

Fan Site Kit Agreement

This Fan Site Kit Agreement (this “Agreement”) is an agreement between you and Supercell. By accessing or using the Fan Site Kit (defined below), you agree to be bound by and to comply with the terms of this Agreement and the Supercell Terms of Service ("Terms of Service") located at [URL]. This Agreement is part of the Terms of Service, which are incorporated into this Agreement by this reference, and may be modified or terminated by Supercell at any time. Your Fan Site (defined below) may not engage in any activities that violate the Terms of Service.

Supercell is honored by the strong support of our customers and fans. We appreciate the time and effort taken by our supporters in creating fan sites, fan applications, web portals and other exciting resources for the Supercell user community. Supercell wants to encourage our vibrant and enthusiastic user community to share experiences, information and opinions about our games, especially via websites or applications owned or operated by our users, fans and commentators ("Fan Sites"). Note that Fan Sites may include your personal pages on the social networking sites (such as Facebook) provided that your use of those sites remains in compliance with this Agreement and with the policies, terms and conditions of those sites.

Accordingly, Supercell is pleased to provide you with access to certain materials owned by Supercell and made available on this web page, including, but not limited to, product images, artwork, trademarks logos and other intellectual property, for your use on your Fan Sites. We call these materials, collectively, the “Fan Site Kit.” We encourage you to use the Fan Site Kit as long as that use is in accordance with this Agreement. If you violate this Agreement, Supercell may contact you to try to resolve the matter. If we are unable to reach a reasonable resolution, and/or you are a repeat offender, we may pursue legal action. Supercell may, in its sole discretion, terminate the right to use the Fan Kit for any reason whatsoever with or without notice. This means that you will need to remove the Fan Site Kit from your Fan Site immediately at our request.

Limited License to Use the Fan Site Kit

Supercell grants to you a limited, non-exclusive, non-transferable, revocable license to use the Fan Site Kit solely for the purpose of displaying, identifying and discussing Supercell's products on your Fan Sites only.

Specific Rules and Restrictions

The following specific rules and restrictions apply to your use of the Fan Site Kit:

- You must display any materials obtained from the Fan Site Kit without alteration (except that you may make reductions in size as technically necessary to accommodate posting on your Fan Sites).
- You must display all materials from the Fan Site Kit without alteration (except that you may make proportionate reductions in size as technically necessary to accommodate posting on your Fan Site).
- You are not permitted to publish, display, exhibit or use any information about Supercell products (including, but not limited to, any photographs, game text, rules, or drawings of such

new products or their prototypes) that has not already been released to the general public by Supercell or that Supercell has expressly authorized for release to the collector community.

- You are not permitted to charge a fee of any kind to customers or visitors to your Fan Sites for use of the Fan Site Kit materials. You may not charge a fee to customers **for** your applications, unless and until Supercell has approved in writing your application as paid application Supercell may withhold its approval for any reason in its sole discretion. You may, however, monetize your applications by using advertisements. Any and all advertisements must comply with all applicable laws, rules and regulations, including without limitation, those promulgated by the Federal Trade Commission, and including social publishing platform such as Facebook. You are not permitted to use or display Supercell's trademarks or other materials from the Fan Site Kit in any way that is likely to create the impression that Supercell is a sponsor or creator of, or otherwise endorses, your Fan Site.
- All Fan Sites must include the correct copyright and trademark information on each page that contains content related to Supercell's property. When referencing specific game names, game terms, or characters, the appropriate TM or ® should be used as provided in the Fan Site Kit.
- For example, "Clash of Clans and its logos are trademarks of Supercell"; and "© 2012 Supercell"
- On every page of a Fan Site where materials of the Fan Site Kit appear, you must include the following notice in a font legible to end users of the Fan Site: "This web site/application is not affiliated with, endorsed, sponsored, or specifically approved by Supercell. Supercell is not responsible for the operation or content of this site/application. Use the trademarks and other intellectual property of Supercell is only as expressly permitted as set forth in Supercell's Fan Site Kit Agreement located at [link]." For more information about Supercell, please visit their website at www.supercell.com."
- You are not permitted to use or create any materials that are similar to Supercell's logos, trademarks, trade dress, or other elements of Supercell's products or website.
- You are not permitted to manufacture or distribute (for free or otherwise) physical items such as T-shirts that bear any Supercell trademarks or other Supercell intellectual property, except pursuant to separate, express written agreement between you and Supercell.
- You are not permitted to write, produce or create any novels, theatrical productions or other adaptations that include Supercell's intellectual property without our express written permission. If you are interested in engaging in these activities, please contact [URL]
- The Fan Site Kit is not permitted to be used on or in connection with any Fan Site that (i) promotes hacks or cheats, sexually explicit materials, violence, discrimination or illegal activities, (ii) makes disparaging, libelous or dishonest statements about Supercell and/or its products, employees and agents or (iii) contains other objectionable content, as determined by Supercell.

Additional Terms

- Supercell reserves the right to revoke the limited use license in this Agreement at any time, for any reason, and at the sole discretion of Supercell.
- Supercell expressly reserves all rights not expressly granted in this Agreement.
- You may not transfer or assign to anyone any or all of your rights under this Agreement.
- THE FAN SITE KIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

- YOUR SOLE REMEDY (AND SUPERCCELL'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH SUPERCCELL REGARDING THIS AGREEMENT IS FOR YOUR TO STOP USING THE FAN SITE KIT.
- This Agreement is governed by United States and California law (without regard to conflicts of law). Some jurisdictions do not allow the exclusion 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.
- By consenting to this Agreement, you hereby represent to Supercell that you are 13 years of age or older. If you are under the age of 20 in your country and/or state, you may need to obtain the permission of your parent(s) or legal guardian to enter into this Agreement.
- In the event a term of this Agreement conflicts with a term of the Terms of Service, the term of this Agreement shall take precedence with respect to any issues related to the Fan Site Kit.

Thank you in advance for your compliance with the terms of this Agreement. Supercell thanks you for your enthusiasm about our company and games.