

**Terms of Service**  
**Last Updated: November 02,**  
**2017**

**1. Introduction**

This Terms of Service Agreement (“Agreement”) is an agreement between you (“you” or “user”) and Bankana OU. (“Company”, “we”, “Bankana” or “us”). This Agreement governs your use of the Company’s web sites and game applications (collectively “Services”). **By using the Services, you agree to be bound by this Agreement. If you do not agree to any term of this Agreement, you may not access or otherwise use the Services.**

We may, in our sole discretion, modify this Agreement with or without notice to you. The “Last Updated” date at the top of this Agreement will indicate when the latest modifications were made. By continuing to use the Services after this Agreement has been modified, you are agreeing to the modifications. Additional guidelines and policies may also be posted in connection with certain features of the Services (e.g., payment policies and terms). All such guidelines and policies constitute part of this Agreement.

**2. Privacy; Communications Opt-In**

Your use of the Services is subject to the terms of our Privacy Policy, which is hereby incorporated into this Agreement. You authorize us to use information collected through the Services regarding you and your use of the Services in accordance with our Privacy Policy. You further acknowledge and agree that any disputes related to the Privacy Policy, including any security or privacy breach, will be subject to the liability limitations and dispute resolution provisions contained in this Agreement.

**By accessing or using the Services, you expressly agree to receive communications (including marketing messages) from us by email, text message, and/or push notification.** Instructions for opting out of receiving marketing emails, SMS messages, and push notifications are available in the Privacy Policy.

**3. Intellectual Property**

You acknowledge and agree that all materials in the Services, including the Services’ designs, graphics, text, sounds, and software, and the selection and arrangement thereof (collectively “Materials”), are the property of the Company or its licensors, and are subject to and protected by copyright and other intellectual property laws. The Company authorizes you to view and download the Materials solely for personal, non-commercial use in accordance with all terms of this Agreement. You may not otherwise reproduce, distribute, publish, perform, display, create derivative works of, or otherwise use any of the Materials without the prior written authorization of the Company. The trademarks, service marks, trade names, trade dress and logos (collectively “Marks”) featured in or in association with the Services are the sole property of the Company and/or its licensors and may not be used, in whole or in part, without the prior written permission of the Company.

You will not obtain any ownership interest in the Materials, Marks, or Services through this Agreement or otherwise. All rights to Materials, Marks, and Services not expressly granted in this Agreement are reserved to their respective owners.

#### **4. User Content and Conduct**

You may have the opportunity to post your own content through the Services (“User Content”). Under no circumstances will the Company be liable in any way for any User Content, including but not limited to, any loss or damage of any kind incurred as a result of the use of any User Content posted or otherwise transmitted via the Services.

By posting any User Content through the Services, you hereby grant the Company a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to reproduce, distribute, publish, perform, display, create derivative works of, and otherwise use such User Content (in whole or part) in any form of media now known or later developed. You specifically waive any “moral rights” in and to the User Content.

You represent and warrant that you own all User Content you post to or transmit through the Services, or otherwise have the right to grant the licenses and permissions specified in this Agreement, and that your User Content does not violate the privacy, publicity, intellectual property, or other rights (collectively “Rights”) of any person or entity.

You agree that you will not use the Services to:

1. upload, post, or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful, or otherwise unlawful or objectionable;
2. impersonate any person or entity, including but not limited to, a representative of the Company, or falsely state or otherwise misrepresent your affiliation with any person or entity;
3. upload, post, or otherwise transmit any User Content that you do not have a right to transmit under any law or under any contractual or fiduciary relationships;
4. upload, post, or otherwise transmit any User Content that infringes any Rights of any party;
5. upload, post, or otherwise transmit any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer or telecommunications software or hardware;
6. stalk or harass another;
7. solicit, collect, or store personal information or data about other users of the Services, or disclose another person’s personal information; or
8. “bot,” “hack,” “crack,” or otherwise attempt to circumvent any access control, copyright protection or license-enforcement mechanisms associated with or related to the Services.

The Company assumes no responsibility for monitoring the Services for inappropriate conduct, but reserves the right to do so. If at any time the Company chooses, in its sole discretion, to monitor the Services, the Company nonetheless assumes no responsibility for any User Content, has no obligation to modify or remove any User Content, and assumes no responsibility for the conduct of any user of the Services. Notwithstanding the foregoing, the

Company has the right to remove any User Content at any time for any reason, without notice.

#### **5. Links; Third Party Websites**

Links on the Services to third party websites and applications may be provided as a convenience to you. If you use these links, you will leave the Services, and you agree that the Company will not be responsible or liable for any content, goods or services provided on or through these outside websites or applications.

#### **6. Virtual Goods; Payments**

The Service may include an opportunity to purchase Virtual Goods (as defined below) using real money. Virtual Goods include in-game currency, trophies, and other virtual items ("Virtual Goods"). A Virtual Good is a set of rights to digital items, as licensed by Company. Virtual Goods can never be redeemed for real money, goods, or any other item of monetary value from Company or any other party. You understand that you have no right or title in Virtual Goods other than to the extent of your limited license.

Virtual Goods are available for purchase via a link from the Services to Google Play, Apple's App Store, Amazon's App Store, and the Facebook Payments service (collectively "Third- Party Payment Services"), as applicable, and are not available for purchase directly from Company. The payment terms and available payment methods shall be governed by the Third- Party Payment Services. Company hereby disclaims any warranty and shall not be liable for any damages relating to or in connection with your use of the Third-Party Payment Services.

**For avoidance of any doubt, Company does not deal directly with any payment issues, does not collect any bank account or credit card details from users, and does not have any access to such information.** In addition, you hereby acknowledge that Company shall not be required to pay any taxes (such as withholding taxes, VAT, etc.) in connection with payments made by you via Third-Party Payment Services

Your purchase of the limited license for Virtual Goods is final and non-refundable, non- exchangeable, and non-transferable, except in Company's sole discretion. You may not

purchase, sell, or exchange Virtual Goods outside the Service. Doing so is a violation of this Agreement and may result in termination of your account with the Service and/or legal action.

Company retains the right to modify and/or eliminate your limited license with respect to Virtual Goods at its sole discretion. Prices and availability of limited licenses for Virtual Goods are subject to change without notice.

#### **7. Disclaimer; Limitation of Liability**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY, ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS,

EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES (COLLECTIVELY, "THE COMPANY AND ITS AFFILIATED PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COMPANY AND ITS AFFILIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION; (II) AS A RESELLER OF ANY PRODUCTS OR SERVICES; (III) FOR ANY DEFECTIVE PRODUCTS OR SERVICES; (IV) FOR ANY INCORRECT OR INACCURATE INFORMATION; (V) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (VI) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VII) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD PARTY WEBSITE OR APPLICATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY AND ITS AFFILIATED PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT

PAID BY YOU FOR ANY PRODUCT, INFORMATION, OR SERVICE PURCHASED BY YOU FROM THE COMPANY THROUGH THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID THE COMPANY ANY AMOUNTS FOR ANY PRODUCTS, INFORMATION, OR SERVICE PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT ANY CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY IS TO STOP USING THE SERVICES AND CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless the Company and its Affiliated Parties against all claims, demands, causes of action, losses, expenses, damages, and costs (including attorneys' fees) arising from or relating to your use of or conduct on the Services, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Services, your breach of this Agreement, your infringement or violation of any rights of another, or termination of your access to the Services.

#### **9. Service Usage; Termination of Usage**

You agree to use the Services only for lawful purposes, and that you are responsible for your use of and communications on the Services. You agree not to use the Services in any manner that interferes with their normal operation or with any other user's use and enjoyment of the Services.

The Company makes no representation that Materials contained on the Services or products described or offered on the Services are appropriate or available for use in jurisdictions outside the United States of America, or that this Agreement complies with the laws of any other country. Visitors who use the Services and reside outside the United States of America do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access the Services from any territory where its contents are illegal, and that you, and not the Company and its Affiliated Parties, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or the Company. You may terminate this Agreement at any time, provided that you discontinue any further use of the Services. The Company also may terminate or suspend this Agreement at any time without notice, and accordingly deny you access to the Services, for any reason, including without limitation, if the Company determines in its sole discretion that you fail to comply with any term or provision of this Agreement, or that your use of the Services is harmful to the interests of another user or the Company and its Affiliated Parties. Upon termination, all achievements or in-game progress that a user has acquired or obtained in the Services may, in Company's sole discretion, be terminated and forfeited. You have no property rights in any achievements or in-game progress. As to Virtual Goods, upon termination, your limited license to those Virtual Goods will be terminated, and you will have no further rights associated with the Virtual Goods.

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Except as otherwise expressly stated in this Agreement, you agree that the Company and its Affiliated Parties shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Services.

All provisions of this Agreement that by their nature are intended to survive, including but not limited to disclaimers of warranties, limitations of liability, and indemnities, shall survive the termination of this Agreement.

## **10. Filtering**

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

Information identifying current providers of such protection is available at <http://www.staysafeonline.org>.

## **11. Applicable Law; Jurisdiction; Dispute Resolution**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas in the United States of America as applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles.

You agree that any all disputes, claims, and causes of action relating to this Agreement, the Services, and/or the Privacy Policy, shall be resolved individually, without resort to any form of class action, exclusively by confidential arbitration in Austin, Texas, before a single arbitrator pursuant to the then-current arbitration rules of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of any forum, state or federal, having jurisdiction; provided, however, that the party that commences an action to enforce, vacate or otherwise modify an arbitration award shall not include any confidential information in such filing unless required to do so by applicable court rules and, if so required, shall take all reasonable actions to prevent the disclosure of such confidential information, including but not limited to moving for permission to make its initial filing under seal or filing a redacted version of its filing that omits such information. The parties to the arbitration will share equally the administrative costs of such arbitration proceedings. You agree to commence any arbitration proceeding with respect to this Agreement within one year after the claim arises. You agree that a proceeding commenced after this date is barred.

## **12. Miscellaneous**

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation." This Agreement, including the Privacy Policy and other policies incorporated herein, constitutes the entire and only Agreement between the Company and each user of the Services with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement. The failure of the Company and its Affiliated Parties to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

## **13. Copyright Policy**

If you believe that your proprietary work has been copied in a way that constitutes copyright infringement, please forward the following information to the Company's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

1. A signature of the person authorized to act on behalf of the owner of the copyright;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Services;
4. Your address, telephone number and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

*Copyright Agent*

Bankana OU.

bankanaou@gmail.com

#### **14. Contact Information**

If you have any comments, questions or complaints regarding this Agreement or the Services, or wish to report any violation of this Agreement, please contact us at bankanaou@gmail.com. We will address any issue to the best of our abilities as soon as possible.

Bankana OU.

Reg.Code: 14013288, having its registered seat at: Viru valjak 2, Tallin, Harjumaa, 10111, Estonia