

YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT (THE "AGREEMENT") BEFORE INSTALLING THE TABLETOPIA.COM CLIENT OR USE THE TABLETOPIA.COM SERVICE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL THIS SOFTWARE PROGRAM NOR ACCESS THE TABLETOPIA.COM SERVICE.

Thank you for your interest in Tabletopia, Inc.'s service (the "Service"), provided via website TABLETOPIA.COM and/or TABLETOPIA.COM client software and/or TABLETOPIA.COM software applications, and TABLETOPIA's interactive games ("Games"). This Agreement sets forth the terms and conditions under which you are licensed to install and/or use the Service, TABLETOPIA.COM client software ("TABLETOPIA.COM Client") and all TABLETOPIA.COM software applications ("TABLETOPIA.COM Application") to obtain access to the Service, and use Games on the Service provided to you by Tabletopia, Inc. ("TABLETOPIA" or "we"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY, USE the TABLETOPIA.COM Client, TABLETOPIA.COM APPLICATION OR USE THE TABLETOPIA.COM.

## 1. The TABLETOPIA.COM Account

To use the Service, you must register an account on the Service (an "Account"). Creation and use of Accounts are subject to the following terms and conditions:

- i. The maximum number of Accounts that a person may register on the Service is one.
- ii. When creating or updating an Account, you are required to provide TABLETOPIA with certain accurate and up to date personal information such as, but not limited to, your name, address, phone number, email address and such other information requested by TABLETOPIA. Additionally, TABLETOPIA may require you to provide payment information to play certain Games or use certain features of the Service. TABLETOPIA shall also have the right to obtain non personal data from your connection to the Service. Certain Games playable on the Service include a tool that will allow your computer system to forward information to TABLETOPIA in the event that the TABLETOPIA.COM Client crashes, including system and driver data.
- iii. During the Account creation process, you may be required to select a unique username and/or a password (collectively referred to hereunder as "Login Information"). You agree that you will not use your real name as the password for the Account, and that you will not share the Account or the Login Information with anyone other than as expressly set forth in this Agreement.
- iv. You are responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information and the Account, including purchases, whether or not authorized by you. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify TABLETOPIA via [support@tabletopia.com](mailto:support@tabletopia.com).
- v. Subject to the laws of your country of residence, minor children may utilize an Account established by their parent or legal guardian. In the event that you permit your minor child or legal ward (collectively, your "Child") to use an Account on the Service, you hereby agree to this Agreement on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the Account by your Child whether or not such uses were authorized by you.

## 2. Grant of License

If you accept and comply with the terms of this Agreement, TABLETOPIA will grant and you will receive a non-sublicensable and non-exclusive license to use the TABLETOPIA.COM client, the Service and Games subject to the "License Limitations", set forth in Section 3 below, as follows:

- i. You may install the TABLETOPIA.COM Client on one or more computers under your legitimate control to access and use the Service.
- ii. You may use the Service, TABLETOPIA.COM Client, and Games for your personal and non-commercial entertainment purposes during the term of this Agreement, unless otherwise the agreement is terminated as set forth in this Agreement.
- iii. You may not transfer your rights and obligations to use the Service or Games.

## 3. License Limitations

You agree that you will not, in whole or in part or under any circumstances, do the following:

3.1. Derivative Works: Copy or reproduce, translate, reverse, engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the TABLETOPIA.COM Client, Service, or Games;

3.2. Cheating: Create, use, offer, advertise, make available and/or distribute the following or assist therein:

- i. cheats; i.e. methods, not expressly authorized by TABLETOPIA, influencing and/or facilitating the gameplay, including exploits of any in-game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods;
- ii. bots; i.e. any code and/or software, not expressly authorized by TABLETOPIA, that allows the automated control of a Game, the Service and/or any component or feature thereof, e.g. the automated control of a character in a Game;
- iii. hacks; i.e. accessing or modifying the software of a Game or the Service in a manner, not expressly authorized by TABLETOPIA; and/or
- iv. any code and/or software, not expressly authorized by TABLETOPIA, that can be used in connection with the TABLETOPIA.COM client, the Service, a Game and/or any component or feature thereof which changes and/or facilitates the gameplay;

3.3. Data "Mining": Use third-party software that intercepts, collects, reads, or "mines" information generated or stored by the TABLETOPIA.COM Client, Service or the Game(s); provided, however, that TABLETOPIA may, at its sole and absolute discretion, allow the use of certain third-party user interfaces;

3.4. "Duplicated Items": Create, utilize or transact in any in-game item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Service or the Game(s);

3.5. Unauthorized Matchmaking: Host, provide or develop matchmaking services for the Game(s) or intercept, emulate or redirect the communication protocols used by TABLETOPIA in any way, for any purpose, including without limitation unauthorized play over the internet, network play (except as expressly authorized by TABLETOPIA), or as part of content aggregation networks;

3.6. Unauthorized Connections: Facilitate, create or maintain any unauthorized connection to the Service or the Game(s) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; and (ii) any connection using third-party programs or tools not expressly authorized by TABLETOPIA;

3.7. Transfers: Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Game(s) or your rights to the Game(s) to any other party in any way not expressly authorized herein;

3.8. Disruption: Disrupt or assist in the disruption of (i) any computer used to support the Service or any Game environment; or (ii) any other player's Game experience. ANY ATTEMPT BY YOU TO DISRUPT THE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

#### 4. Service Features

##### 4.1. TABLETOPIA.COM Account:

- i. As an active Account holder you may participate in TABLETOPIA's Services (free of charge or paid, subscription-based, pay-per-download, etc).
- ii. Base account on Tabletopia is free of charge with possible several limitations. If you use TABLETOPIA's Services and want to change your Account type, include Subscriber status ("Subscriber" detailed in Section 8) go to your Account [TABLETOPIA.COM](http://TABLETOPIA.COM) and follow the instructions to you provided. [TABLETOPIA's Games](#) and/or TABLETOPIA.COM Application may have different URL address to manage your account which will be available through links on <http://www.tabletopia.com>.
- iii. You are responsible for all TABLETOPIA.COM Balance transactions, including unauthorized transactions.
- iv. You are responsible for all uses of your TABLETOPIA.COM Balance. If you suspect that the Account has been compromised, you should contact TABLETOPIA customer service via [support@tabletopia.com](mailto:support@tabletopia.com). TABLETOPIA.COM Balance will only be protected from the point that TABLETOPIA issues a message to you indicating that TABLETOPIA has received your notice that the Account may have been compromised. You are solely responsible for verifying that the proper amount of TABLETOPIA.COM Balance has been added to or deducted from your Account. You can view your TABLETOPIA.COM Balance from your account management page. Note that we may require additional information and/or documentation to verify your claim. From that point forward, TABLETOPIA will take actions to freeze your TABLETOPIA.COM Balance, and will unfreeze your TABLETOPIA.COM Balance once TABLETOPIA has returned control of your TABLETOPIA.COM Balance to you.
- v. TABLETOPIA reserves the right to reduce, liquidate, deactivate, suspend or terminate TABLETOPIA.COM Balance added to the Account or access to TABLETOPIA.COM Balance or other TABLETOPIA Games or Service features if TABLETOPIA determines, after investigation, that you have misused TABLETOPIA.COM Balance or have otherwise used TABLETOPIA.COM Balance to conduct any fraudulent or illegal activity.
- vi. In the event that you are in any way responsible for compromising Accounts, TABLETOPIA retains the right to remove TABLETOPIA.COM Balance from the Account gained through compromising other Accounts, suspending access to any

services provided to you by TABLETOPIA, such as access to in-Game auction houses and/or terminating the Account.

4.2. Advertising: TABLETOPIA's Games and the Service may incorporate third-party technology that enables advertising on the Service and/or in certain Games playable on the Service, which may be downloaded temporarily to your personal computer and replaced during online game play. As part of this process, TABLETOPIA and/or its authorized third party advertisers may collect standard information that is sent when your personal computer connects to the Internet including your Internet protocol (IP) address.

## 5. Game Features

5.1. Community Tournaments: In order to support local e-sports tournament activities, TABLETOPIA hereby grants you a limited, revocable license and right to organize and host small, community tournaments, or a series of tournaments utilizing certain Games ("Community Tournaments") subject to your compliance with the following conditions:

- i. You may not charge fees of any kind for participants and spectators (now only for spectators) to watch the Community Tournament;
- ii. Community Tournaments must comply with all applicable laws and regulations; and
- iii. The rules of the Community Tournament must promote fairness such that skill in playing the Game is what determines who will win or lose a match in a Community Tournament.

## 6. TABLETOPIA's Ownership

6.1. TABLETOPIA is the owner or licensee of all right, title, and interest in and to the TABLETOPIA.COM Client, the TABLETOPIA.COM Application, the Service, the Games, Accounts, and all of the features and components thereof. The Service or the Games may contain materials licensed by third-parties to TABLETOPIA, and these third-parties may enforce their ownership rights against you in the event that you violate this Agreement. The following, without limitation, are owned or licensed by TABLETOPIA:

- i. All virtual content appearing within the Service or the Games, such as:
  - d. Visual Components: artwork, structural design, animations, and audio-visual effects;
  - e. Narrations: Themes, concepts, stories, and storylines;
  - f. Characters: The names, likenesses, inventories, and catch phrases of Game characters;
  - g. All data and communications generated by, occurring through, the Service or the Games.
  - h. All sounds, musical compositions and recordings, and sound effects originating in the Service or the Games;
  - i. All recordings, Game replays, or reenactments of in-game matches, battles, duels, etc.;
  - j. Computer Code, including but not limited to "Applets" and source code;

- k. Titles, methods of operation, software, related documentation, and all other original works of authorship contained in the Service or the Games;

6.2. All Accounts. Note that TABLETOPIA owns all Accounts, and that all use of an Account shall inure to TABLETOPIA's benefit. TABLETOPIA does not recognize the transfer of Accounts. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift, or trade any Account, and any such attempt shall be null and void and may result in the forfeiture of the Account;

6.3. All Moral Rights that relate to the Service or a Game, including Custom Games, such as the right of attribution, and the right to the integrity of certain original works of authorship;

6.4. The right to create derivative works, and as part of this Agreement, you agree that you will not create any work based on the Service or the Games, except as expressly set forth in this Agreement or otherwise by TABLETOPIA in certain contest rules or addendum to this Agreement.

## 7. Content Uploaded to the TABLETOPIA Workshop

7.1. Some Games or applications available on the Service ("Workshop-Enabled Apps") allow you to create User Generated Content based on or using the Workshop-Enabled App, and to submit that User Generated Content (a "Workshop Contribution") to [TABLETOPIA.COM](https://tabletopia.com) site and/or [TABLETOPIA.COM](https://tabletopia.com) Application and/or [TABLETOPIA.COM](https://tabletopia.com) Client ("Workshop pages"). Workshop Contributions can be viewed by the TABLETOPIA community, and for some categories of Workshop Contributions users may be able to interact with, download or purchase the Workshop Contribution. In some cases, Workshop Contributions may be considered for incorporation by TABLETOPIA or a third-party developer into a Game.

7.2. You grant TABLETOPIA the worldwide, non-exclusive, right to use, reproduce, modify, create derivative works from, distribute, transmit, transcode, translate, broadcast, and otherwise communicate, and publicly display and publicly perform, your Workshop Contribution, and derivative works of your Workshop Contribution in connection with the operation and promotion of the Service, TABLETOPIA.COM account, TABLETOPIA.COM site, TABLETOPIA.COM Client and TABLETOPIA.COM Application. This license is granted to TABLETOPIA for the entire duration of the intellectual property rights and may be terminated if TABLETOPIA is in breach of the license and has not cured such breach within fourteen (14) days from receiving notice from you sent to the attention of the TABLETOPIA. The termination of said license does not affect the rights of any sub-licensees pursuant to any sub-license granted by TABLETOPIA prior to termination of the license. TABLETOPIA is the sole owner of the derivative works created by TABLETOPIA from your Workshop Contribution, and is therefore entitled to grant licenses on these derivative works.

7.3. If you provide TABLETOPIA with any feedback or suggestions about TABLETOPIA, the Service and Games, or any TABLETOPIA products or services, TABLETOPIA is free to use the feedback or suggestions however it chooses, without any obligation to account to you.

7.4. TABLETOPIA is not obligated to use, distribute, or continue to distribute copies of any Workshop Contribution and reserves the right, but not the obligation, to restrict or remove Workshop Contributions for any reason.

7.5. Specific Workshop-Enabled Apps or Workshop pages may contain special terms ("App-Specific Terms") that supplement or change the terms set out in this Section. Unless otherwise specified in App-Specific Terms (if any), the following general rules apply to Workshop Contributions:

- i. You agree that any Subscriber receiving distribution of your Workshop Contribution will have the same rights to use your Workshop Contribution (and will be subject to the same restrictions) as are set out in this Agreement for any other Subscriptions.
- ii. Notwithstanding the license described in Section 7.2., TABLETOPIA will only have the right to modify your Workshop Contribution in the following cases: (a) TABLETOPIA may make modifications necessary to make your Contribution compatible with TABLETOPIA and the Workshop functionality or user interface, and (b) TABLETOPIA or the applicable developer may make modifications to Workshop Contributions that are accepted for inApplication distribution as it deems necessary or desirable to enhance gameplay.
- iii. You may, in your sole discretion, choose to remove a Workshop Contribution from the applicable Workshop pages.
- iv. You agree that TABLETOPIA's consideration of your Workshop Contribution is your full compensation, and you are not entitled to any other rights or compensation in connection with the rights granted to TABLETOPIA and to other TABLETOPIA Account owners.

## 8. Subscription

8.1. As a Subscriber you may obtain access to certain services, software and content available to subscribers. The TABLETOPIA.COM Client & Software and any other software, content, and updates you download or access via the Service, TABLETOPIA.COM, TABLETOPIA.COM Client & Software, including but not limited to the Games and in-game content, and Workshop Contribution you trade, sell or purchase are referred to in this section of the Agreement as "Content and Services"; the rights to access and/or use any Contents and Services are referred to in this Agreement as "Subscriptions".

8.2. Each Subscription allows you to access particular Content and Services. Some Subscriptions may impose additional terms specific to that Subscription ("Subscription Terms") (for example, an end user license agreement specific to a particular Game, or terms of use specific to a particular product or feature of the Service). Also additional terms (for example, payment and billing procedures) may be posted within the Service ("Rules of Use"). The Subscription Terms and the Rules of Use are binding on you once you indicate your acceptance of them or of this Agreement.

8.3. In some cases, TABLETOPIA may offer a free Subscription to certain services, software and content. As with all Subscriptions, you are always responsible for any Internet service provider, telephone, and other connection fees that you may incur when using the Service, even when TABLETOPIA offers a free Subscription.

## 9. Promotions and Endorsements

If you use TABLETOPIA services to promote or endorse a product, service or event in return for any kind of consideration from a third party (including non-monetary rewards such as free games), you must clearly indicate the source of such consideration to your audience.

## 10. Representations and Warranties

You represent and warrant to us that you have sufficient rights in all User Generated Content to grant TABLETOPIA and other affected parties the licenses described under Section 7 above or in any license terms specific to the applicable Workshop-Enabled App or Workshop page. This includes, without

limitation, any kind of intellectual property rights or other proprietary or personal rights affected by or included in the User Generated Content. In particular, with respect to Workshop Contributions, you represent and warrant that the Workshop Contribution was originally created by you (or, with respect to a Workshop Contribution to which others contributed besides you, by you and the other contributors, and in such case that you have the right to submit such Workshop Contribution on behalf of those other contributors).

You furthermore represent and warrant that the User Generated Content, your submission of that Content, and your granting of rights in that User Generated Content does not violate any applicable contract, law or regulation.

#### 11. Consent to Monitor

WHEN RUNNING, the TABLETOPIA.COM Client and/or A GAME MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE TABLETOPIA.COM Client and/or GAME. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE PROHIBITED BY SECTION 3 ABOVE. IN THE EVENT THAT THE TABLETOPIA.COM Client and/or TABLETOPIA.COM Software and/or GAME DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, (a) THE TABLETOPIA.COM Client and/or TABLETOPIA.COM Software and/or GAME MAY COMMUNICATE INFORMATION BACK TO TABLETOPIA, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE; AND/OR (B) TABLETOPIA MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO YOU.

#### 12. Limited Warranty

FOR RESIDENTS OF THE EUROPEAN UNION THE WARRANTIES APPLY AS PER APPLICABLE STATUTORY LAW. FOR ANY RESIDENTS OUTSIDE THE EUROPEAN UNION THE FOLLOWING APPLIES: THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TABLETOPIA DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME CLIENT OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

If you are a resident of Australia, the benefits provided to you by this Limited Warranty are in addition to other rights or remedies you may have under local laws related to the goods to which the warranty applies. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The provisions of this clause containing the Limited Warranty and the clause containing the Limitation of Liability and Indemnity below apply only to the extent permitted by the Competition and Consumer Act 2010 (Cth). The entitlement to a replacement or a refund for a major failure is not subject to TABLETOPIA's option.

#### 13. Limitations of Liability

13.1. TABLETOPIA is liable in accordance with statutory law (i) in case of intentional breach, (ii) in case of gross negligence, (iii) for damages arising as result of any injury to life, limb or health or (iv) under any

applicable product liability act. Gross negligence refers to an action or omission of significant carelessness, demonstrating a clear disregard of one's basic duties.

13.2. B Without limiting the foregoing, you agree and acknowledge that TABLETOPIA is only liable for slight negligence in case of a breach of a material contractual obligation. Material contractual obligation means any obligation (i) which is necessary for the fulfillment of the Agreement, (ii) the breach of which would jeopardize the purpose of the Agreement and (iii) the compliance with which one may generally trust in. In such cases, the liability will be limited to the typical and foreseeable damages. Slight negligence means any negligence which is not gross negligence.

#### 14. Indemnity

You agree to indemnify, defend and hold TABLETOPIA harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of this Agreement, or any Game-specific Terms of Use, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

#### 15. Alterations

TABLETOPIA may, from time to time, change or modify this Agreement as the Service, the Games, and the law evolves. In this case TABLETOPIA will notify you of any such changes or modifications by providing special notice. If you do not object to the amended Agreement within one (1) month following the special notice, your continued use of the Service will mean that you accept the amended Agreement. With the special notice TABLETOPIA will remind you that your continued use after the expiration of one (1) month following the special notice means that you accept any and all changes. Those changes or modifications will not affect essential characteristics of the service.

#### 16. Term and Termination

##### 16.1. Term

This Agreement is effective upon your creation of an Account, and shall remain in effect until for a reasonable period of time. In the event that TABLETOPIA chooses to cease providing the Service or a Game, or license to a third party the right to provide the Service, TABLETOPIA shall provide you with no less than three (3) months prior notice.

##### 16.2. Termination

- xii. You are entitled to terminate this for any legitimate reason as may be specified by applicable law or relevant court decision, subject to prior written notice by mail to the following address: support@tabletopia.com
- xiii. If you fail to comply with any terms contained in this Agreement and/or the In-Game Policies, TABLETOPIA will provide you with a warning of your non-compliance. In case of a serious violation of this Agreement or the In-Game Policies, TABLETOPIA will be entitled to immediately terminate this Agreement and the Service without any prior warning.
- xiv. In the event of any termination of this Agreement, your right to access and play Games will be revoked.

#### 17. Governing Law



This Agreement shall be governed by and construed in accordance with the laws of California, United States of America.

#### 18. General

18.1. Assignment. TABLETOPIA may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent, as long as the assignment does not reduce your rights under this Agreement. You may not assign this Agreement without TABLETOPIA's prior written consent, and any unauthorized assignment by you shall be null and void.

18.2. Severability. If any part of this Agreement is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of this Agreement shall be given full force and effect.

18.3. Attorneys' Fees. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

18.4. No Waiver. Our failure to enforce any provision of the Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

18.5. Force Majeure. TABLETOPIA shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of TABLETOPIA, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods or accidents.

18.6. Equitable Remedies. You hereby agree that TABLETOPIA would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of the Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

#### 19. Notices

19.1. If to TABLETOPIA. All notices given by you under this Agreement shall be in writing and addressed to: TABLETOPIA INC. 1575 Tenaka Pl., Suite #B4 Sunnyvale, CA 94087-4538.

19.2. If to You. All notices given by TABLETOPIA under this Agreement shall be given to you either through written notice, email, or website blog post.