

TERMS OF SERVICE

1. INTRODUCTION

1.1 These terms of service (hereinafter referred to as the "Terms of Services") govern the relationship between You and

StarWell Ltd

Smetanova 6,

678 01 Blansko, Česká republika

(hereinafter referred to as "**StarWell**", "**we**", "**our**" and "**us**") in relation to:

- our websites: www.starwellgames.com
(each of these web sites hereinafter referred to as a "**Site**");
- any of our online mobile games including (hereinafter referred to as a "**Game**"); and
- any of our other products and services (including support services) which may be accessible via a third-party platform, web application or social networking service (together hereinafter referred to as the "**Ancillary Services**").

1.2 These Terms of Service also govern the relationship between You and us regarding Your use of any of the forums that we operate for the Games (hereinafter referred to as the "**Games Forums**"). The rules and guidelines applicable to the Games Forums (hereinafter referred to as the "**Forum Rules**"), form part of these Terms of Service.

1.3 In these Terms of Service we refer to the Games, the Games Forums and the Ancillary Services together as the "**Services**".

2. USERS UNDER THE AGE OF 18

2.1 If you are under the age of 18, please ask your parent or guardian to read and accept these Terms of Service on your behalf before you use the Services. If you (or, if applicable, your parent or guardian) do not agree to these Terms of Service, then you may not use or access the Services or any part thereof. By signing up for an Account (see below, section 5 "Your Star Well Account"), you represent and warrant that you are a "natural person" who is over the age of eighteen (18) or whose legal guardian have accepted and agreed to these Terms of Service.

2.2 You agree that you will not knowingly allow any individual under the age of eighteen (18) to use or access the Services without a parent or legal guardian supervising him or her.

3. AMENDMENTS TO THE TERMS OF SERVICE AND THE FORUM RULES

3.1 From time to time, we may need to amend these Terms of Service, for example to reflect or include new products or services, to enhance security for our users or because of changes in the law. Also, we may from time to time need to amend the Forum Rules for serious reasons, for

example to ensure that the Games Forums operate smoothly and to reflect the needs of the community using the Games Forums. If we make such a change to these Terms of Service and/or to the Forum Rules, we will inform you of the particular changes in advance via e-mail no later than thirty (30) calendar days before such changes come into force and that you shall be deemed to have accepted these changes (i) unless you have notified us of your objection to such changes within thirty (30) calendar days from the moment of receipt the e-mail notification from us, or (ii) if you use the Services after the changes have entered into force. In the e-mail notification, we will inform you of your right to object, of the applicable notice period and the legal consequences of a failure to object.

3.2 In case you object to any changes as set out in article 1 of this present section 3 "AMENDMENTS TO THE TERMS OF SERVICE AND THE FORUM RULES", the previous version of the respective Terms of Service and/or Forum Rules shall continue to apply. However, in that case we have the right to close your Account and terminate these Terms of Service with fourteen (14) calendar days' notice. In case of such termination, you are entitled to a refund according to article 2 of section 13 "SUSPENSION AND CLOSURE OF YOUR ACCOUNT / TERMINATION OF THESE TERMS OF SERVICE".

3.3 The latest version of these Terms of Service and of the Forum Rules will always be available on the Sites, so we recommend that you check for updates to these Terms of Service and to the Forum Rules each time you use the Services. Changes to the Terms of Service and/or the Forum Rules shall not affect your accrued rights, shall not substantially disrupt the contractual balance between you and us under these Terms of Service and shall not have retroactive effect.

4. THE TERMS OF SERVICE

PRIVACY POLICY AND THE END USER LICENCE AGREEMENT

4.1 Our Privacy Policy sets out how we will respect your privacy and how we use data collected by the Services.

4.2 In order to access and use any of our Games, in addition to accepting these Terms of Service and the Privacy Policy, you must also accept the End User License Agreement (hereinafter referred to as the "**EULA**") applicable to the relevant Game together with the game rules applicable to the relevant Game (hereinafter referred the "**Game Rules**").

You must also accept and comply with all rules of external platforms applicable to specific Game, Apple Appstore and Game Center rules, and Google PlayTM rules. Any breach of any rules of the external platforms shall also be regarded as a fundamental breach of the Terms of Service by you.

4.3 If you do not want to accept the Terms of Service or the Privacy Policy, then you may not use or access any of the Services. If you do not accept the EULA and the Game Rules applicable to a Game, then you may not download or use that Game.

5. YOUR STARWELL ACCOUNT

Creating an Account

5.1 In order to use the Services, you will need to create a StarWell Games account (hereinafter referred to as an "**Account**").

5.2 To create an Account, you need an e-mail address and provide certain information. The details of the information that you need to provide are set out in our Privacy Policy. It is important that you provide this information truthfully and accurately, so that we have correct details about you and your Account.

5.3 When creating an Account, you will also be required to provide a 'user name' and/or 'persona' to represent you in a Game and on our Sites. User names and personas are tied to your Account (meaning they cannot be transferred to anyone else). You may not use a user name or persona that is used by someone else, is vulgar or offensive, or otherwise breaches these Terms of Service. If you have questions about Account registration, please contact us at support@starwellgames.com.

Account Sharing

5.4 You must keep all information relating to your Account confidential. At no time, should you disclose your Account ID or password, secret question or answer to anyone. This includes your friends, children, spouses, co-workers, clan members, and/or clan leaders.

5.5 You may, under circumstances, be responsible for the conduct and actions using your Account and for all breaches of these Terms of Service committed by using your Account which are due your culpable omissions or conduct as regards your Account information. We shall have no liability to you for any loss or damage arising from any unauthorized use of your Account or any unauthorized access, use, alteration, modification and/or disclosure of your personal information based on your culpable omissions or conduct as regards your Account information.

Security of Your Account

5.6 You must ensure that you secure your Account, computer, mobile phone or other device from third party access. Please notify us immediately at support@starwellgames.com if you become aware of:

- any unauthorized use of your Account or any other breach of security; or
- any hacking tools being used or that might be used in relation to the Services.

5.7 We have implemented physical, electronic and managerial procedures in order to help safeguard and prevent unauthorized access, use, alteration, modification and/or disclosure of your personal information. Although we use reasonable efforts to safeguard the security of your personal information, transmissions made on or through the Internet and personal information stored on our servers or the servers of third parties that we use are vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made by e-mail are not protected by encryption and are vulnerable to interception during transmission.

6. CHARGES AND BILLING

6.1 You do not have to pay any registration or subscription fees to create an Account while the Account shall be available for free for 30 days period. User must also accept and comply with all rules of external platforms applicable to specific game, Apple Appstore and Game Center rules, and Google Play™ rules, then according to the applicable payment terms of each relevant version. Some of the Services may require you to pay a fee. If you decide to subscribe to any such Services, you must ensure that:

- you are either over the age of eighteen (18) or, if you are under the age of eighteen (18), that your parent or guardian has agreed to and accepted the respective purchase and these Terms of Service on your behalf;
- you are the authorized Account holder for the Account from which you are subscribing to the Services;
- you are authorized to use the particular credit card or other accepted method of payment;
- all information that you submit is true and accurate (this includes, without limitation, your credit card number and expiration date, so it is important to keep these details updated); and
- you agree to pay all the fees that you incur, unless and until you close your Account and terminate these Terms of Service in accordance with these Terms of Service.

6.2 Any applicable fees and other charges on your Account for Services fully provided by us are not refundable, except as set forth in these Terms of Service, or as it is required under the applicable law.

6.3 Please remember that your Account is personal to you and cannot be transferred or traded with any other user.

6.4 IF YOU ARE PLAYING OUR GAMES ON EXTERNAL PLATFORMS SUCH AS APPLE IOS OR GOOGLE ANDROID™, YOU MUST ALSO COMPLY WITH ALL TERMS AND CONDITIONS SET BY THOSE THIRD-PARTY PLATFORMS. THE CHARGING AND BILLING IN SUCH GAMES ARE SUBJECT TO RULES OF THE THOSE PLATFORMS. StarWell DISCLAIMS ANY LIABILITY OF ANY NATURE FOR SUCH PLATFORMS' ACTIONS.

7. CONTENT

7.1 The Services contain a lot of content, including, but not limited to software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, e-mails, music, sound, graphics, pictures or video materials, as well as the design and appearance of our Sites and the Games (hereinafter referred to as the "**Content**"). Some parts of the Content may only be accessible online and/or require using keys or codes, serial codes and/or online authentication of any kind and in Game achievements in order to be unlocked.

7.2 The Content and all of the intellectual property rights in the Content are owned by us (or by our affiliates and partners as applicable). However, during the time these Terms of Service are in force

between you and us, we grant you a personal right (known as a "license") to use the Content in connection with your access and use of the Services. This license is:

- **'non-exclusive'** (meaning that we can grant the same and similar licenses to other people as well);
- **'revocable'** (meaning that we can terminate this license in certain circumstances, which are explained further below);
- **'personal'** (meaning that you may not use the Content for any commercial purpose);
- **'non-transferable'** (meaning that the license is only for your benefit and you may not transfer or sub-license any of the rights that we grant to you to any other person);
- **'limited'** (meaning that you can only use the Content for the purposes we set out in these Terms of Service); and
 - conditional on your compliance with these Terms of Service, Game Rules, Forum Rules and the EULA.

7.3 Unless and to the extent that we have expressly authorized you in writing, you must not:

- copy or download any Content from the Service or any part thereof (except as part of the proper use or operation of the Services);
- distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Content;
- make any commercial use (i.e. for profit) of any Content; or
- remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Content.

7.4 StarWell will do its best to make the Content available to you as a part of your enjoyment of the Services, but this is subject to some rules which we need in order to ensure efficient running of the Services:

we can only make the Content available to you if it is legal for you to have access to the Content in your home country;

- you may only obtain the Content from us (or from any person that we authorize for this purpose) and you must not obtain Content from any other person or attempt to do so;
- we reserve the right to refuse your request(s) to acquire the Content, and we also reserve the right to limit or block any request to acquire or obtain Content at our reasonable discretion, in particular insofar as there are technical issues and/or legal restrictions e.g. under copyright law, criminal law, youth protection law etc.;

- we do not guarantee that any of the Content will be available at all times, in all countries and/or all geographic locations, or at any given time or that we will continue to offer any particular Content for any particular period of time (unless we expressly say otherwise as part of the Services);
- the Content you have access to is not returnable, exchangeable, or refundable for other Content or for cash, or other goods or services, unless otherwise provided in the present Terms of Service or as permitted in the Services; and
- we may have to change or update the Content from time to time, but we will post details of any changes in the news section of the relevant Site(s).

8. VIRTUAL GOODS

8.1 The Services may permit you to lease or purchase virtual license (virtual goods and virtual time together hereinafter referred to as the "**Virtual Goods**")

8.2 The following provisions apply to the purchase of Virtual Goods. To purchase Virtual Goods, you need to have an Account.

8.3 Information concerning the exercise of the right of withdrawal

Based on the aforesaid you understand that by purchasing Virtual Goods, you consent that we make available these Virtual Goods to you directly after we have accepted your order. You will lose your right of withdrawal once the Virtual Goods have been made fully available to you by us. However, your right of withdrawal is not lost if you purchase Virtual Goods that are granted to you for a certain period of time (e.g. time-limited premium memberships).

8.4 Please note that due to technical limitations we cannot warrant that payments made by you via a specific payment method will be reimbursed to you via that same payment method:

You agree that reimbursements for such payments can be facilitated by us via another, common means of payment, e.g. via transfer of money to your bank account, in case reimbursements via these payment methods are technically impossible. In any case, you will not incur any fees as a result of such reimbursement.

8.5 Applicable consumer protection law, in particular your right of withdrawal under article 4 of section 8 "VIRTUAL GOODS", will not in any way be restricted by the present Terms of Service.

9. FORUM RULES

9.1 The Forum Rules set out how we expect you to behave when using any of the Games Forums. Please review the Forum Rules carefully before using any of the Games Forums.

9.2 If you contravene the Forum Rules, then we may take some or all of the following actions (depending on the seriousness of the breach) without any notice to you:

- we may restrict your access to the Games Forums to read-only status for a short period of time;

- we may restrict your access to the Games Forums to read-only status for a longer period of time;
- we may restrict your access to the Games Forums to read-only status permanently; and
- we may suspend or close your Account and terminate these Terms of Service as provided in section 10 "SUSPENSION AND CLOSURE OF YOUR ACCOUNT / TERMINATION OF THESE TERMS OF SERVICE".

9.3 If we restrict your access to the Games Forums to read-only status, then during the period of that restriction you will be able to view the Games Forums but will not be able to post comments to the Games Forums.

9.4 If you encounter another user who is contravening any of the Forum Rules, please report this activity to StarWell via email at support@starwellgames.com

10. SUSPENSION AND CLOSURE OF YOUR ACCOUNT / TERMINATION OF THESE TERMS OF SERVICE

Termination for Cause

10.1 Our and your statutory rights to close your Account and terminate these Terms of Service for good cause remain unaffected by these Terms of Service.

10.2 If such a termination for cause is prompted by a breach of a contractual obligation under these Terms of Service from our side, you are entitled to (i) a refund for any payments made by you for Gold that at the time of termination has not been used by you in exchange for other Virtual Goods; and (ii) a pro-rata refund of payments for any premium membership active for your Account at the time of termination. Other than that, you will not be entitled to any refunds or compensation.

Suspension or termination by StarWell

10.3 If you are in material breach of these Terms of Service, then we may, at our reasonable discretion depending on the seriousness of the breach, take some or all of the following actions:

- suspend your Account for a short period of time;
- suspend your Account for a longer period of time; and
- close your Account and terminate these Terms of Service.

If the breach of these Terms of Service is your first breach, if it is not flagrant, if it is capable of cure, and if the circumstances allow us to do so, then we shall give you fourteen (14) calendar days prior written notice of the impending Account closure to give you the opportunity to cure the breach during such time period.

If we suspend your Account, then during the period of that suspension you will not be able to access your Account or use any of the Services. If we close your Account and terminate these Terms of Service, then you will never be able to access your Account and we may also prohibit you from accessing or using the Services in future.

10.4 We can also suspend your access to the "Game chat" functionality in the Game, and if we do that, then during the period of that suspension you will be able to play the Game and read the "game chat" of other players, but will not be able to participate in it.

10.5 We will only close your Account and terminate these Terms of Service in very serious circumstances where we consider that a suspension is not sufficient. For example, this might include a very serious contravention of these Terms of Service, the Forum Rules, or the Privacy Policy or where you have contravened these Terms of Service, the Forum Rules, the Privacy and Policy or any of them on numerous occasions. The same may apply for very serious contravention or contraventions on numerous occasions against (i) a EULA, or (ii) specific Game Rules, which you accepted when installing the Game.

10.6 If you believe that we have suspended or closed your Account in error, please contact us at support@starwellgames.com

11. YOUR RIGHT TO CLOSE YOUR ACCOUNT AND TERMINATE THESE TERMS OF SERVICE WITHOUT CAUSE

11.1 You may close your Account and terminate these Terms of Service without cause at any time by contacting Customer Support at support@starwellgames.com

11.2 Important note: Any Virtual Goods you purchase from us are directly linked to the existence of your Account. If you decide to close your Account and terminate these Terms of Service without cause, you will lose any Virtual Goods accessible from that Account at the time of the termination. You will then only be entitled to a pro-rata refund of payments for any premium membership active for your Account at the time of termination. Other than that, you will not be entitled to any refunds or compensation.

11.3 This present section 11 "YOUR RIGHT TO CLOSE YOUR ACCOUNT AND TERMINATE THESE TERMS OF SERVICE WITHOUT CAUSE" does not limit your statutory rights of withdrawal under article 4 of section 8 "VIRTUAL GOODS AND VIRTUAL CURRENCY".

12. NATURE OF SERVICES

You hereby accept, recognize and understand that we constantly work on further development of the Game and Services, we improve, upgrade and update graphics, features, gameplay and any other Content of the Game in order to make the gameplay enjoyable for you.

13. LINKS TO THIRD PARTY SITES

The Services may include hyperlinks to web sites operated by third parties including advertisers and other content providers. Those sites may collect data or solicit personal information from you. We do not control such web sites, and are not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

14. BETA TESTS

14.1 We may give you the opportunity to beta test new games and features of the Sites. Your participation as a beta tester is subject to the following terms and conditions.

14.2 Closed beta tests are confidential. The beta games, including information about features and functionality to be offered as part of the games, are confidential. If you participate in a closed beta test, you must safeguard and prevent unauthorized access to, copying, disclosure, and unauthorized use of the beta games. You will carry out the testing personally and not provide access to beta games to any other person. Your obligation to keep the beta games confidential will continue until we publicly distribute, or otherwise disclose to the public through no fault of yours, each of the games and the content that you are testing.

14.3 As a beta tester, you are invited to play beta games for the sole purpose of evaluating the games and identifying errors. Nothing in these Terms of Service or the Sites shall be construed as granting you any rights or privileges of any kind with respect to the beta games. The beta games are provided for testing on an "as is" basis and we make no warranty to you of any kind, express or implied.

14.4 When playing certain beta games, you may accumulate treasure, experience points, equipment, or other value or status indicators. We may reset this data when the relevant game completes this testing phase or at any time during the testing process. In this case, all player history and data will be erased and each player will return to novice status.

14.5 By starting a beta game, you agree that:

- playing the beta game is at your own risk and that you know that the beta game may include known or unknown bugs;
- any value or status indicators that you achieve through the gameplay may be erased at any time;
- we have no obligation to make this beta game available for play without charge for any period of time, nor to make them available at all;
- this beta game may be available only by subscription once the testing process is complete or at any time in the future;
- these Terms of Service apply to your use of the beta game during the testing phase; and
- if the beta test is a closed beta test, you will keep all information about the beta game confidential as stated above and not disclose such information to any other person.

15. EPILEPSY WARNING

Certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns in everyday life. Such people may have a seizure while watching certain monitor images or playing certain video games. This may happen even if the person has no medical history of epilepsy or has never had any epileptic seizures. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness) when exposed to flashing lights, consult your doctor prior to playing. We advise that parents should monitor the use of video games by their children. If you or your child experience any of the following symptoms: dizziness, blurred vision, eye or muscle twitches, loss of consciousness, disorientation, any involuntary movement or convulsion, while playing a video game, IMMEDIATELY discontinue use of the video game and consult your doctor. Please also note that when using a video game you should take certain standard health and safety precautions, including avoiding playing the game when tired

and not had much sleep, taking 10 to 15 minute breaks every hour, sitting a reasonable distance from the screen, and playing the game in a well-lit environment.

16. WARRANTIES AND LIABILITY

Our Warranties

16.1 We warrant that we have the right to enter the Terms of Service and to grant you the license to use the Services set out in section 7 "CONTENT".

Our Liability

16.2 Unless otherwise provided under the applicable law, in addition to article 2 of the present section 16 "WARRANTIES AND LIABILITY", with respect to Virtual Goods, we shall be liable for damages that arise from the lack of a guaranteed characteristic or gross negligence of us, our representatives, or agents.

16.4 Any further liability of us shall be waived to the broadest extent as permitted by relevant provisions of applicable law.

17. GOVERNING LAW AND JURISDICTION

17.1 These Terms of Service and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the Czech Republic, unless otherwise required by the law of the country where the user has his habitual residence.

17.2 All the aforementioned disputes shall be submitted to the jurisdiction of the courts of the country whose laws are applicable subject to article 17.1.

18. COPYRIGHT AND TRADE MARK NOTICES

All trademarks or registered trademarks are property of project authors or intellectual property of StarWell company. All third-party trademarks and service marks that appear in the Games are the property of their respective owners and all rights in them are reserved.

19. ALTERNATIVE DISPUTE RESOLUTION INFORMATION

In accordance with the Consumer Protection Act, in the event of dispute with us arises, you are entitled to contact the alternative dispute resolution entity, the Czech Trade Inspection Authority. More information can be found on the website of the Czech Trade Inspection Authority: <http://www.coi.cz/>.

20. NO RESTRICTION OF CONSUMERS RIGHTS

The provisions of these Terms of Service do not exclude, limit or otherwise restrict the rights vested with the consumers upon relevant provisions of applicable law nor may be construed by anyone in this way.

21. CONTACT US

If you have any questions, complaints, or comments regarding these Terms of Service, please contact us at support@starwellgames.com