

## Terms of Use

Last Updated: 2023-04-27

These terms describe the relationship between you and us. Please review these Terms carefully before using the Services. We may change these Terms or modify any feature of the Services at any time. The most current version of the Terms can be viewed by clicking on the "Terms of Use" link posted through the Services. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes.

These terms and conditions of use apply to all visits to this App, both now and in the future. The App and the content it provides are in no way affiliated with Apple Inc. ("Apple").

### 1. Account

A. Registration. You shall provide the related information about you with us in order to register for an account. After you have submitted all required information, your Account will be available to you, and we may terminate it at any time and for any reason.

B. Account Security. Once the Account is registered, it's not transferable to anyone else. You understand that it's your responsibility to keep your account logging information secret and you should not share the logging information to anyone else. We has the right to believe that anyone logging into your account is either you or someone logging in with your permission and you should be responsible for all the conducts or losses arises from the Account.

D. If the Account is deleted, whether by you or us according to these Terms, all the data including your score, level, Virtual Money or Virtual Goods in your account will be deleted synchronously and the deleted information is unrecoverable.

YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT THAT YOU CREATE USING ANY OF OUR SERVICES. WE MAY SUSPEND, TERMINATE, MODIFY OR DELETE ANY OF THESE ACCOUNTS AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU.

### 2. Virtual Money

A. You may win virtual coins, diamond, items ("Virtual Money") through playing the Apps and may choose to redeem the virtual money for Amazon gift cards ("Payouts").

B. Your virtual money stored in your app accounts until you reach the threshold in prize winnings.

C. You agree that Virtual Money are not transferable to anyone else and you will not transfer or attempt to transfer any Virtual Money.

D. If we detect abnormal activities from you, we have the right to decide whether to award the prizes.

We have the right to delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security or investigation. The redemption terms will be displayed on the redemption page in the App and may be changed due to our adjustment.

### 3. Prohibited Behavior

- A. To Sell, transfer or try to sell or transfer an account with us or any part of an account, Virtual Money;
- B. Use our Services for any business purpose or for the benefit of any third party or to send unsolicited communications;
- C. Use our Services to cheat or design or assist in cheating (for example, by using automated means or third party software to play), or to otherwise circumvent technological measures designed to control access to, or elements of, our Services, or to do anything else that a reasonable person is likely to believe is not within the spirit of fair play or these terms; or use our Services in any other way not permitted by these terms;
- D. Harm anyone or to cause offence to or harass any person;
- E. Remove or amend any proprietary notices or other ownership information from our Apps or any other part of our Services;
- F. Disrupt the normal flow of a App or otherwise act in a manner that is likely to negatively affect other users' ability to compete fairly when playing our Apps or engaging in real time exchanges;
- G. Attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- H. Disobey any requirements or regulations of any network connected to our Services, or interfere with or disrupt our Services or servers or networks that provide our Services.
- I. 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms)).

### 4. Liability for Breach

If you are in breach of any term of the Terms (including by repeated minor breaches) in our sole discretion, we are entitled to take any of the actions below, whether individually or in combination, and either with or without notice to you:

- A. Reset and/or modify any App progression or benefits and privileges associated with your account, such as any level or score you have reached in our Apps.
- B. Delete, suspend and/or modify your account or parts of your account;

C. Modify and/or remove any Virtual Money or Virtual Goods that may be associated with your account;

D. Otherwise suspend and/or terminate your access to our App;

You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these terms by you.

#### 5. Intellectual Property

All Content, unless otherwise indicated, is protected by law including, but not limited to, United States copyright, trade secret (for password protected areas), and trademark law, as well as other state, national, and international laws and regulations and is owned by the Center and/or third parties. Except as expressly provided herein, the Center does not grant any express or implied right to you or any other user of the Services. The Services may also include the trade and/or service marks of other parties. Such third-party designations may not be used without the prior written permission of their respective owners.

#### 6. Links

We may link to third party websites or services from our Services. You understand that we are not responsible to you in relation to any losses or harm caused by such third parties. And we make no promises regarding any content, goods or services provided by such third parties and we do not endorse the same. You understand that when you provide information to such third parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that information. Any charges you incur in relation to those third parties are your responsibility.

#### 7. Privacy Policy

We collect, process, use and share your information in accordance with our Privacy Policy and as set out in these Terms.

#### 8. Right to Amend

We have the right to change or add to the terms of these Terms at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our App. We will provide you with Notice of any changes through the APP, via email, or other reasonable means. If you are an existing user, your use of the Service after we publish any such changes on our App, constitutes your acceptance of the terms of the modified Terms. If you do not accept a change to these Terms, you must terminate the Terms by closing your Account before the change takes effect.

#### 9. Special Requirements

You may not use the Services if you are under 13 years of age (or the minimum legal age in your country to use our Products). If you are not at least 18 years old, but you

are 13 years old or older, your Representative must be your parent or legal guardian. Any such parent, or legal guardian is responsible to us and is legally bound to these Terms as if it had agreed to the terms of these Terms itself.

#### 10. Governing Law

these Terms and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong S.A.R.

#### 11. Dispute Resolution

Any dispute arising or in connection with these Terms will be resolved through friendly consultation between the Parties. In case no settlement can be reached, the disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one.

#### 12. Miscellaneous.

These Terms constitute the entire agreement between you and the Centre and supersede any prior or contemporaneous communications and advice (whether oral, written or electronic) between you and us. If any provision of these terms is held to be unenforceable, it will not affect the validity or enforceability of the remaining terms and will be superseded by the enforceable term that most closely approximates the intent of the unenforceable term. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provision of these Terms or to respond to a breach by any party does not waive our right to subsequently enforce any term or condition of these Terms or to respond to any breach. Nothing in these Terms shall derogate from our right to comply with governmental, court and law enforcement requests or requirements regarding your use of the Services or information provided to or collected from us in connection with such use.

#### 13. Disclaimer Statements

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED

IN THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OR OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICES, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICES, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, OR OTHER UTILIZATION IN ANY MANNER WHATSOEVER OF THE SERVICES OR THE DATA COLLECTED THROUGH THE SERVICES, EVEN IF ONE OR MORE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR THE AMOUNT THAT YOU PAID TO ACCESS THE SERVICES.

#### 14. Contact Us

If you have any questions about these Terms or need any further information, please contact us by email [atlanceyang0328@gmail.com](mailto:atlanceyang0328@gmail.com).