

TERMS AND CONDITIONS OF USE

Nigella Magg Limited, is a part of Nigella Magg Limited group of companies, legal address: 5 Adekoya street, Maryland, Lagos, Nigeria ("NM" or "we"), is engaged in software development and publishing and for good and valuable consideration set forth herein, makes available to you ("you" or "User") proprietary digital content: games and other interactive and/or entertainment content, accessible through various platforms, including, applications stores, social networks, standalone web sites, downloadable client software, any respective updates thereof, and any virtual items you purchase within our software (collectively, our "Games").

Section 1. Acceptance of terms and conditions

Acceptance of these Terms and Conditions of Use ("Terms") creates a binding agreement between you and GI (the "Agreement") and regulates the use of Games, and other services, such as forums and support systems (collectively, our "Services").

By downloading an application, or game client, or accessing one of our Games through a web site or social network, or registering in our systems, you accept these Terms and [our Privacy Notice](#), which is incorporated herein by reference. Your relationship with GI will be subject to these and only these Terms and our Privacy Notice.

Binding agreement may also be concluded between us, and a person other than User, but for the benefit of the latter (contract to the benefit of third party). This shall be the case, if a payer wishes to acquire a virtual item for the User. In such circumstances, only the User may demand respective consideration from us.

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

You represent that you are 18 years or older. If you do not meet the given age requirement, you may play our Games only if you have been granted a proper consent by parent(s) or legal guardian who thereby subject to these Terms. Moreover, we may require and adequate evidence of such consent at any time.

PLEASE READ PRIVACY NOTICE AND THESE TERMS CAREFULLY BEFORE STARTING USING OUR GAMES. FOR EXAMPLE, SECTION 4 HEREOF CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO WITHDRAW.

GI reserves the right at any time to modify these Terms and Privacy Notice, and to impose new or additional terms and conditions on your participation in our Games. You should check this web page for new versions periodically. You may object to the changes within two weeks from the date of publication of respective changes, by contacting our support team (please see Section 3 for more detailed information on how to reach us). If you do not object within two weeks, the changes shall be deemed accepted by you. If you do object within two weeks, we may terminate the Agreement with you in accordance with Section 6 hereof.

Section 2. Ownership and license

GI hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access our Games and to download and install client mobile and desktop applications for this purpose, for your non-commercial entertainment use only, provided that you are in compliance with these Terms. Your license confers no title or ownership in the Games; they are licensed, not sold, to you. Your license to each Game that you access is subject to your prior acceptance of these Terms and your compliance with Section 5 - Acceptable use policy ("AuP"). No portion of the Services may be reproduced in any form or by any means, except as expressly permitted in these Terms. You agree not to modify, rent, lease, loan, sell, distribute, publicly perform or display, transmit or otherwise communicate, adapt, publish the Games in any manner. Any attempt to do so is a violation of the intellectual property and other rights of GI and its licensors. You may not use our trademarks, any and all Game content apart of our Games, which includes, without limitations, artwork, music, trade dress, or User generated content of other's, without our prior written consent. The foregoing grant of license shall be automatically revoked as of the moment that any of the foregoing conditions are no longer met by you.

You may not copy (except as expressly permitted by these Terms), decompile, reverse-engineer, disassemble, attempt to derive the source code of Games, modify, or create derivative works based on our Games, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law).

Except for use of the Games as permitted herein, any other use of Games, or any respective parts is strictly prohibited and infringes our intellectual property rights and may subject you to civil and criminal penalties, including possible monetary damages. Rights to trademarks, Games and all associated content, are reserved to their respective owners and protected by Lithuanian and International copyright, design, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not copy or download any content of our Services, unless we expressly authorized you to do so. You may not remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to Services.

We agree to enable you to contribute User generated content ("UGC") – photos, music, artwork and texts, and in exchange, when you contribute UGC to us, you expressly grant to GI a non-exclusive, perpetual, royalty-free, worldwide, complete and irrevocable right to quote, use, reproduce, modify, transmit or by other ways communicate, create derivative works of, print, sublicense, publicly display and perform UGC, or any portion thereof, in any manner, on any medium, whether now known of hereafter devised, without notice, payment or attribution of any kind to you or any third party (i.e. anonymously). You grant us all licenses, consents and clearances to enable GI to use UGC for such purposes.

Section 3. Games and participation

You can find information about our Games, their features, gameplay, functions and system requirements on our [web site](#), on application stores and on other platforms. We

are constantly developing our Services in consideration of User interest, and therefore, we may replace, add or exclude, alter and modify our Games and their characteristics at any time. Our Games can only be used in the currently valid versions and GI is under no obligation to continue providing either support or updates for versions of a Game that are not up-to-date.

IMPORTANT NOTICE: YOU HEREBY EXPRESSLY CONSENT AND ACKNOWLEDGE YOUR RESPONSIBILITY FOR ANY INTERNET CONNECTION FEES THAT YOU INCUR WHEN ACCESSING OUR SERVICES. THIRD-PARTY TRANSACTION FEES MAY APPLY TO YOUR IN-GAME PURCHASES: PLEASE REFER TO THEN-CURRENT RULES OF PAYMENT PROVIDER(S) YOU MAY SELECT.

You may contact our support team through our web site, by using [this link](#), and/or you may send us an e-mail to george.medebeem@nigellamagg.com at any time. We do not provide telephone support at the moment.

We aim to improve your usage experience and may add new or remove existing features and content in our Games, but we will only do so taking into consideration and balancing User interests. For reasons that include, without limitation, system security, stability, and multiplayer interoperability, we may need to update, create new versions of or otherwise enhance Games and accordingly, the system requirements to participate in Games may change over time. You consent to such automatic updating.

You understand that GI's introduction of various technologies may not be consistent across all platforms and that the performance of our Games may vary, depending on your computer and other equipment.

If your Game is connected to your user account on any platform (such Google Play, Apple Game Center) and you lose access or experience any other issues with your user (email) account on that platform, please contact the customer support of the respective platform or email provider. We cannot change your platform user account connected to the Game.

Maintenance may affect availability of our Games, and will only happen in due consideration of User interests. Downtimes may also be caused by technical problems beyond our control.

Our Games are free to play, but you may purchase virtual items, virtual currency in our Games to speed up gameplay and gaming progress by spending real money ("Virtual Items"). Means of payment may vary; depending on which application stores or platform you make your purchase in. Without prejudice to Section 4 below, Virtual Items cannot be exchanged into real money or refunded. You understand that you do not own Virtual Items, but acquire a limited license to use Virtual Items according to the specific Game's gameplay; therefore, the right to use any Virtual Item is conditional to these Terms. No entitlement exists to use Virtual Items for a minimum period of time, unless the description of Virtual Item specifies a particular minimum period of time.

You agree that GI reserves the right to manage, regulate, control, modify and/or eliminate, game elements (which may, among other things, make Virtual Items

substantially more valuable, effective or functional, or less valuable, effective or functional, more common or less common, or eliminated entirely) – for purposes of gameplay and multiplayer balancing. All Virtual Items remain our property.

Hereby you acknowledge that our Games may contain information about our other products or services or special offers. They constitute the integral part of our Games.

Games may contain advertising of third-party products and services. GI disclaims any responsibility for content of such advertising that is not a part of our Games. If you wish to opt-out from receiving and/or viewing ads, you may inform GI by sending us an email to george.medebem@nigellamagg.com

Section 4. Right to withdraw

Some online application stores provide the option to withdraw from any purchase made on such application store without giving any reason. Such refund policy may be published among the respective app store's terms of use. If you applied to an application store and received a refund for purchases made within our Games, we reserve the right to:

1) withdraw from your User account the virtual currency, purchased for the refunded amount, or the items, such virtual currency was spent on, or the purchased and refunded items;

2) to suspend your User account/Game access/Game functionality in case such refunds happen regularly and/or for fraudulent purposes, and/or if virtual currency balance becomes negative.

We may inform you about such withdrawal of Virtual items.

For Residents of EU Member States Only: If you are located in one of the European Union member states, you have the right to withdraw from any purchase made from us within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day when the purchase in question is made.

To exercise the right of withdrawal, you need to inform us ("Nigella Magg Limited" UAB, 5, Adekoya street, Maryland, Lagos, Nigeria, george.medebem@nigellamagg.com) of your decision to withdraw from this Agreement by explicitly communicating so (e.g. a letter sent by post, fax or e-mail). You may use the model withdrawal form below, but it is not obligatory. Model withdrawal form:

- *To Nigella Magg Limited, 5, Adekoya street, Maryland, Lagos, Nigeria:*

- *I hereby give notice that I withdraw from my contract for the following: [INSERT ORDER ID, ITEM]*

- *Ordered on [INSERT DATE] / received on [INSERT DATE]*

- *Name of consumer*

- *E-mail address of consumer*

- *Date*

To meet the withdrawal deadline, you should contact us before the withdrawal period has expired.

In the event that the statutory right of withdrawal is effectively exercised, we shall provide you a refund, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw. GI shall use the same means of payment, through which we have received respective transaction. If the latter is unachievable for any reason, upon written instructions of payment beneficiary, the reimbursement shall be made by means of a wire transfer to designated account.

YOU DO NOT HAVE A RIGHT TO WITHDRAW FROM A TRANSACTION OR OBTAIN A REFUND ONCE DELIVERY OF DIGITAL CONTENT (VIRTUAL ITEMS) HAS STARTED, AT THIS POINT YOUR TRANSACTION IS FINAL. YOU THEREFORE EXPRESSLY ACKNOWLEDGE, CONSENT AND AGREE THAT DELIVERY OF DIGITAL CONTENT (VIRTUAL ITEMS) COMMENCES AT THE MOMENT THE DIGITAL CONTENT (eg. VIRTUAL ITEM) IS ADDED TO AND/OR ENABLED ON YOUR ACCOUNT OR INVENTORY OR OTHERWISE MADE ACCESSIBLE TO YOU FOR DOWNLOAD OR USE.

Section 5. Acceptable use policy

UGC policy. You may not submit UGC that is (i) offensive, unlawful, obscene, defamatory, libelous, threatening, abusive, inappropriate, pornographic, harassing, hateful, or otherwise unlawful or violates any law; (ii) fraudulent or misrepresentative; (iii) protected by any applicable copyright laws, trade secret or that otherwise infringe the privacy rights, property rights, or any other rights of any person; (iv) an advertisement or solicitation of business, funds, products or services; or (v) impersonating another person or invading the privacy of any third party. We reserve the right (but shall have no obligation) to decide whether any UGC that you use complies with these Terms and we may in our sole discretion remove such UGC, suspend and/or terminate Agreement with the User in question.

GI is neither obliged, nor able to pre-moderate UGC and does not guarantee the accuracy, quality, or integrity of any UGC communicated via the Services. By using the Services you acknowledge and accept that you may be exposed to material you find offensive or objectionable.

Communication channels policy. Services may provide communication channels such as forums, communities, or chat areas, designed to enable you to communicate with others. GI has no obligation to monitor these communication channels but it may do so and reserves the right to review materials posted on the communication channels and to remove any materials at any time, with or without notice for any reason, at its sole discretion. GI may also terminate or suspend your access to any channels at any time, without notice, for any reason, including, but not limited to other User's complaints concerning your use of obscene words or posting of materials that contain threats or abuses. You acknowledge that chats, postings, or materials posted by users on the

channels are neither endorsed nor controlled by GI, and these communications should not be considered reviewed or approved by GI. GI will not under any circumstances be liable for any activity within communication channels, which are public and thus you have no expectation of privacy regarding your use of communication channels. GI is not responsible for information that you choose to share within communication channels.

Gaming policy. You agree that your use of the Services should be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Services in order to:

- post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable;
- defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable;
- upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or other users' computers;
- violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- attempt to obtain passwords or other private information from others;
- improperly use support channels or complaint buttons to make false reports to GI;
- develop, distribute, or publicly inform other users of "auto" software programs, "macro" software programs or other "cheat utility" software program or applications;
- exploit, distribute or publicly inform others about any Game error, miscue or bug which gives an unintended advantage;
- attempt to interfere with, decipher any transmissions to or from, hack into or damage in any way the servers of GI or Nigella Magg Limited Group;
- use the Services or any part thereof for performing in-Game services, such as power-leveling and item collection services, in exchange for any consideration;
- advertise the intent to or commit the act of buying, selling, trading, sharing, or transferring access to your User account or Virtual Items to any third party for consideration unless GI expressly authorizes otherwise;

- transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- exercise any fraudulent/illegal activity that could lead to false payment in the Services, such as getting any advantages and/or Virtual Items without actual payments;
- transmit, make available or otherwise promote or support cheats, hacks, cracks, malicious programs, viruses or any other computer code, files or programs that have the effect of or are intended to modify, impair, disrupt, destroy, interfere with, change or limit the functionality of the Games or any portion thereof, take control of any computer software, hardware or telecommunications equipment or interrupt any user's uninterrupted use and enjoyment of our Games;
- exercise any fraudulent/illegal activity that may lead to change of features and parameters of the Services or any parts thereof, including recovery of used advantages and/or getting additional advantages, including advantages which can be received without payments;
- create any User account by automated means or false pretenses, create more than one account per device, or use any other User account(s) for any purpose, including to circumvent a suspension or ban;
- exercise any time changes (i.e. changing time zones on your device, other change of device time for 2 days or more) that may lead to acquiring additional advantages in Games or to prolong the term of advantages;
- violate any provisions of the Game Rules (if any);
- violate any applicable laws or regulations or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software or cheats or hacks for the Games.

If you notice any suspicious misconduct or misuse of the Services we encourage you to report it by sending us an email to george.medebem@nigellamagg.com.

Game rules and penalties.

In-Game rules, policies and restrictions (if any) ("Game Rules") constitute an integral part of these Terms.

You agree that your use of the Services should be in compliance with the Game Rules. You hereby agree that Game Rules violations may cause GI to impose penalties upon you, including but not limited to:

- in-Game penalties involving no suspensions;
- temporary and/or permanent in-Game suspensions (chat/forum suspension; suspension of particular in-Game functions, etc.). You hereby

acknowledge that such suspensions do not constitute suspension of your User account or Game access and do not affect your Game experience;

- User account/Game access suspension; and
- Game access suspension for a particular User device. In-Game penalties are imposed in accordance with Game Rules and depend on the nature, scope and frequency of Game Rules violations by the User.

Violations of Game Rules by the User constitute a material breach of these Terms.

Naming policy. Nicknames, clan names, and other in-Game user-nameable item or entity used or created by you should not:

·be obscene, vulgar, sexually explicit, offensive, hurtful, harmful, refer to sexual acts, make inappropriate references to human anatomy or bodily functions,

·promote drugs, be profane, anti-gay, ethnically, racially or sexually offensive or impart any real-world hostility toward a specific nationality, race or religion, no name shall refer to any aspect of sexual orientation pertaining to themselves or other users under any circumstances;

·violate any applicable law;

·violate intellectual property rights of any third party and/or GI;

·call for extremist and terrorist activities or justify similar activities, or bring attention to the needs of extremist and terrorist organizations, groups and persons;

·contain information discrediting or offending public officials and/or any state symbol;

·contain serial numbers for commercial software products, logins, passwords and other means for obtaining unauthorized access to fee-requiring resources on the Internet;

·contain statements or information divulging data that may represent a state or official secret or other confidential information;

·contain threats, coarse and slanderous expressions and proposals conflicting with generally recognized rules of morality and wrongfully use third party's personal information (including, but not limited to, mentioning any addresses and telephone numbers or any other individual contact information without consent of such third party);

·consist only of numbers, names of geographical objects, political parties, well-known titles and names;

·reflect, glorify or emulate any real-world group or organization, historical events, sport team, terrorist society, criminal elements, discriminating organizations, other communities bearing a negative connotation or connection to crimes against humanity, facts of discrimination or segregation by nationality, gender or religious principle or

their leaders and figureheads (this includes the use of names of real-world military, political or religious groups, religious figures);

- use the character name of another player to falsely represent his or her identity.

GI reserves the right at its own discretion to change, refuse to register nicknames, clan names, descriptions or other in-Game names without giving an explanation, suspend the Services and/or terminate this Agreement in case they violate the above rules or due to other reasons. This policy may not cover all inappropriate or disallowed names. GI reserves the right to reject any name it concludes, in its sole and absolute discretion, is indecent, obscene, offensive, or that otherwise violates our naming policy or Terms. GI reserves the right to examine names on a case-by-case basis and take whatever action it deems necessary in its sole and absolute discretion. If you see a name that you feel violates our naming policy, please report it to: george.medebem@nigellamagg.com.

Health Warning. Certain people may experience a seizure while watching certain monitor images, including flashing lights or patterns that may appear while playing video/online games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause photosensitive epileptic seizures while playing video games. These seizures may have a variety of symptoms, including lightheadedness, dizziness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness, loss of consciousness, involuntary movement or convulsion. **Please IMMEDIATELY stop playing and consult a doctor, if you experience any of these symptoms.** Please also note that when playing video/online game you should take certain standard health and safety precautions, including avoiding playing when tired and drowsy, taking 10 to 15 minute breaks every hour, sitting at a reasonable distance from the screen in a well-lit environment.

Section 6. Termination and cancellation

The Agreement between GI and User runs for an indefinite term. Either party may terminate the Agreement at any time by giving 14-days notice (this requires written or electronic mail communication). You may also terminate the Agreement with us with immediate effect by deleting Game from your device or from your social network applications.

Either party may terminate the Agreement for cause without giving notice. Grounds for such termination for cause include material breach of these Terms. If the User fails or GI has strong grounds to believe that he/she has failed to comply with any of the provisions of these Terms, GI without notice may: (i) terminate the Agreement with the User and delete his/her account and the User will remain liable for all amounts due under his/her account up to and including the date of termination; and/or (ii) prevent the User's further access to the Services (or any part thereof), (iii) temporarily suspend the User account/Game access and/or Game support services until the breach is cured.

GI reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time and GI will not be liable to User or any third party should it exercise such rights.

Section 7. Technical data usage

You agree that GI may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, which is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Games. GI may use this information to improve its products or to provide Services to you, as long as it is in a form that does not personally identify you.

Information collected from User is subject to then-current policies of applicable social network or application store. By using the Services, you may be granting a social network or application store permission to share your e-mail address and any other personally identifiable information with GI. We are committed to respect your privacy and the confidentiality of your personal information. We will process your personal information in accordance with our [Privacy Notice](#). Please read it carefully before you commence to use our Services.

Section 8. Disclaimers and limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SERVICES ARE PROVIDED “AS IS” AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER. GI WILL PROVIDE THE SERVICES WITH REASONABLE CARE AND SKILL, BUT DOES NOT MAKE ANY OTHER PROMISES OR WARRANTIES ABOUT THE SERVICES AND IN PARTICULAR DOES NOT WARRANT, CLAIM OR REPRESENT AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS.

GI makes no warranties or representations about the accuracy or completeness of the content of the Services and of the content of any sites linked to the Services; GI assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) any interruption or cessation of transmission to or from the Services, (iii) any bugs, viruses, trojan horses or any other similar software which may be transmitted to or through the Services by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the Service.

In no event will GI, its subsidiaries, affiliates, directors, officers, agents, contractors, partners and employees, be liable to you or any third party for any special, direct, indirect, incidental, punitive or consequential damages whatsoever, including any lost profits or lost data arising from your use of the Services or materials, accessed through or downloaded from the Services, whether based on warranty, contract, tort or any other legal theory and whether or not GI has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that GI shall not be

liable for UGC or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely on you.

Nothing in these Terms excludes liability for damages sustained due to intentional fault or gross negligence. These Terms do not exclude or limit liability for impairment of health or deprivation of life or non-pecuniary damage caused to the User.

You agree to indemnify and hold GI and each of its subsidiaries, affiliates, directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising from or in connection with (i) your use of and access to the Services with violations of any of these Terms; (ii) your infringement of any third party right, including without limitation any copyright, property or privacy right; (iii) any UGC you communicate through the Service.

If we are unable to provide the Services as a result of force majeure, we will not be in breach of any of its obligations towards you under these Terms.

Section 9. Governing law and dispute resolution

Lithuanian law governs these Terms and all relations of GI and Users arising hereof, excluding the United Nations Convention on Contracts for the International Sale of Goods, and without regard to principles of conflict of laws. If, at the time when the Agreement between GI and User is concluded, the latter's usual domicile is located in another country, within the European Union, the validity of mandatory rules of the country in question shall be in force.

In an effort to accelerate resolution and reduce the cost of any dispute, controversy or claim related to, or arising out of, these Terms or any policy, document or agreement incorporated herein ("Dispute"), you and GI agree to first attempt to negotiate any dispute, controversy, or claim, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other legal basis, that arises out of or relates to the Dispute informally for at least thirty (30) calendar days before initiating any arbitration, online dispute resolution or court proceeding.

Negotiations will begin upon receipt of written notice sent by the party bringing the Dispute. GI will send its notice to your billing address and/or forward a copy to the email address you have provided to us (if any).

You may send your notice to GI at Nigella Magg Limited, 5, Adekoya street, Maryland, Lagos, Nigeria, Attn: Legal Department and/or by email to: george.medebem@nigellamagg.com.

If a Dispute cannot be resolved through negotiations, you agree that any and all Disputes arising out of or in any way related to the Games or Services shall be resolved individually, without resort to any form of class action, and consent to the EXCLUSIVE jurisdiction and venue of the appropriate court situated in Vilnius, Lithuania, unless other applicable legislation states otherwise.

For Residents of EU Member States Only: For the purposes of any disputes hereunder, you agree that any and Disputes arising out of or in any way related to the Games or Services may be resolved amicably or by means of European Online Dispute Resolution platform (ODR platform).

The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase, and allows consumers to submit their contractual dispute and conduct the Alternative Dispute Resolution (ADR) procedure online at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

In case an amicable or ADR settlement is not found you may bring proceedings against us in the jurisdiction where GI's domiciled or in the jurisdiction where you are domiciled, without resort to any form of class action.

You and GI agree that if any portion of this Section 9 is found illegal or unenforceable, such portion shall be severed and the remainder of this Section 9 shall be given full force and effect. Any Dispute subject to any such portion of this Section 9 shall be decided by the court.

Section 10. General

These Terms, along with our Privacy Notice and Game Rules constitute the entire agreement between you and GI with respect to your use of the Service.

You may not assign these Terms or any rights or obligations contained herein. GI may, without prior notice, assign these Terms or any rights or obligations contained herein to any third party.

If any provision of these Terms is held to be invalid or unenforceable, validity and enforceability of the remaining provisions shall not be affected.

GI's failure to exercise, or delay in exercising, a legal right or remedy provided by these Terms, or by applicable law, shall not constitute a waiver of GI's right or remedy.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND ALL RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE SERVICE YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND GRANT GI THE RIGHTS SET FORTH HEREIN.