

Mobile Application End User License Agreement

This Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (the “**End User**” or “**you**”) and Game Garden, LLC, a limited liability company duly organized and existing under the laws of State of California, United States, with a principal place of business of 548 Market Street, Suite 48586, San Francisco, California 94115, USA (the “**Company**”). This Agreement governs your use of any of Company’s following applications: Fairy Farm, Fairy Kingdom, Farmdale, Moonvale 2, Island Village, Family Town, and Windspell (each application individually, including all related documentation, the “**Application**”), whether downloaded to your mobile device or accessed through social network, such as Facebook. The Application is licensed, not sold, to you.

BY DOWNLOADING AND/OR ACCESSING AND 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 THE TERMS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR INSTALL THE APPLICATION.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to download, install and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (the “**Mobile Device**”) or access and use the Application through a social network, such as Facebook, strictly in accordance with the Application’s documentation, the laws that apply to you in the location from which you access our Applications. If any laws applicable to you restrict or prohibit you from using our Applications, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Applications.

2. License Restrictions. End User shall not:

- (a) use the Application to harm anyone or to cause offense to or harass any person;
- (b) use the Application for fraudulent or abusive purposes;
- (c) interfere with or disrupt the Application or servers or networks associated with Company’s Applications;
- (d) copy the Application, except as expressly permitted by this Agreement;
- (e) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (f) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

- (g) attempt to hack any of the Applications or to defeat or overcome any of Company's encryption technologies or security measures or data transmitted, processed, or stored by the Company;
- (h) 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;
- (i) use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Application;
- (j) use the Application in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Application;
- (k) without Company's express written consent, modify or cause to be modified any files that are a part of the Application;
- (l) 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 accessible by more than one device at any time; or
- (m) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

3. End User's Breach of This Agreement. Without limiting any other remedies available to the Company, if the Company reasonably believes that you are in material breach of this Agreement (including any repeated minor breaches), the Company reserves the right to take any of the following actions, whether individually or in combination, and either with or without notice to you:

- (a) delete, suspend and/or modify your account or parts of your account;
- (b) otherwise suspend and/or terminate your access to Application;
- (c) modify and/or remove any Virtual Money or Virtual Goods that may be associated with your account;
- (d) reset and/or modify any game progression or benefits and privileges associated with your account, such as any level or score you have reached in the Application.

4. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, 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 herein, and subject to all terms, conditions and restrictions under this Agreement. Company 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.

5. Virtual Goods and Virtual Money. The application may include virtual currencies such as coins, gold, crystals and others (“**Virtual Money**”) or items or services for use within the Application (“**Virtual Goods**”). The Virtual Goods and Virtual Money can only be used in the Application.

(a) You can purchase Virtual Money and Virtual Goods using the in-application (in-app) purchase mechanism provided by the store from which you downloaded the application, for example, Apple App Store, Google Play, Amazon Appstore, or Windows Store or by the social network platform if you access the Application through a social network (each, a “**Store**”). The Store will bill your account for the corresponding amount. The Company shall have no liability for errors caused by the Store’s actions or omissions, including, but not limited to, glitches in the Store’s billing system or temporary unavailability of the Application or in-app purchases due to the Store’s maintenance, software updates, attacks by third parties, downtime or other circumstances outside of the Company’s control.

(b) The Company may, at its discretion, display an “offer wall” hosted by an offer wall provider (the “**Offer Wall Provider**”) within Company’s Applications. The offer wall allows you to “earn” Virtual Money or Virtual Goods for completing a required action, such as interacting with an advertisement or for completing a marketing offer. These are not offers made by the Company, and, by using the offer wall, you agree with the terms and conditions and privacy policy of the Offer Wall Provider. The Company shall have no liability for errors caused by Offer Wall Provider’s actions or omissions, including, but not limited to, glitches of the offer wall resulting in you completing the required action and not receiving the promised reward. When you encounter any offer wall errors, you should contact the Offer Wall Provider customer support directly.

(c) You agree that once purchased, Virtual Money and Virtual Goods have no monetary value and can never be exchanged for real money, real goods or real services from the Company or anyone else. You agree that Virtual Money and Virtual Goods are not transferable and you will not transfer or attempt to transfer any Virtual Money. The Company also reserves the right to distribute Virtual Money and Virtual Goods without charge in its own discretion, for example by providing users with a certain amount of Virtual Money or certain Virtual Goods as a promotion or benefit of membership.

(d) You do not own Virtual Goods or Virtual Money, whether you “earn” or “purchase” them, but instead you obtain a limited, personal, revocable, non-transferable license to use them – any balance of Virtual Goods or Virtual Money does not reflect any value outside the Application and is not redeemable from the Company or any other person or entity.

(e) YOU AGREE THAT ALL SALES BY THE COMPANY TO YOU OF VIRTUAL MONEY AND VIRTUAL GOODS ARE FINAL AND THAT THE COMPANY WILL NOT REFUND ANY TRANSACTION ONCE IT HAS BEEN MADE. If you live in the European Union you have certain rights to withdraw from distance purchases; however, please note that when you purchase a license to use Virtual Goods or Virtual Money from the Company, you acknowledge and agree that the Company will begin the provision of the Virtual Goods or Virtual Money to you

promptly once your purchase is complete and therefore your right of withdrawal is lost at this point. For the purposes of this paragraph 4(e), a “purchase” is complete at the time the Company’s servers validate your purchase and the applicable Virtual Goods and/or Virtual Money are successfully credited to your account on our servers.

(f) If you do not connect your game play on a device to an account that is linked to your social network account, the Company will not be able to restore any Virtual Money or other data associated with your Game play to a different device if you lose that device or it is damaged.

(g) If you make an in-app purchase, but the items do not appear in the Application, please contact Company’s customer support at the corresponding e-mail address provided below:

Fairy Farm	General	support@fairyfarmgame.com
Fairy Farm (Social version)	General	support.fb@fairyfarmgame.com
Fairy Kingdom	General	support@fairykingdomgame.com
Fairy Kingdom (Social version)	General	support.fb@fairykingdomgame.com
Farmdale	General	support@farmdalegame.com
Pet Heroes / Moonvale 2	General	support@moonvalegame.com
Island Village	General	support@islandvillagegame.com
Family Town	General	support@familytowngame.com
Tales Of Windspell	General	support@talesofwindspell.com

(h) The Company reserves the right to control, regulate, change or remove any Virtual Money or Virtual Goods without any liability to you.

(i) If the Company suspends or terminates your account in accordance with these terms you may lose any Virtual Money and Virtual Goods that you may have and the Company will not compensate you for this loss or make any refund to you.

6. Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, Company may use automatic means to collect information about your Mobile Device or computer and about your use of the Application. The Application may provide you with opportunities to share information about yourself with others, for example by allowing you to connect to your social network page and share updates with others on that social network’s website. All information the Company collects through or in connection with this Application is subject to Company’s Privacy Policy available at <http://game-garden.com/files/settings/10/ggprivacypolicy.pdf>. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by the Company with respect to your information in compliance with the Privacy Policy.

7. Updates. Company 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 Company 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.

8. Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications, offerwalls 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 Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company 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.

9. Term and Termination.

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 9.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device(s) or removing access to the Application from your social network account.
- (c) Company may terminate this Agreement at any time without notice to you if it ceases to support the Application, which Company may do in its sole discretion.
- (d) This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. If your license is revoked, the Company will have no liability to you for any Virtual Money or Virtual Goods or any time spent by you. You understand that value cannot and shall not be attributed to the time that you may spend accumulating Virtual Money and Virtual Goods and that you will not be compensated therefor under any circumstances regardless of whether you are barred access to them.

- (e) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate, including the license to use Virtual Money and Virtual Goods; and
 - (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device(s) and account.
- (f) Termination will not limit any of Company's rights or remedies at law or in equity.

10. Notice for California Users. Under California Civil Code Section 1789.3, California Application users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

11. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU "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, COMPANY 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.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY 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; OR

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO THE COMPANY IN THE PRECEDING TWELVE MONTHS.

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 COMPANY 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.

13. U.S. Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

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

15. Assignment. The Company may transfer all or a part of its rights or responsibilities under these terms to someone else without obtaining your consent. You agree that the Company may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under these terms unless the Company first agrees to this in writing.

16. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator is final and may be entered in any court having jurisdiction thereof.

17. 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.

18. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or

contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

19. Modifications. The Company retains the right to modify the terms of this Agreement at its discretion. Your continued use of the Application constitutes acceptance of the modified terms.

20. 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.

19. Contact Us. If you have questions about this Agreement or about our Applications, please contact us at info@game-garden.com.