

## POCKETHAVEN GAMES TERMS OF SERVICE

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Welcome to PocketHaven Games! The following Terms of Service (these “Terms”) govern your play of, use of, access to, or participation in, the games, applications, websites, and other services, including but not limited to, the community forums, our discord community server, blogs, various API services, Accounts (defined below), and communication services that we may offer from time to time (collectively, the “Services”) made available by PocketHaven Games Ltd. (“PocketHaven Games”, “we,” “our,” or “us”).

WE RESERVE THE RIGHT TO, AT ANY TIME, MODIFY OUR SERVICES; OFFER OPPORTUNITIES TO SOME OR ALL USERS OF THE SERVICES; CHARGE, MODIFY, OR WAIVE ANY FEES REQUIRED TO USE THE SERVICES; OR SUSPEND OR TERMINATE PROVIDING ALL OR PART OF OUR SERVICES. YOU ACKNOWLEDGE THAT POCKETHAVEN GAMES MAY PERFORM THESE UPDATES REMOTELY AND AGREE THAT POCKETHAVEN GAMES MAY UPDATE THE SERVICES WITH OR WITHOUT NOTIFYING YOU. YOU HAVE THE RIGHT TO STOP USING OUR SERVICES AT ANY TIME, AND YOU MAY TERMINATE THESE TERMS BY CLOSING YOUR ACCOUNT (DEFINED BELOW), UNINSTALLING ALL APPS, AND OTHERWISE CEASING USE OF OUR SERVICES.

BY AGREEING TO THESE TERMS, YOU AND POCKETHAVEN GAMES AGREE TO RESOLVE MOST DISPUTES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. WE WOULD LIKE TO DRAW YOUR ATTENTION IN PARTICULAR TO THE PROVISIONS IN BOLD AND THE IMPORTANT TERMS THAT THEY CONTAIN, WHICH HAVE THE POTENTIAL TO AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY DOWNLOADING, INSTALLING, ACCESSING OR USING ANY OF OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY <https://pockethavengames.com/privacy.html>. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, PLEASE DO NOT DOWNLOAD, INSTALL, ACCESS OR OTHERWISE USE OUR SERVICES.

### 1. ELIGIBILITY

**Age.** You must be a natural person and, subject to the Minors sub-section below, an adult of the legal age of majority in your country, province and/or state of residence to use and access the Services and anything that may be accessible or available through the Services or related to the Services via third-party platforms. You must further be an adult of the legal age of majority in your country, province and/or state of residence to register for an Account (defined below) or transmit or post any User Generated Content (defined below) on or through any of the Services. By using our Services, you affirm that you are an adult of the legal age of majority in your country, province and/or state of residence.

**Minors.** In no event will you be able to install, use, or otherwise access the Services (including creating an Account) if you are under the age of thirteen (13). If you are at least thirteen (13) years of age but under the legal age of majority in your country, province and/or state of residence (“Minor”) but you wish to install, use or otherwise access the Services, then your parent or legal guardian will be required to provide their consent in order for you to install, use or otherwise access the Services. For additional clarity, if you are under the age of thirteen (13), you may not install, use, or otherwise access the Services even if you have the consent of your parent or legal guardian. If you circumvent this restriction and install, use or otherwise access the Services in violation of this restriction, you are still deemed to have agreed to these Terms.

**Parental Consent.** If you are a Minor, you must review these Terms and the Privacy Policy with your parent or legal guardian. If you are the parent or legal guardian of a Minor who wishes to install, use or otherwise access the Services (including creating an Account) and you provide your consent to them doing the same, then you agree to be bound by these Terms on your behalf and on behalf of such Minor in respect of your and such Minor’s use of the Services and anything that may be accessible or available through the Services or related to the Services via third-party platforms. You understand and agree that you will be solely responsible for such Minor’s full compliance with these Terms, and all uses and actions of such Minor in using the Services whether or not any particular use was authorized by you, including being responsible for any purchases made by such Minor.

WE MAY CLOSE YOUR ACCOUNT IMMEDIATELY WITHOUT NOTICE TO YOU IF WE DISCOVER OR SUSPECT THAT YOU DON’T MEET THE AGE REQUIREMENTS.

*Parental Control Protections.* Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

## **2. PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

You agree that the information you provide when you register to use the Services will be true and accurate and kept up to date by you. Our Privacy Policy, which covers how we collect, use, share, store or otherwise process your personal information, is incorporated herein by reference. By using the Services, you consent to the use of your personal information including but not limited to your email address for contacting you pursuant to our Privacy Policy.

## **3. ACCOUNTS**

We may require you to create an account with PocketHaven Games to access parts of the Services. If you create an account with us, you must: (a) not share or permit others to use your individual account credentials; (b) promptly update any information contained in your account if it changes; (c) use a strong password for your account that is unique to our Services and not used by you in any other website or online service (note that PocketHaven does not currently have an option to login with password; only using 3rd parties like Google login); and (d) maintain the security of your account, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. We reserve the right to reject, require that you change, or reclaim usernames at any time and for any reason, including in response to claims that a username violates a third party's rights. You agree that PocketHaven Games has the right in its sole discretion to suspend or terminate your user Account and refuse any and all current or future use of the Services or any portion of the Services at any time if you are in violation of these Terms.

## **4. USE OF SERVICES**

PocketHaven Games wants all users to have a positive and fair playing experience while using the Services. You will not (a) engage in the creation, distribution, promotion, or use of unauthorized software or tools, including auto programs, macros, cheat utilities, hacks, and mods, that are intended to provide an unfair advantage or otherwise alter the intended gameplay experience; or (b) exploit, share, or promote information about game errors, glitches, bugs, or any technical malfunctions that can result in an unintended advantage, such as accessing one-time promotions more than once; or (c) engage in any harassing, threatening, intimidating, predatory, or stalking conduct. You must notify PocketHaven Games immediately if you become aware of any of the above matters.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any PocketHaven Games server, or the network(s) connected to any PocketHaven Games server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any PocketHaven Games server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Without derogating from any other restrictions in these Terms, unless otherwise explicitly permitted by PocketHaven Games in writing, you may not, whether by yourself or anyone on your behalf: (a) remove any copyright, trademark or other proprietary notices from any portion of the Services; (b) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile or disassemble any portion of the Services or publicly display, reproduce, create derivative works of, perform, distribute, or otherwise use Services or any material in connection therewith including without limitation text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, and other features available on the Services; (c) reverse engineer or attempt to extract the source code of the Services we provide, (d) use the Services for any illegal, immoral, unlawful or unauthorized purposes; (e) use the Services other than as specifically permitted in these Terms including without limitation: distribute, resell or offer the Services for rent or lease or offer any of the above to the public in any manner, or integrate any of the above within a service of your own, sell, license, or otherwise exploit the Service ; (f) interfere with or disrupt the operation of the Services, or the servers or networks that host them, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks; (h) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that PocketHaven Games endorses you or your organization, or any statement you

make, or present false or inaccurate information about the Services; (i) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our online-platform infrastructure, as determined, at our sole discretion; (j) bypass or go around any measures we may use to prevent or restrict access to the Services; (k) transmit or otherwise make available in connection with the Services any virus, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (l) access or use any of the Services to design or develop a similar or competitive offering; or (m) infringe or violate any of these Terms.

## **5. VIRTUAL ITEMS**

You acknowledge that the Services may include a component of fictional in-game virtual goods and items (collectively, "Virtual Items") for use exclusively within the Services and/or associated with your Account. The opportunities to acquire such a limited license may be through the purchasing, earning, or receiving such Virtual Items. You are not obligated, at any time, to purchase any Virtual Items which can be alternatively earned in a game or purchased. The Virtual Items may only be used for the specific game for which it was purchased unless we indicate otherwise at the time of purchase. Regardless of the terminology used for the game-specific Virtual Items, your limited license to the Virtual Items is governed solely under these Terms and any supplemental acceptable use policies that PocketHaven Games may elect to implement, is not redeemable for any sum of money or monetary value from PocketHaven Games or any other person or entity at any time, and may be revoked by PocketHaven Games at any time (and for those purchased Virtual Items, for any legitimate reason, including, without limitation, violation of these Terms). Other than a limited, personal, non-transferable, non-sublicensable, non-exclusive, revocable license to use Virtual Items on and in the Services including in or for any games, applications or other services provided or offered on or through websites and/or third-party platforms, you agree that you have no right, title or ownership or other proprietary interest in or to any such Virtual Items, regardless of any consideration offered or paid in exchange.

You acknowledge and agree that Virtual Items have no cash value and that neither PocketHaven Games nor any other person or entity has any obligation to exchange your Virtual Items for anything of value, including without limitation, real currency, and that, if your Account and limited license to such Account is terminated, suspended or otherwise modified or if your right to access the Services is terminated, you will lose access to the Virtual Items associated with your Account. Furthermore, to the extent these Terms say otherwise and to the extent permitted by applicable laws, PocketHaven Games shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to Virtual Items, including the deletion of Virtual Items upon the termination of your Account (including without limitation, due to your violation of these Terms), expiration of your Account, or our reasonable changes to the Services.

At its discretion, PocketHaven Games reserves the right to charge fees for the right to access or use Virtual Items, and/or may distribute Virtual Items without charge. To the extent permitted by applicable laws, prior to any purchase by you of applicable Virtual Items, you acknowledge and agree that PocketHaven Games may revise or take action that impacts the design, amount, and distribution of any Virtual Items and/or any Services at any time in its sole discretion.

As a reminder, you are prohibited under this Section 5 from transferring, selling, reselling, trading, lending, or gifting Virtual Items other than as specifically permitted by the Services.

## **6. TRANSACTIONS**

Before completing a transaction in the Services (e.g., to purchase a license to a Virtual Item), You may be required to provide PocketHaven Games or its designated agent with your credit card number or other billing information, and related information, related to your transactions for the Services, including through third-party platforms, or for your participation in any third-party offers. PocketHaven Games is not responsible or liable to you for any credit card or bank-related charges and fees related to your transactions for the Services, including through third-party platforms (like the Apple App Store or Google Play Store or on a website or application such as facebook.com), or for your participation in any third-party offers. Such transactions may be administered by a third-party payment processor, platform and/or store; and PocketHaven Games expressly disclaims any liability for any such transactions, and you agree that your sole avenue of recourse regarding such transactions is through such third-party processor, platform and/or store. You acknowledge and agree (a) that all credit card and other payment related information that you provide to PocketHaven Games, its designated payment processor or store, or a third-party providing offers, is accurate, current and complete; (b) that you will pay any and all charges incurred by you

or any authorized user of your payment method resulting from your purchase at the rate(s) in effect when such charges are incurred; and (c) that you are responsible for any and all charges incurred by you or on your behalf through the Services, at the prices in effect when the charges are incurred, including all taxes applicable to your transactions.

Transactions completed through a third party's platform may also be subject to additional terms, conditions, and policies (including terms of service or privacy policies of the platform provider). Any agreements you enter with a platform provider regarding a transaction is between you and the platform provider. We are not a party to any agreement you enter with a platform provider.

ALL PURCHASES OF VIRTUAL ITEMS ARE FINAL AND UNDER NO CIRCUMSTANCES WILL BE REFUNDABLE, TRANSFERABLE OR EXCHANGEABLE. IF LEGAL ACTION IS NECESSARY TO COLLECT ON BALANCES DUE, YOU WILL REIMBURSE US AND OUR VENDORS AND AGENTS FOR ALL EXPENSES INCURRED TO RECOVER SUMS DUE, INCLUDING ATTORNEYS' FEES AND OTHER LEGAL EXPENSES.

## **7. OWNERSHIP OF SERVICES; USE RESTRICTIONS**

PocketHaven Games and its licensors own and reserve all rights, title and interests in and to the Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained in the Services, and to all modifications and enhancements thereto, other than the rights explicitly granted to you to use the Services in accordance with these Terms. No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms and all rights not explicitly granted to you are reserved by PocketHaven Games.

Subject to your compliance with these Terms, PocketHaven Games grants you a personal, nonexclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license to access, register and use the Services. Under this license you have the right to use Services SOLELY FOR YOUR PERSONAL, NON-COMMERCIAL, ENTERTAINMENT PURPOSES, AND SUBJECT TO THE CONDITIONS AND LIMITATIONS SET OUT IN THESE TERMS.

The Services may be modified, revised, suspended or discontinued in whole or in part, either temporarily or permanently, with or without notice, in our discretion. No resale, sale or use for commercial purposes of any portion of the Services is authorized or permitted except with our prior written consent. We reserve the right in our discretion to deny access to the Services by or through any person, network or device.

Any and all comments, suggestions or recommendations (verbal or written) that you provide to PocketHaven Games in connection with the Services (including, without limitation, regarding modifications, enhancements, improvements or other changes to the Services) (collectively, "Feedback") is voluntary, is at no cost to PocketHaven Games, and is without any restrictions on PocketHaven Games. You hereby acknowledge that any and all intellectual property rights in the Feedback and any changes or improvements to the Services resulting from the Feedback, is and shall remain the property of PocketHaven Games.

## **8. USER GENERATED CONTENT**

Our Services may allow you and other users to create, post, store, or share content, including reviews, messages, text, graphics, photos, videos, and other materials or data (collectively, "User Generated Content"). If you do choose to create, generate, or make available your User Generated Content through the Services, you are solely responsible for your User Generated Content and represent and warrant that: (i) you are the creator and owner of, and have all the necessary licenses and rights to use and authorize PocketHavenGames to exploit the license granted above; (ii) your User Generated Content, and PocketHaven's use of the User Generated Content as contemplated under these Terms, will not infringe or violate any third-party rights, including copyright, trademark, patent, trade secret, moral rights, or the rights of privacy or publicity; (iii) PocketHaven Games does not need to obtain any further licenses, provide attribution, or pay royalties or other compensation to any third parties; and (iv) PocketHaven Games's use of your User Generated Content will not violate any third-party contract or cause PocketHaven Games to violate any applicable laws or regulations.

You may not create, post, store, or share any User Generated Content that (i) is unlawful, libelous, defamatory, obscene, pornographic, indecent, vulgar, suggestive, harassing, threatening, violent, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or derogatory of any ethnic, racial, gender, or religious group; (ii) contains or depicts any statements, remarks, or claims that do not reflect your honest views and experiences; (iii) contains any private or personal

information of a third party without the third party's consent; (iv) contains any viruses, corrupted data, or other malicious, invasive, harmful, disruptive, or destructive files or content; (v) in our reasonable judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose PPocketHaven Games or others to any harm or liability of any type; or (vi) contains links to content that would violate any of the above restrictions if the linked content were User Generated Content.

If you do, we may have to take it down. PocketHaven Games may, but is under no obligation to, edit or control any User Generated Content you or others make available through the Services. PocketHaven Games may at any time screen, remove, delete, edit, block, or refuse to publish User Generated Content that violates these Terms or is otherwise objectionable as determined in PocketHaven Games's sole discretion and without prior notice or any liability to you or any third party.

IF YOU CHOOSE TO MAKE ANY OF YOUR INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK.

Except for the license you grant below, as between you and PocketHaven Games, you retain all rights in and to your User Generated Content, excluding any portion of the Services included in your User Generated Content. In using our Services, you are providing us with certain rights to your User Generated Content. You grant PocketHaven Games and its parent, subsidiaries, and affiliates a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, sublicensable (through multiple tiers), and assignable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display, process, and exploit your User Generated Content and any name, username, or likeness provided in connection with your User Generated Content in all media formats and channels now known or later developed without compensation to you or any third party (in each case, to the maximum extent permitted by applicable law). You irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Generated Content that you may have under any applicable law or under any legal theory.

YOU UNDERSTAND THAT WE HAVE NO OBLIGATION TO PROVIDE YOU WITH ANY CREDIT, APPROVAL, OR COMPENSATION FOR ANY PERMITTED USE OF YOUR USER GENERATED CONTENT.

## **9. THIRD-PARTY CONTENT**

The Services may include links to other websites or services (including advertisements and payment providers) solely as a convenience to you ("Third-Party Content"). The inclusion of any Third-Party Content does not imply endorsement by PocketHaven Games of any third-party, third-party websites or any association with the operators of such Third-Party Content. The Third-Party Content is not under the control of PocketHaven Games. We have no obligation to monitor Third-Party Content, and we may block or disable access to any Third-Party Content (in whole or part) through our Services at any time. Your access to and use of Third-Party Content may be subject to additional terms, conditions, and policies (including terms of service or privacy policies of the providers of the Third-Party Content).

WE ASSUME NO RESPONSIBILITY OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO WEBSITES OR SERVICES OWNED AND OPERATED INDEPENDENTLY BY THIRD PARTIES WHICH MAY BE ACCESSED BY YOU THROUGH LINKS ON OUR WEBSITE OR OTHERWISE FROM THE SERVICES.

## **10. NO WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL SERVICES, INCLUDING BUT NOT LIMITED TO SITE CONTENT AND SOFTWARE MADE AVAILABLE FOR DOWNLOAD, INSTALLATION, ACCESS OR USE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, OR (II) THAT THE SERVICES OR ANY CONTENT PROVIDED IN OR WITH OUR SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOUR USE OF OUR SERVICES AND ANY CONTENT OR MATERIALS PROVIDED IN OR WITH OUR SERVICES IS AT YOUR SOLE RISK.

## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL POKETHAVEN GAMES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (“COVERED PARTIES”) BE LIABLE FOR ANY PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, PROFITS OR REVENUE AND DAMAGES, CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF POKETHAVEN GAMES HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, POKETHAVEN GAMES SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR COSTS IN RELATION TO OUR SERVICES OR OTHERWISE UNDER THESE TERMS ATTRIBUTED TO: (A) YOUR OWN FAULT; (B) A THIRD PARTY UNCONNECTED WITH OUR OWN PERFORMANCE; OR (C) ANY OTHER EVENTS WHICH ARE OUTSIDE OUR OR OUR SUPPLIERS’ CONTROL EVEN IF WE OR THEY HAVE TAKEN REASONABLE CARE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, INCLUDING THAT WHICH IS AVAILABLE THROUGH ANY THIRD-PARTY PLATFORM, USER GENERATED CONTENT OR ANY LINKED SITES IS TO STOP USING THE SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF POKETHAVEN GAMES AND ITS COVERED PARTIES, FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES, EXCEED THE AMOUNT PAID BY YOU (IF ANY) TO POKETHAVEN GAMES IN CONNECTION WITH THE SERVICES IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY OCCURRED.

THE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATIONS SET FORTH IN THIS SECTION 11 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF POKETHAVEN GAMES OR ANY OTHER MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN ADDITION, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **12. INDEMNIFICATION; RELEASE**

You agree to defend, indemnify and hold harmless PocketHaven Games and its affiliates, directors, officers, employees, service providers and agents, from and against any and all liabilities, damages, losses, costs or expenses (including reasonable attorneys’ fees) arising from or relating to any third party claim, action or demand asserted against any of the foregoing parties based on: (a) any breach of these Terms by you or anyone accessing the Services using your login credentials; or (b) any violation of law, regulation or third party rights in connection with your use of the Services. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to indemnification by you without first obtaining our prior express written approval.

Furthermore, to the fullest extent permitted by applicable law, you release PocketHaven Games and its affiliates, directors, officers, employees, service providers and agents, from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes you have with other users and the acts or omissions of third parties.

## **13. EXPORT CONTROL AND SANCTIONS**

You acknowledge that the information, data, technology, software, products, and/or services obtained from PocketHaven Games may be subject to the export control and economic sanctions laws and regulation of Israel, United States, European Union, United Kingdom, and other relevant jurisdictions as determined by PocketHaven Games in our sole discretion (the “Export Control and Sanctions Laws”). By accessing or using the Services you certify that you are eligible to receive such items under applicable Export Control and Sanctions Laws, will not use such items in breach of or contrary to Export Control and Sanctions Laws, and, further, that you are not: (i) identified on any list of restricted parties targeted under Israel, U.S.,

EU, U.K., or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Entity or Denied Persons Lists or the EU Consolidated list of persons, groups and entities subject to EU financial sanctions; or (ii) owned or controlled by, or acting on behalf, or at the direction, of any of the foregoing.

#### **14. TERMINATION**

Your right to access and use the Services shall terminate immediately upon your breach of any Terms. The sections of these Terms that, by their nature and content must survive any termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive.

#### **15. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed and construed in accordance with the laws of the State of Israel without giving effect to any conflict or choice of law provisions. You and we consent to the exclusive jurisdiction and venue of the competent courts of Tel Aviv, Israel, for all disputes arising out of or relating to these Terms. Notwithstanding the foregoing, PocketHaven Games may seek injunctive relief in any court of competent jurisdiction.

Should any part of these Terms be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of these Terms should not invalidate the remaining portions hereof, and they shall remain in full force and effect.

#### **16. ARTIFICIAL INTELLIGENCE**

PocketHaven Games may use artificial intelligence ("AI") generative AI, or other technologies which may be considered automated decision-making or profiling, to provide, design, develop, and improve our Services and for other legitimate business purposes. You understand that some of our AI systems and models used in the provision of the Services are provided by third party service providers and are subject to third party terms and conditions.

#### **17. WAIVER & SEVERABILITY**

Any failure by PocketHaven Games to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the provision shall be modified to the extent necessary to make it enforceable while, to the maximum extent possible, reflecting the intent of the parties, and, in any event, shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

#### **18. ASSIGNMENT**

Nothing express or implied in these Terms is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective permitted successors or assigns, any rights, remedies, obligations or liabilities whatsoever. You may not assign any of your rights hereunder and any purported assignment by you shall be invalid. We may assign any and all rights or obligations under these Terms in our discretion.

#### **19. SUPPLEMENTAL TERMS**

We may indicate that different or additional terms, conditions, guidelines, policies, or rules (including any game rules which may apply to individual games) apply to some of our Services ("Supplemental Terms"). If Supplemental Terms apply to the Services you are using, you are required to read them, and they will become part of your agreement with us. The Supplemental Terms will control over any conflicting or inconsistent provisions in these Terms of Service.

#### **20. CHANGES TO THESE TERMS**

PocketHaven Games reserves the right to revise and update these Terms from time to time in our sole discretion. Please take a look at the "LAST UPDATED" legend at the top of this page to see when these Terms were last revised. Any such revision or modification will become effective immediately upon posting of the revised Terms on our website.

Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

## **21. CONTACT**

If you have any questions, comments or concerns regarding these Terms or your use of the Services, you are welcome to contact us via [support@pockethavengames.com](mailto:support@pockethavengames.com) and we will make an effort to reply within a reasonable timeframe. Please note that communications may not necessarily be secure; accordingly, you should not include payment card information or other sensitive information in your correspondence with us.