

Terms of use

NatGames

GAMES TERMS OF USE

We are NatGames, a company under laws of The Belarus, (“We” or “Us”), is a developer and publisher of games and mobile game applications that are made available via app stores including the Apple Application Store and Google Play Store (our “Games”).

As a precondition for you using the Services, you must agree to these Terms of Service (“Agreement”). By using or otherwise accessing the Services, you agree to the Agreement. If you do not agree to the Agreement, you may not use or otherwise access the Services.

Unless otherwise specified by a component of the applicable Service, the Services are free to use or download but may contain features which may allow you to make purchases within the Services.

1. About

By downloading one of our Games, you accept this Agreement and our Privacy Policy. Your relationship with NatGames will be subject to these and only this Agreement and our Privacy Policy. This Agreement and our Privacy Policy are available for download on the NatGames website www.botikigames.com.

Each time you download one of our Games to your device a new Agreement is concluded and its terms apply to your use of this Game. By using or otherwise accessing the Services, you agree to the Agreement. If you do not agree to this Agreement and our Privacy Policy, you may not use or otherwise access the Services.

Application stores and platforms may provide their own terms that apply to your relationship with these app stores and platforms.

You represent that you are 16 years or older. If you are younger than 18 years, you can only download our Games and play them on your device, if your parent(s) or legal guardian have/has reviewed this Agreement and allowed you to download our Game o and play our Game subject to these Agreement. NatGames may require adequate proof of your identity and age and consent from a parent or guardian at any time.

You represent that you are accessing our Games as a private person. Any commercial use of our Games is not allowed.

2. End-User License Agreement

2.1 License

Subject to the terms of this Agreement, NatGames grants you a non-transferable, non-exclusive, license to (a) use for your personal use, and (b) copy for the purpose of downloading, installing and executing the number of copies for which you are authorized by the download site of each Game on a mobile device that you own or control for your use (the “License”).

2.2 Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any Game; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Games, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access any Game in order to build a similar or competitive service or application; (d) except as expressly stated herein, no part of any Game may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in any Game. Any future release, update, or other addition to functionality of any Game (including in-app purchases, additional levels, and gameplay enhancements) shall be subject to the terms of this Agreement, unless otherwise provided in terms associated with such addition. All copyright and other proprietary notices on any Game content must be retained on any copies.

2.3 Local Laws

You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations.

2.4 Modification

NatGames reserves the right, at any time, to modify, suspend, or discontinue the Games or any part thereof with or without notice. You agree that NatGames will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Game or any part thereof.

2.5 Ownership

Games provided to you are licensed to you and not sold. NatGames (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to all Games, excluding your User Content (defined below). This Agreement is not a sale and does not convey to you any rights of ownership in or related to any Game. The NatGames name, logo, and the product names associated with the Games belong to NatGames (or its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. NatGames (and its licensors, where applicable) reserve all rights not granted in this Agreement.

2.6 Ads

When you start or stop an Game, it may display an ad. During gameplay, banners, rewarded videos and/or interstitial ads may be displayed.

3. User Content

3.1 User Content

“User Content” of a user means any and all content that such user uploads, distributes, or otherwise provides via any Game. You are solely responsible for your User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by NatGames. NatGames is not obligated to backup any User

Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

3.2 License

By uploading, distributing, or otherwise using your User Content with any Game, you automatically grant, and you represent and warrant that you have the right to grant to NatGames an irrevocable, non-exclusive, royalty-free and fully paid worldwide license with the right to grant sublicenses to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, solely to display your User Content in any Game.

3.3 Feedback

If you provide NatGames any feedback or suggestions (“Feedback”), you hereby assign to NatGames all rights in the Feedback and agree that NatGames shall have the right to use such Feedback and related information in any manner it deems appropriate. NatGames will treat any Feedback you provide to NatGames as non-confidential and non-proprietary. You agree that you will not submit to NatGames any information or ideas that you consider to be confidential or proprietary.

3.4 Acceptable Use Policy

The following sets forth NatGames’s – “Acceptable Use Policy”:

You agree not to use any Game to upload, distribute, or otherwise use any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is tortious, trade libelous, defamatory, false, or intentionally misleading, (c) that is harassing, abusive, threatening, harmful, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable, (d) that is harmful to minors in any way; (e) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether

commercial or otherwise; or (f) that violates of any law, regulation, or contractual obligations.

You agree not to use any Game to (a) upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) collect information or data regarding other users, including e-mail addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); (c) disable, overly burden, impair, or otherwise interfere with servers or networks connected to Games (e.g., a denial of service attack); (d) attempt to gain unauthorized access to the Site or Game or servers or networks connected to Games (e.g., through password mining); or (e) interfere with another user's use and enjoyment of any Game.

3.5 Enforcement

We reserve the right (but have no obligation) to review any User Content in our sole discretion. We may remove or modify your User Content at any time for any reason in our sole discretion with or without notice to you.

4. Term and Termination

4.1. This User Agreement runs for an indefinite term.

4.2. Either Party may terminate this Agreement at any time by giving 14-days notice (written or electronic communication, e.g. via e-mail, required). You may also terminate the User Agreement with immediate effect by deleting the Game from your device or removing the Game from your Facebook apps.

4.3 If we have reasonable ground to believe that you are in material breach of these Terms of Service, we may suspend your access to our Game and/or terminate this User Agreement. Your breach of Sec. 2 or 3.4. shall be considered a material breach.

4.4 Either Party may terminate the User Agreement for cause without giving notice. The grounds for such termination for cause include material breach of these Terms of Service.

4.5 Upon expiry, you will no longer be able to access the Game that was the subject matter of the User Agreement. Your in-game progress and any other Game-related data will be deleted. Only if NatGames continues to operate the Game, you may again download the Game or access the Game on Facebook whereby a new User Agreement will start to run. However, any game-related data cannot be restored.

4.6. We may (a) suspend your rights to use any Game, and/or any related services or (b) terminate this Agreement at any time for any reason at our sole discretion with or without notice to you, including if we in good faith believe you have violated the Acceptable Use Policy or any other provision of this Agreement. Without limiting the foregoing, NatGames reserves the right to terminate this Agreement with any user who repeatedly infringes third-party copyright rights upon prompt notification to NatGames by the copyright owner or the copyright owner's legal agent.

4.7. Upon termination of this Agreement, your right to use the Game will automatically terminate immediately. You understand that any termination may involve deletion of your User Content associated therewith from our live databases. NatGames will not have any liability whatsoever to you for any termination of this Agreement, including deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 2.2, 2.3, 2.4, 2.5, 3, 4.4, 5, 6, 7, 8, 9, 10, and 11.

5. Indemnity

You agree to defend, indemnify and hold harmless NatGames (and its suppliers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of any Game, (ii) your User Content, or (iii) your violation of this Agreement. NatGames reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify NatGames and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of NatGames. NatGames will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. Third Parties

6.1 Application Stores

You acknowledge and agree that the availability of the Game is dependent on the third party from which you received Game, e.g., the Apple iPhone or Android stores (“Application Store”). You acknowledge that this Agreement is between you and NatGames and not with the Application Store. The Application Store is not responsible for the Game, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the Application Store in connection with Game (if any). You agree to comply with, and your license to use Game is conditioned upon your compliance with, all applicable third-party terms of the agreement (e.g., the Application Store’s terms and policies) when using a Game. You acknowledge that the Application Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce this Agreement.

6.2 Third-Party Services

NatGames may permit certain third-party applications (like leaderboards, game networks) to provide content through the Game (“Third Party Services”). The Game may be used to send content provided by the Third-Party Service between users who have the Third-Party Service installed on their device. When you do so, NatGames will share information with the Third-Party Service as described in the NatGames Privacy Policy. NatGames is not responsible for and does not control Third-Party Services. NatGames provides these Third-Party Services only as a convenience to you. NatGames has no obligation to review or monitor and does not approve, endorse, or make any representations or warranties with respect to Third-Party Services. You use all Third-Party Services at your own risk. When you access a Third-Party Service, the applicable third party’s terms and policies apply, including the third party’s privacy policies. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Service.

6.3 Other Users

A Game may contain User Content provided by other users of the Game. NatGames is not responsible for and does not control the User Content. NatGames has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own

risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that NatGames will not be responsible for any liability incurred as the result of any such interactions.

6.4 Release

You hereby irrevocably and unconditionally release and forever discharge NatGames (and its suppliers) from any and all claims, demands, and rights of action, whether now known or unknown, which relates to any interactions with, or act or omission of, any Third Party Service, other Games users, or Third Party Advertisers. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. Disclaimers

7.1 GAMES ARE PROVIDED "AS-IS" AND AS AVAILABLE AND NatGames (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NatGames (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT ANY GAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

7.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation on Liability

8.1 IN NO EVENT SHALL NatGames (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT,

CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR NatGames'S PRIVACY PRACTICES, ANY GAME, EVEN IF NatGames HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, ANY GAME ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NatGames'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR NatGames'S PRIVACY PRACTICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU'VE PAID NatGames IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT SHALL NatGames'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

8.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. Fees

9.1. In-app purchases.

1. NatGames may license to you certain virtual goods to be used within the Service and which you may purchase with real cash or which you may earn or redeem via gameplay ("Virtual Items"). Virtual Items are licensed to you on limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for non-commercial use.

2. NatGames may manage, control, modify or eliminate Virtual Items at any time, with or without notice.

3. The transfer of Virtual Items is prohibited, except where expressly authorized in the Services, if any.

4. Virtual Items do not have an equivalent value in real cash and do not act as a substitute for real world money. Neither NatGames nor any other person or entity has any obligation to exchange Virtual Items for anything of value. NatGames has no liability for hacking or loss of your Virtual Items.

5. Price and availability of Virtual Items are subject to change without notice.

6. Subject to mandatory legislation, all purchases and redemptions of Virtual Items made through the Services are final and non-refundable. You acknowledge and consent that the provision of Virtual Items for use in Services is a process that commences immediately upon purchase and you forfeit your right of withdrawal once the performance has started.

7. Subject to mandatory legislation, you agree that NatGames is not required to provide a refund for Virtual Items for any reason, and that you will not receive money or other compensation for unused Virtual Items, whether your loss of license under these Agreement was voluntary or involuntary.

8. If you request that your personal data to be erased as specified in NatGames's Privacy Policy, you will permanently and without a right to a refund lose all your Virtual Items as NatGames can no longer associate such Virtual Items with you.

9. YOU ACKNOWLEDGE THAT NATGAMES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN YOU DELETE YOUR ACCOUNT OR WHEN YOU CEASE TO USE THE GAME.

9.2. Subscriptions

1. Some parts of the Service are billed on a subscription basis ("Subscription(s)"). Subscription provides access to dynamic content or services from within the Game on an ongoing basis. Subscriptions may be available at different fees chargeable for a set period of time specified in the Game ("Subscription Period"). Payment will be taken from Your iTunes or Google Play account ("Account") when You confirm the Subscription by available confirmation tools of the Game.

2. Trial Subscription is offered free of charge for certain period of time from activation specified in the relevant offer in the Game. If You do not cancel the Subscription within such period, Subscription Fee shall be taken from Your Account when the trial period expires. Please note that Your Subscription begins immediately after the activation of a trial Subscription, not after the seven-days trial period. You may cancel a subscription during its free trial period using the Subscription setting of Your Account. NatGames can not cancel your free-trial subscription if it has already been activated.

3. Subscription is automatically renewable, unless You turn off it at least 24 hours before the expiry of the current Subscription. Subscription Fee shall be taken from Your Account during 24 hours preceding the expiry of the current Subscription. In case Subscription Fee cannot be taken from Your Account due to absence of monetary funds, invalidity of credit card or for any other reasons, Your Subscription is automatically cancelled.

4. Once You have bought a Subscription, You can manage it and switch off automatic renewal at any time after the purchase in Your Account setting. You cannot cancel Your current Subscription if it has already been activated.

5. Except when required by law, paid Subscription Fees are non-refundable.

6. NatGames in its sole discretion and at any time may modify the Subscription Fee. Any Subscription Fee change will become effective at the end of the current Subscription period. You will be provided a reasonable prior notice of any change in Subscription Fee. If You do not take action to agree to the increase in Subscription Fee, Your Subscription shall expire at the end of the current Subscription period.

7. You acknowledge and agree that all billing and transaction processes are handled by App Store or Google Play, from which platform You downloaded the App, and are governed by their terms and conditions. If You have any payment related issues, then You need to contact App Store or Google Play directly.

10. Miscellaneous

10.1. Changes to this Agreement

This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Games. Continued use of our Games following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. The date on which the latest update was made is indicated at the top of this document. We recommend that you print a copy of this Agreement for your reference and revisit this webpage from time to time to ensure you are aware of any changes.

10.2. Notice

Any notice provided to NatGames pursuant to this Agreement should be sent to admin@botikigames.com

10.3. Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.4. Entire Agreement

This Agreement is the final, complete and exclusive agreement between you and NatGames with respect to the subject matters hereof (including all Games) and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior End-User License Agreements and Terms of Service or Privacy Policy). Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. Your relationship to NatGames is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned by you without NatGames’s prior written consent, and any attempted

assignment in violation of the foregoing will be null and void. NatGames may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without your consent. The terms of this Agreement shall be binding upon assignees.

11. Apple Application Store Additional Terms and Conditions

The following additional terms and conditions apply to you if you are using a Game from the Apple Application Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section 10, the more restrictive or conflicting terms and conditions in this Section 10 apply, but solely with respect to Games from the Apple Application Store.

11.1 Acknowledgement

NatGames and you acknowledge that this Agreement is concluded between NatGames and you only, and not with Apple, and NatGames, not Apple, is solely responsible for Game and the content thereof. To the extent this Agreement provides for usage the rules for Game that are less restrictive than the Usage Rules set forth for Game in, or otherwise is in conflict with, the Application Store Terms of Service, the more restrictive or conflicting Apple term applies.

11.2 Scope of License

The license granted to you for Game is limited to a non-transferable license to use Game on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the Application Store Terms of Service.

11.3 Maintenance and Support

NatGames is solely responsible for providing any maintenance and support services with respect to Game, as specified in this Agreement (if any) or as required under applicable law. NatGames and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Game.

11.4 Warranty

NatGames is solely responsible for any product warranties, whether expressed or implied by law, to the extent not effectively disclaimed. In the event of any failure of Game to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for Game to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Game, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be NatGames's sole responsibility.

11.5 Product Claims

NatGames and you acknowledge that NatGames, not Apple, is responsible for addressing any claims of you or any third party relating to Game or your possession and/or use of Game, including, but not limited to: (i) product liability claims; (ii) any claim that Game fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit NatGames's liability to you beyond what is permitted by applicable law.

11.6 Intellectual Property Rights

NatGames and you acknowledge that, in the event of any third-party claim that Game or your possession and use of Game infringes the third party's intellectual property rights, NatGames, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.7 Legal Compliance

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11.8 Developer Name and Address

NatGames's contact information for any end-user questions, complaints or claims with respect to Game is set forth in Section 9.2

11.9 Third-Party Terms of Agreement

You must comply with applicable third-party terms of agreement when using a Game.

11.10 Third-Party Beneficiary

NatGames and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.