

Terms of Service

Maitop Games develops and publishes games for mobile devices. In this policy, "Maitop Games" may also refer to "Maitop Education", "Maitop inc", "We" or "Us".

This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

This Terms of Service ("Agreement") sets forth the legally binding terms for your use of any App (including any related services provided by Maitop Games). By using any App, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement. If you do not agree with all of the provisions of this Agreement, please do not use any App. This Agreement is the final, complete and exclusive agreement of you and Maitop Games with respect to the subject matters hereof (including the Apps) and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matters (including any prior End User License Agreements, Terms of Service or Privacy Policy).

1 End User License Agreement

1.1 Licence

Subject to the terms of this Agreement, Maitop Games 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 App on a mobile device that you own or control for your use (the "License").

1.2 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 App;
- (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Apps, except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- (c) you shall not access any App in order to build a similar or competitive service or application;
- (d) except as expressly stated herein, no part of any App 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 App. Any future release, update, or other addition to functionality of any App (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 App content must be retained on any copies.

1.3 Local Laws

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

1.4 Modification

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

1.5 Ownership

Apps provided to you are licensed to you and not sold. Maitop Games (and its licensors, where

applicable) own all right, title and interest, including all related intellectual property rights, in and to all Apps, 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 App. The Maitop Games name, logo, and the product names associated with the Apps belong to Maitop Games (or its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Maitop Games (and its licensors, where applicable) reserve all rights not granted in this Agreement.

1.6 Ads

When you start or stop an App, it may display an ad. During gameplay, banner and/or interstitial ads may be displayed.

2 User Content

2.1 Feedback

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

2.2 Acceptable Use Policy

The following sets forth Maitop Games’ “Acceptable Use Policy”:

- You agree not to use any App 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 App 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 Apps (e.g., a denial of service attack);
- (d) attempt to gain unauthorized access to the Site or App or servers or networks connected to Apps (e.g., through password mining); or
- (e) interfere with another user's use and enjoyment of any App.

2.3 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.

3 Term and Termination

3.1 Term and Termination

- This Agreement commences on the date you accept this Agreement (as described in the preamble) and will remain in full force and effect while you use the App, unless earlier terminated in accordance with this Agreement.
- Notwithstanding the forgoing, if you used any App prior to the date you accepted this Agreement (as described in the preamble), you hereby acknowledge and agree that this Agreement commences on the date you first use any App (which ever is earlier and which may be prior to the Agreement Version Date) and will remain in full force and effect while you use any App, unless earlier terminated in accordance with this Agreement.
- We may (a) suspend your rights to use any App, 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, Maitop Games reserves the right to terminate its Agreement with any user who repeatedly infringes third party copyright rights upon prompt notification to Maitop Games by the copyright owner or the copyright owner's legal agent.
- **Upon termination of this Agreement, your right to use the App will automatically terminate immediately. You understand that any termination may involve deletion of your User Content associated therewith from our live databases. Maitop Games 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 1.2, 1.3, 1.4, 1.5, 2, 3.4, 4, 5, 6 and 7.**

4 Indemnity

You agree to defend, indemnify and hold harmless Maitop Games (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:

- (a) your use of any App,
(b) your violation of this Agreement. Maitop Games reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Maitop Games and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Maitop Games. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5 Indemnity

5.1 Application Stores

You acknowledge and agree that the availability of the App is dependent on the third party from which you received App, e.g., the Apple iPhone ("Application Store"). You acknowledge that this Agreement is between you and Maitop Games and not with the Application Store. The Application Store is not responsible for the App, 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 App (if any). You agree to comply with, and your license to use App is conditioned upon your compliance with, all applicable third party terms of agreement (e.g., the Application Store's terms and policies) when using App. 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.

5.2 Third Party Services

Maitop Games may permit certain third party applications (like leaderboards, game networks) to provide content through the App ("Third Party Services"). The App 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, Maitop Games will share information with the Third Party Service as described in the Privacy Policy. We are not responsible for and does not control Third Party Services.

Maitop games provides these Third Party Services only as a convenience to you. Maitop Games 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 Services.

For games oriented for kids (under 13 years old), we do not use Third Party Services unless noticed in the privacy policy of the app.

5.3 Release

You hereby irrevocably and unconditionally release and forever discharge Maitop Games (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 Apps 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."

6 Fees

You agree to pay all fees and applicable taxes incurred by you or anyone making purchases through the App. Maitop Games may revise the pricing for the goods and services offered to you through the App at any time. You acknowledge that Maitop Games 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 close your account or when you cease to use the app.

7 General

7.1 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 Apps.

Continued use of our Apps 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.

7.2 Notice

Any notice provided to Maitop Games pursuant to this Agreement should be sent to

legal@maitop.com

7.3 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.

7.4 Entire Agreement

This Agreement is the final, complete and exclusive agreement of you and Maitop Games with respect to the subject matters hereof (including all Apps) 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 Maitop Games 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

Maitop Games' prior written consent, and any attempted assignment in violation of the foregoing will be null and void. Maitop Games 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.