.3.9 does not solicit, encourage, invite, advocate, request or provoke directly or indirectly any of the foregoing or any illegal activity or breach of these T&Cs.

6. HEALTH AND SAFETY PRECAUTIONS

6.1 The Game may contain flashing lights, realistic images and simulations.

7. OUR LIABILITY

7.1 Nothing in these T&Cs will limit any of your rights which may not be excluded under law. This means that, notwithstanding any other terms in these T&Cs:

7.1.1 our liability to you for personal injury or death caused by our negligence is not excluded or limited, nor is our liability to you for any fraudulent representation we make; and

7.1.2 if a paid-for Game does not work when we deliver it to you, we will try to repair or replace it.

7.2 Other than as mentioned above, our overall liability to you is limited to the price you paid to use the Game.

7.3 The Game, along with any updates, upgrades and any additional content, is provided 'AS IS'. That means we don't make any promises to you about the Game other than that they will be of satisfactory quality, as described, and fit for purpose. We don't make any other promises about the Game.

7.4 We'll use reasonable skill and care to provide the Game, but can't guarantee there won't be any errors, bugs or interruptions to them, or that our Game will not cause any problems with your device.

7.5 If we release a version of the Game which is not yet complete, because we want to give you early access, then you'll need to bear in mind that it may have some errors, bugs or interruptions.

7.6 Please do let us know straight away if you discover any problems with the Game, so we are aware and can decide whether it is something we need to address in a future release or update (if there is a future release or update). You can contact us to let us know about any problems with the Game the following email address given under Contact Us section.

7.7 Any views expressed in the Game are the views of the authors and not of us, unless we expressly specify otherwise.

7.8 Any similarities to real world people, events and products or to any copyright works is purely coincidental or is intended purely as satire or parody.

8. PRIVACY

8.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information.

8.2 Please take care when disclosing any information about yourself on or through Game. A known risk of the public internet is people not necessarily being who they say they are, or behaving in an unreliable, misleading or illegal way. We cannot control information you choose to provide to other users, where our Game include facilities for you to interact with others. We strongly recommend that you exercise caution, act sensibly and not disclose any information which you do not wish to have disseminated into the wider public internet. Any disclosures of your information by you to other users are made by you at your own risk. Once information is disclosed by you in this way, it may not be possible for us to prevent its dissemination over the public internet.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property rights in the Game throughout the world belong to us or our licensors, and the rights in the Game is granted to you by way of a limited license (and are not sold) to you. You have no intellectual property rights in, or to, the Game other than the right to use the Game in accordance with these T&Cs on the applicable platform / Store and device. Except as otherwise expressly provided in these T&Cs, all rights are reserved by us and our licensors.

10. STORE TERMS

10.1 The ways in which you can use the Game may be controlled by the relevant Store's terms and conditions and policies as made available to you by the Store. To the extent that there is a conflict between the terms of these T&Cs and the relevant Store's terms from which you purchased (where applicable) or installed the Game, the Store's terms shall prevail to the extent of the conflict.

10.2 The Game may provide for certain additional content and features available through in-app purchase(s) ("**Virtual Items**"). The terms of this T&C and specifically this clause 10 shall govern all such Virtual Items.

10.3 This clause applies insofar as the Game permits you to earn, obtain or use Virtual Items. You may use Virtual Items in connection with permitted use of the Game and, where applicable, in any third party applications in which such Virtual Items may also be used. You do not own the Virtual Items. You only have a non-exclusive, non-transferable, revocable licence to use them, for their permitted uses, as may be amended and notified to you from time to time, in connection with the Game and subject to your compliance with the terms of this T&C. Where you purchase Virtual Items from us, the purchase will be subject to our then applicable terms of sale, including any additional fees that are applicable for Virtual Items that can be used in third party applications. These will be made available to you at the time of each purchase.

10.4 We or third parties may offer access to paid-for Content on, or in connection with, the Game (including access to paid virtual events). Such access will be subject to the then applicable terms of sale and use. These will be made available to you at the time of each purchase.

10.5 You understand and agree that Virtual Items have no cash or redemption value and your licence to use them will be suspended and/or terminated if you are denied access to your account or your account is shut down, frozen or terminated for any reason in accordance with this T&C. We shall have no obligation to make any refund or otherwise compensate you in any amount, unless expressly indicated otherwise and subject to your mandatory consumer rights.

10.6 You are not permitted to trade, exchange, sell, rent or otherwise transfer or deal in the Virtual Items or your account, without our prior written permission. You shall not access or use any account or Virtual Items which have been traded, exchanged, sold, rented or otherwise transferred or dealt in.

10.7 If the Game offers a subscription-based premium feature package, it enables users to use the app without advertisements and with extra features. It will include an auto-renewable subscription, with a weekly subscription period. In this case, payment will be charged to your Store account upon confirmation of the subscription and the subscription period will be weekly. In this case subscription will be renewed unless turned off 24 hours before the end of the period, and the account will be automatically charged for renewal as well. If you subscribe, your account will be charged for renewal within 24 hours prior to the end of the current period. You can manage and cancel your subscriptions by going to your account settings in the Store. If a free trial period is offered and if you purchase a subscription, any unused portion of the free trial period will be forfeited.

11. OPERATING SYSTEM AND DEVICE REQUIREMNENTS

11.1 The Game is provided by us in English and the other languages described on the Stores.

11.2 An internet connection is required to use certain aspects of the Game. Other operating and system requirements apply (such as in respect of operating system and installation memory -

depending upon the relevant Game); information about these requirements will be made available to you, either by Store descriptions, packaging information or through our website.

12. TERMINATION AND SERVICE OUTAGE

12.1 We may temporarily discontinue the Game and any and all services and content available through them at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

12.2 We may end your rights to use the Game at any time in the event that you breach these T&Cs. If what you have done can be put right, we may, in our sole discretion, give you a reasonable opportunity to do so. Where you have paid for the Game, content or services in connection with the Game and your rights have been terminated in accordance with this clause because of your breach of these T&Cs, we will not refund you.

12.3 We may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you. This may happen, without limitation, because we choose to end the availability of the Game. If your use of the Game was provided to you free of charge, you will not be entitled to compensation in this event. If you paid for the Game, content or services in connection with the Game, you will not be entitled to a refund where you have substantially had the enjoyment of what you had paid for. Where you have not had a reasonable period of opportunity to enjoy the paid-for Game, we may offer you a partial or full refund.

12.4 Upon your deletion/uninstallation of the Game, any in-Game rankings or scores, including virtual currency balances (whether earned or purchased), or scores or information in connection with the Game services will not be retained or accessible. These may not be recoverable by us once they are deleted or made inaccessible.

13. GENERAL

13.1 These T&Cs do not affect any legal rights you may have under the law which cannot be excluded or limited.

13.2 We may change or update these T&Cs from time to time, but changes only affect you to the extent they can legally apply. For example, if we release an update with a new set of T&Cs, and you don't use the update, then the old set of T&Cs applies, but if you do use the updates or if you use parts of the Game(s) that rely on our ongoing online services then the new T&Cs will apply. Please check back at our website from time to time in case of updates to the T&Cs.

13.3 We may transfer our rights and obligations under these T&Cs to another organisation. We will let you know if that happens and we will ensure that your rights under these T&Cs are unaffected. You may not transfer your rights or obligations under these T&Cs unless we expressly agree to the transfer in writing.

13.4 Even if we delay in enforcing these T&Cs and/or our rights, we can still enforce these T&Cs and/or our rights later. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breaking of any term of these T&Cs, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.5 If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution through the communication channels under Contact Us section. These T&Cs are governed by Turkish law and you can bring proceedings in respect of the Game or these T&Cs in the courts of Republic of Turkey.

14. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

14.1 Should you have any queries or complaints, please get in touch via the contact information set out in clause 15 below.

14.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider.

15. COMPANY AND CONTACT INFORMATION

In these T&Cs, '**we**', '**us**' and '**our**' refers to: **FUN FUN OYUN VE TEKNOLOJİ ANONİM ŞİRKETİ**, a company registered in Republic of Turkey whose registered office is at Barbaros Mah. Lale Sk. Ağaoğlu My Office No: 2 İç Kapı No: 12 Ataşehir / İstanbul, Turkey.

Email: info@funfunstudio.com

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