

City Swipe Terms and Conditions

Effective Date: February 6, 2025

Last Updated: February 6, 2025

INTRODUCTION

Welcome to City Swipe, a service created by The Funshark Company, which includes websites, applications, forums, content, functionality, products and services (together with the platform services) to allow users to play and connect.

By accepting these User Terms, you also agree to be bound by the following:

City Swipe Creator Terms, which apply to all users who access this service. They cover items such as the offering of virtual content and the use of music on this service.

City Swipe Privacy Policy, which explains information that we collect about you if we protect that information and how that information may be used.

City Swipe Community Standards, which explains the conduct standards expected from users, and outlines behavior prohibited on this service.

Content Labels, which provide information regarding the content maturity and content descriptors associated with experiences in this service.

For United States Users, City Swipe's Arbitration Agreement, outlines how disputes between you and The Funshark Company/City Swipe will be resolved. Specifically these terms contain a binding, individual arbitration and class action waiver. This means that you give up the right to bring an action in court, individually or as part of a class action.

Please read these City Swipe terms and conditions carefully before using Our Service, as they set forth a legally binding agreement between you and City Swipe. By using the service you affirm that you have reached the legal age of majority in your jurisdiction and state of residence, and understand, accept, and agree to be bound and abide by the City Swipe Terms and Conditions. This game features destruction of various city property, vehicles, fictitious cartoon animals, and insects via fire, bombs, lightning and lasers. If you do not agree to the City Swipe Terms and Conditions, you must not use this service.

If you are under the legal age of majority (a minor) in your jurisdiction or state of residence, before using this service, your parent or legal guardian must read and consent to the City Swipe Terms and Conditions. By permitting a minor to use this service, a minor's parent or guardian becomes subject to City Swipe Terms and Conditions, and agrees to be responsible for all of the minor's activity on this service, including the purchase of any virtual content. These City Swipe

Terms and Conditions also apply to any visitors, users, and others who access or use this service at any time.

The City Swipe Terms and Conditions are subject to change. To the extent required by applicable law, City Swipe will provide the user with reasonable advance notice of any material updates or modifications made for legal reasons (as determined by City Swipe) will be deemed to be effective immediately and without notice. Changes shall be in effect as of the "Last Updated" date listed at the top of this page. Your continued use of this service after the "Last Updated" date constitutes your acceptance and agreement to such changes.

Your access to and use of this service is also conditioned on your acceptance of and compliance with City Swipe Privacy Policy. Our privacy policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use this service or the City Swipe website, and tells you about your privacy rights and how the law protects you. Please read our privacy policy carefully before using our service.

City Swipe Community Standards explain the conduct standard expected from using this service and outlines behaviors prohibited on this service. City Swipe's mission is to provide entertainment to the world and give users an idea of what entities exist in a major city. As our gaming community evolves and our user platform grows, our community standards may change as well. When they change, we will let you know on this page. If you see something that you think violates City Swipe's Community Standards, or otherwise make you feel unsafe, or unhappy, please let us know by using the contact feature in the City Swipe website. We appreciate your cooperation and commitment to keeping City Swipe safe and enjoyable for all of its users.

City Swipe does not feature any violent content or gore, no romantic or sexual content, no illegal and regulated drugs, and no strong language, including slurs, hate speech, or any sexual context. In this service, there are references to and depictions of alcoholic beverages and establishments that sell alcoholic beverages. There are also tobacco references, including depictions of cigar and hookah lounge establishments. If you are struggling with your exposure to these items, it is advised that you discontinue play immediately if you feel discomfort in any way while viewing any part of this service.

DEFINITIONS

For the purposes of these Terms and Conditions:

Application - means the software program provided by The Funshark Company downloaded by you on any electronic device, named City Swipe.

Application Store - means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the application has been downloaded.

Affiliate - means an entity that controls, is controlled by or is under common control with a party, where control means ownership of 50% of the share, equity interest or other securities entitled to vote for election of directors or other managing authorities.

Country - refers to: location where you downloaded the application.

Company - refers to The Funshark Company, LLC (referred to as either “the Company,” “We,” “Us,” or “Our” in this Agreement).

Device - means any device that can access this service such as a computer, cellphone, or a digital tablet.

In-App Purchase - refers to the purchase of a product, item, service, or subscription made through the application and subject to these Terms and Conditions and/or the Application Store’s own Terms and Conditions.

Service - refers to the Application.

Terms and Conditions (also referred as “Terms”) - means these terms and conditions that form the entire agreement between you and The Funshark Company regarding the use of this service.

Third Party Social Media Service - means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by this service.

You - means the individual accessing or using this service, or the company, or other legal entity on behalf of which such individual is accessing or using this service, as applicable.

LINKS TO OTHER WEBSITES OR APPLICATIONS

Our service may contain links to third-party websites or services that are not owned or controlled by The Funshark Company or City Swipe. The Funshark Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that The Funshark Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the Terms and Conditions and Privacy Policy of any third-party websites of services that you visit from links or ads from within our service.

TERMINATION

The Funshark Company and City Swipe may terminate or suspend your access to this service immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach the Terms and Conditions. Upon termination, your right to use this service will cease immediately.

LIMITATION OF LIABILITY

Notwithstanding any damages that you might incur, the entire liability of The Funshark Company and any of its suppliers under any provision of this agreement, your exclusive remedy for all of the foregoing should be limited to less than the amount actually paid by you to access this service. To the maximum extent permitted by applicable law, in no event shall The Funshark Company or its supplier be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury and any health related issues, loss of privacy arising out of or in any way related to the use of or inability to use this service, third-party software and or third-party hardware used with this service, or otherwise in connection with any provision of these terms), even if The Funshark Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states and territories do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states and territories, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" DISCLAIMER

This service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, The Funshark Company, on its own behalf and on behalf of its affiliates and its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to this service, including all implied warranties of merchantability, fitness for particular purpose, title and non infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, The Funshark Company provides no warranty or undertaking, and makes no representation of any kind that this service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards, or be error free, or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither The Funshark Company nor any of the company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of this service, or the information, content, and materials or products included thereon; (ii) that this service will be uninterrupted or error free; (iii) as to the accuracy,

reliability, or currency of information or content provided through this service; or (iv) that this service, its servers, the content, or emails sent from or on behalf of The Funshark Company are free of viruses, scripts, trojan horses, worms, malware, time bombs, or other harmful components.

Some states, territories, and jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

INTELLECTUAL PROPERTY

This service and its original content, features, and functionality are and will remain the exclusive property of The Funshark Company and its licensors. This service and its original content, features and functionality will remain the exclusive property of The FunShark Company and its licensors.

This service is protected by copyright, trademark, and other laws of the United States and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of The Funshark Company.

IN-APP PURCHASES

This application may include in-app purchases that allow you to buy products, services, or subscriptions.

More information about how you may be able to manage in-app purchases using your device may be sent out in the applications store's own terms and conditions or in your devices help settings.

In-app purchases can only be consumed within the application. If you make an in-app purchase, that in-app purchase cannot be canceled after you have initiated its download. In-app purchases can not be redeemed for cash or other consideration or otherwise transferred.

If any in-app purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you a replacement in-app purchase or issue you a patch to repair the fault.

You acknowledge and agree that all billing and transaction processes are handled by the application store from where you downloaded the application and are governed by that application store's own terms and conditions.

If you have any payment related issues with in-app purchases, then you need to contact the application store directly.

GOVERNING LAW

The laws of the United States, excluding its conflicts of law rules, shall govern these terms and your use of this service. Your use of this application may also be subject to other local, state, national, or international laws.

DISPUTE RESOLUTION

If you have any concern or dispute about this service, you agree to first try to resolve the dispute informally by contacting The Funshark Company.

UNITED STATES LEGAL COMPLIANCE

You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

FOR EUROPEAN UNION (EU) USERS

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are a resident.

SEVERABILITY AND WAIVER

SEVERABILITY

If any provision of these terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provisions to the greatest extent possible under applicable law in the remaining provision will continue in full force and effect.

WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these terms shall not affect a parties ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

TRANSLATION INTERPRETATION

These Terms and Conditions may have been translated. If we have may them available to you on our service, you agree that the original English text shall prevail in the case of a dispute.

CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right, at our sole discretion, to modify or replace these terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and this service.

CONTACT US

If you have any questions about these Terms and Conditions, You can contact us:

- By email: Cityswipecontactemail@gmail.com
- By visiting this page on our website: www.Cityswipegames.com

