

TERMS OF SERVICE

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Thank you for selecting Mistaken Takes Inc. ("Company," "we," or "us") as your gaming choice. This document outlines the terms and conditions that govern your usage of our game (the "Service"). By accessing or using the Service, or by indicating your agreement through a button click or checkbox ("I Agree" or "Continue," for instance), you acknowledge that you have read, understood, and consent to be bound by these Terms of Service (referred to as the "Agreement"), excluding any parts that are not applicable to Mistaken Takes Inc.. It is irrelevant whether you are a registered user of our Service. Please note that the Company reserves the right to modify these terms, and you will be duly informed of any changes as described below. This Agreement applies to all individuals, including players and users ("Players"), who access the Service.

PLEASE CAREFULLY READ THIS AGREEMENT TO ENSURE YOUR COMPREHENSION OF EACH PROVISION. THIS AGREEMENT INCLUDES A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION [Section Number] (THE "ARBITRATION AGREEMENT"), AS WELL AS A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION [Section Number] (THE "CLASS ACTION/JURY TRIAL WAIVER"). UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION [Section Number], THESE PROVISIONS REQUIRE THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. BY LAW, YOU EXPRESSLY RENOUNCE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL FOR YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Our Service

1.1. Eligibility

This agreement is between you and the Company. Before using the Service, you must read and accept these terms. If you do not agree, you may not use the Service. You can use the Service only if you are legally eligible to enter into a binding contract with the Company and are not prohibited by any applicable laws from using the Service. By accessing or using the Service,

you confirm that you meet these eligibility requirements, and you agree to comply with this Agreement and all relevant local, state, national, and international laws, rules, and regulations. It is strictly prohibited and a violation of this Agreement for anyone under the required age to use or access the Service. If you are a parent or legal guardian and you permit your child to use the Service, this Agreement applies to you, and you are responsible for your child's use of the Service. The Service is not available to any Players previously banned by the Company.

1.2. Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, and revocable license to use the Service solely for your personal, non-commercial use. The Company reserves all rights not expressly granted herein, including those related to the Service and any content provided by the Company ("Company Content"). The Company may terminate this license at any time and for any reason or no reason.

1.4. Service Rules

You agree not to engage in any of the following prohibited activities: (i) Copying, distributing, or disclosing any part of the Service in any medium without prior written authorization from the Company. (ii) Using any automated system, such as bots or scripts, to access the Service or disrupt its proper functioning. (iii) Attempting to compromise the security or integrity of the Service or any user accounts. (iv) Collecting or harvesting any personally identifiable information from the Service without consent. (v) Impersonating another person or entity or misrepresenting your affiliation with any person or entity. (vi) Using the Service for commercial solicitation purposes without express written consent from the Company. (vii) Interfering with the proper functioning of the Service or violating any applicable laws or regulations. (viii) Accessing or using the Service through unauthorized means as determined by the Company. (ix) Bypassing any measures implemented by the Company to restrict or prevent access to the Service.

1.5. Changes to the Service

The Company may, at its sole discretion and without notice, change, modify, or discontinue any aspect of the Service. This includes adding or removing features or functionalities or suspending or terminating the Service entirely. The Company may also suspend or terminate your access to the Service for any reason, including violations of this Agreement or engagement in prohibited activities. Upon termination this Agreement will continue to apply to your prior use of the Service.

1.6. Disputes with Other Players

You are solely responsible for your interactions with other Players. The Company does not monitor or endorse these interactions and will not be liable for any disputes, damages, or harm arising from such interactions. If you encounter any issues with other Players, you should report them to the Company for review and appropriate action.

1.7. Service Location

The Service is operated and controlled from facilities located in the United States. The Company makes no representation that the Service is appropriate or available for use in other locations. If you access or use the Service from jurisdictions outside the United States, you do so at your own risk and are solely responsible for compliance with any applicable laws and regulations. You may not use the Service if you are located in a country embargoed by the United States or if you are listed on any government-issued restricted party lists.

2. Our Proprietary Rights

The Service, including software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, and any other intellectual property rights (the "Service Materials"), are the exclusive property of the Company. You may not use, reproduce, distribute, modify, or create derivative works of the Service Materials without the express written consent of the Company. Any use of the Service Materials for purposes not expressly permitted by this Agreement is strictly prohibited.

3. Security

The Company takes reasonable measures to protect the security and integrity of the Service. However, no system can guarantee complete security, and the Company cannot be held responsible for any unauthorized access or security breaches.

4. Indemnification

You agree to defend, indemnify, and hold harmless Mistaken Tales and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) Your use of and access to the game, including any data or content transmitted or received by you.
- (ii) Your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above.
- (iii) Your violation of any third-party right, including without limitation any right of privacy or intellectual property rights.
- (iv) Your violation of any applicable law, rule, or regulation.
- (v) Your willful misconduct.

5. No Warranty

THE GAME IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE GAME IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MISTAKEN TALES INC., ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM [YOUR GAME COMPANY] OR THROUGH THE GAME, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, [YOUR GAME COMPANY], ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE GAME WILL MEET YOUR REQUIREMENTS, BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, BE UNINTERRUPTED OR SECURE, BE ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GAME IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE GAME. [YOUR GAME COMPANY] DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GAME OR ANY HYPERLINKED WEBSITE OR SERVICE, AND [YOUR GAME COMPANY] WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL [YOUR GAME COMPANY], ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE GAME. UNDER NO CIRCUMSTANCES WILL [YOUR GAME COMPANY] BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE GAME OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [YOUR GAME COMPANY] ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF OUR GAME; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GAME; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR GAME BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE GAME; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL [YOUR GAME COMPANY], ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO [YOUR GAME COMPANY] HEREUNDER.

7. Governing Law and Dispute Resolution

7.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, excluding any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.2. Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be settled through arbitration administered by [Arbitration Institution] in accordance with its Commercial Arbitration Rules. The arbitration shall take place in [City, Country], and the language used in the arbitration shall be [Language]. The arbitrator's award shall be final and binding upon the parties, and judgment based on the award may be entered in any court having jurisdiction.

12. General

12.1. Assignment. This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by [Your Game Company] without restrictions.

12.2. Notices. Mistaken Takes Inc. may provide notifications regarding the game and this Agreement through posting on the game's website.

12.3. Amendments. Mistaken Takes Inc. reserves the right to modify or update this Agreement at any time. Your continued use of the game after any modifications or updates constitutes your acceptance of the modified or updated Agreement.

12.4. Entire Agreement. This Agreement, together with any additional agreements you may enter into with Mistaken Takes Inc. in connection with the game, constitutes the entire agreement between you and Mistaken Takes Inc. regarding the game.