

# Terms of Use

Last updated June 10, 2015

## Terms of Service and Mobile Application End User License Agreement

These Terms of Service and Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Bugart. This Agreement governs your use of the Fanuts Quiz and Stone Farm, including the Content and Services as outlined in Section 6, (the "**Application**"). The Application is licensed, not sold, to you.

BY USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION.

1. License Grant. Subject to the terms of this Agreement, Bugart grants you a limited, non-exclusive and nontransferable license to:

- (a) download, install and use the Application for your personal, non-commercial use on a mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with this Agreement; and
- (b) access, stream, download and use on such Mobile Device the Content and Services (as defined in **Section 6**) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in **Section 6**.

2. License Restrictions. Licensee shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Bugart and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Your Account. In order to access and/or use certain aspects of the Website and/or Application, we may require you to create a user Account (“**Account**”). You acknowledge and agree that you have no ownership or other proprietary interest in such Account. To create an Account, Bugart may require you to select a username and password. Your username is subject to certain terms and standards, as set forth in Section 8 below. Your username may be considered personal information. Providing Bugart with your personal information is your choice. You agree that Bugart 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 Application, and/or Website (or any portion thereof).

5. Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, Bugart may use automatic means to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy <http://bugartgames.com/privacy/>. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. Content and Services. The Application may provide you with access to Company's website located at bugartgames.com (the "**Website**") and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at <http://bugartgames.com/terms/> and <http://bugartgames.com/privacy/>, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

7. Online Services/Your Responsibilities. While using any of the Website and/or Materials, you must:

- (a) not use the Application or Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Application, Website, or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Application or Website;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Application or Website;
- (d) not use the Application or Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from the Application, Website, or our systems or attempt to decipher any transmissions to or from the servers running Application or Website.

While using the Application or Website, you agree to comply with the Agreement in general and this section in particular, as well as all applicable laws, rules and regulations. You understand and agree that Bugart has the sole discretion to delete, suspend, terminate or close your user Account, with or without prior notification to you, for any violation of this Agreement, including any violation of this section.

8. User Name & Password. You acknowledge that you shall be responsible for ensuring that any user name you select does not infringe any third party rights or is otherwise unlawful. You agree that Bugart may refuse to register your username for any reason including if it impersonates or misleadingly implies an association with another person or entity, is or may be illegal, is or may be protected by trademark or other proprietary rights, is vulgar or otherwise offensive, may cause confusion, or for any other reason as determined by us in our sole discretion. Your selection and use of a specific username does not make that username yours, and Bugart can revoke and/or reassign that username in our sole discretion. You understand and agree that Bugart may change, remove, alter or delete any username, with or without prior notice to you, at any time and for any reason as it finds appropriate. The confidentiality of the username and the Account password is entirely your responsibility. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR ANY ACTIVITIES CONDUCTED THROUGH YOUR ACCOUNT (INCLUDING USE OF VIRTUAL CURRENCY AND VIRTUAL ITEMS), WHETHER AUTHORIZED OR NOT AUTHORIZED BY YOU. You agree not to dispose of or otherwise transfer your Account or the right to use your Account or rights therein to any third party. You may only access the Application through you own personal Account, and will not permit any third party access to the Application, Content or Services through your personal Account. You agree that Bugart will not be liable for any loss whatsoever that may be incurred as a result of third party use of your Account. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FULLY LIABLE FOR ALL

FEES AND CHARGES MADE THROUGH YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE NO REFUNDS FOR FEES AND CHARGES MADE THROUGH YOUR ACCOUNT.

9. Virtual Currency/Virtual Items. You acknowledge that the Application may include a component of fictional credits or “currency” (collectively, “**Virtual Currency**”) The Virtual Currency may be used exclusively within the Application to gain access to and certain limited rights to use virtual items for use exclusively within the Application (“**Virtual Items**”). Regardless of the terminology used, the Virtual Currency is provided subject to the limited license right granted by this Agreement, and is not and shall never be redeemable for any sum of money or monetary value from Bugart. Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Currency on and in the Application, you agree that you have no right, title or ownership in or to any such Virtual Currency. YOU ACKNOWLEDGE AND AGREE THAT VIRTUAL CURRENCY AND VIRTUAL ITEMS HAVE NEITHER CASH NOR ANY OTHER MATERIAL VALUE AND THAT NEITHER BUGART NOR ANY OTHER PERSON OR ENTITY HAS ANY OBLIGATION TO EXCHANGE YOUR VIRTUAL CURRENCY OR VIRTUAL ITEMS FOR ANYTHING OF VALUE, INCLUDING WITHOUT LIMITATION, REAL CURRENCY, AND THAT, IF YOUR ACCOUNT IS TERMINATED, SUSPENDED OR OTHERWISE MODIFIED OR IF YOUR RIGHT TO ACCESS THE WEBSITE AND/OR THE APPLICATION IS TERMINATED, THE VIRTUAL CURRENCY, VIRTUAL ITEMS AND YOUR ACCOUNT SHALL HAVE NO VALUE. You agree that Bugart may charge fees for the right to access or use the Virtual Currency or Virtual Items, and/or may distribute Virtual Currency or Virtual Items without charge, as Bugart finds appropriate. You acknowledge and agree that Bugart may at any time amend the pricing for any Virtual Currency, Virtual Items and/or any ancillary products and services. Virtual Currency and Virtual Items will not expire and will not incur fees for non-use. You agree and acknowledge that once purchased, Virtual Currency and Virtual Items will under no circumstances be refundable, transferable or exchangeable. You understand and accept the fact that Bugart may at any time manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Items as Bugart finds fit in its sole discretion. For example, when your Account is being terminated, suspended or closed for any reason or when Bugart discontinues any or all of the Content and Services, all Virtual Currency and Virtual Items will be lost, deleted from your Account, or forfeited. You acknowledge and agree that Bugart in its sole discretion makes all calculations regarding the balance of Virtual Currency in your Account. Bugart, in accordance with both this Agreement and the internal rules of the Application, determines the amounts of Virtual Currency that are credited and debited from your Account in connection with your use of the Application and/or purchase of Virtual Items. Bugart will use all efforts to ensure the consistency and reasonableness of such calculations. In any case, you hereby acknowledge and agree that Company’s determination of the amount of Virtual Currency in your Account is final and undisputable, unless you can provide evidence to Bugart that such calculation was or is incorrect.

10. Virtual Currency Transfers/Transactions. Any unauthorized transferring or/and disposal of Virtual Currency, Virtual Items, or Accounts (“**Unlawful Transfer(s)**”) is strictly prohibited and is in breach of this Agreement. In the event you are involved in any Unlawful Transfer, the License granted in Section 1 and all ancillary rights granted in this Agreement are immediately and wholly revoked. All users involved in Unlawful Transfers hereby acknowledge that they damage Bugart business, and agree to indemnify Bugart against any and all consequences of such activities. You acknowledge and agree that Bugart may stop, terminate or reverse any such transaction. Bugart also may stop, discontinue, disallow or terminate any transaction that in its opinion threatens normal functioning of the Application and/or Website. You further agree that Bugart may in its sole discretion fully terminate your Account if Bugart thinks that you are involved in any Unlawful Transfer activities. Bugart also has the right to verify any transaction involving Virtual Currency and/or Virtual Items before Bugart accepts it. You acknowledge and agree that Bugart shall have no liability for the use or loss of Virtual Currency and/or Virtual Items due to any unauthorized third party’s or other user’s activity. Should you receive or be offered any Virtual Currency/Virtual Items from third parties, Bugart is not responsible or liable for such. All such transactions are conducted by third parties and you acknowledge that no claim regarding such transactions can be filed against Bugart. You acknowledge that your payments will be made through third-party payment processor(s) or stores used by Bugart (such as Apple Store and Google Play), and the policies of such processors will be applicable to such transactions. Bugart will not have access to your credit card information, and bears no responsibility on possible misuse of such information by third parties.

11. Updates. Bugart may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Bugart has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

12. Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You

acknowledge and agree that Bugart is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Bugart does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

### 13. Term and Termination.

- (a) The term of Agreement commences when you install the Application and will continue in effect until terminated by you or Bugart as set forth in this **Section 13**.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) Bugart may terminate this Agreement at any time without notice if it ceases to support the Application, which Bugart may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
  - (i) all rights granted to you under this Agreement will also terminate; and
  - (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and Account.
- (e) Termination will not limit any of Company's rights or remedies at law or in equity.

14. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, BUGART PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUGART OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR BUGART WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

16. Indemnification. You agree to indemnify, defend and hold harmless Bugart and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Bugart assumes no responsibility for the content you submit or make available through this Application.

17. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

18. System Outages. Bugart periodically schedules system downtime for the Website and Content and Services for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that Bugart has no responsibility and is not liable for: (a) the unavailability of the Website or Content and Services; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Website or Content and Services, any Internet service providers, any third party platforms, or any Internet facilities and networks.

19. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

20. Governing Law.

- (a) Any disputes between you and Bugart relating to the Application or Website that involve a claim of more than USD5,000 shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause.
- The appointing authority shall be Hong Kong International Arbitration Centre.
- The applicable law shall be English law.
- The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre (HKIAC).
- There shall only be one arbitrator.
- The Parties agree that all arbitration proceedings conducted pursuant to this Section shall be kept strictly confidential, and all information disclosed in the course of such arbitration proceedings shall be used solely for the purpose of those proceedings.
- (b) Any disputes between you and Bugart relating to the Application or Website that involve a claim of more than USD5,000 are subject to the exclusive jurisdiction of the courts located in Hong Kong.

21. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Bugart with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.



23. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.