

## Terms and Conditions of Service

Welcome to Punch Games! We hope you'll enjoy being a part of our community by participating in online gaming challenges, competitions and tournaments and using other applications, tools and services.

BY REGISTERING FOR AN ACCOUNT WITH US (your "Account"), USING THE SERVICES IN ANY WAY, CLICKING "I ACCEPT" BELOW, DOWNLOADING ANY APPLICATION INTEGRATED WITH PUNCH GAMES, OR REGISTERING FOR OR PARTICIPATING IN ANY COMPETITIONS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND ALL OBLIGATIONS AND RULES THAT MAY BE INCLUDED WITHIN EACH COMPETITION IN WHICH YOU PARTICIPATE ("Rules") (these Terms and Conditions of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the "Terms") IN THEIR ENTIRETY; (B) AGREE TO BE BOUND BY THE TERMS; AND (C) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS. If you don't wish to be bound by the Terms, do not click "I accept" and do not register with Punch Games ("Punch Games", "we" or "us") and do not use the Services. Declining to accept these Terms means you will be unable to participate in Competitions or use your Punch Games account.

### 1. GENERAL TERMS

1.1. ARBITRATION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR SOFTWARE OR SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 14 BELOW. PLEASE READ SECTION 14 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.

1.2. Changes to the Terms. We may amend, change, modify or revise the Terms at any time, and we may post a notice on our website at ("Website") of any material changes, and you can see when these Terms were last revised by referring to the "Updated" legend above. Your continued participation in Competitions and/or use of Software or Services means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please check back here from time to time.

1.3. Eligibility. You may not modify these Terms except in writing signed by both you and Punch Games. For purposes of these Terms, "writing" does not mean an email nor an electronic/facsimile signature.

1.3.1. United States (U.S.). To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email

address submitted during your Account registration; (b) have the power to enter into a contract with Punch Games; (c) be physically located within the U.S. when accessing your Account and participating in Competitions; (d) be physically located within a U.S. state in which participation in the Competition you select is unrestricted by that state's laws; and (e) at all times abide by these Terms. If any one of these requirements is not met at any time, we, as agent for our developer partners, may suspend or close your Account with or without notice.

1.3.2. Non-U.S. To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with Punch Games; (c) be physically located in a jurisdiction in which participation in the Competition you select is permitted and unrestricted by that state or country's laws; and (d) at all times abide by these Terms. If any one of these requirements is not met at any time, we, on behalf of our developer partners, may suspend or close your Account with or without notice.

1.4. Registration. When you create an Account, you will be asked for a legitimate email address that you control and to create a password. After registration, you will be given the opportunity to create a username or accept a username given by the Services. The password and username are needed to participate in the Services. As a registered user, you can update your account settings, including your email address, by logging into your Punch Games Account inside any Punch Games-enabled game and clicking "Account Settings". Also, if you forget either your password or username, you can visit the Website or email us for help. Please keep your username and password secret because you are responsible for all activity in your Account. Although we may offer a feature that allows you to "save" or "remember" your password, this feature makes it possible for third parties to access your Account, so please use that feature prudently because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your username.

1.5. Your Account. As the holder of your Account, you are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to (i) access your Account; (ii) access Services or Software through your Account; or (iii) accept or use prizes, winnings and other representative of value (including without limitation digital trophies, virtual currency or virtual goods) (collectively "Winnings"). Neither your Account nor Winnings nor any Digital Assets (defined in Section 10.3) are transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account in any Punch Games-enabled game.

#### 1.5.1 Activation

To participate in games, the user must have previously, at the start of any game, formalized these Terms and Conditions, having expressly accepted, likewise, the Privacy Policy and Cookie Policy. In addition, prior to the start of participation in any game, the User must

successfully complete the user registration process established on the Platform (user registration being understood as the only registration that allows the User to access, as a participant, the Punch Games Services offered through the Platform), in accordance with the following specialities: Participation without real money: when accessing an Punch Games video game for the first time, the Platform will ask the User for a username and to enter and validate an e-mail address and password. After this process, a tutorial will start. From this moment, the User will be able to play video games, even without having validated the e-mail address, only by playing games with virtual money ("GGs"), until they are used up. Participation with real money: in order for the User to participate in the video games or, if applicable, to challenge another user, using in any case real money, it will be necessary to make a deposit of funds. In addition to the information mentioned in point a) above, the Platform will ask the User for their date of birth and the details of their bank card to proceed with the deposit of funds in their User Account. In any case, in order to proceed with the deposit of funds it will be necessary for the User to validate the e-mail address provided at registration. The deposit methods that the User can use to deposit funds are included on the Platform, in the section "Payment Methods", and can only be used under the conditions established in that section. Participation with real money in competitions: in order to participate in competitions organized by the Platform, the User must make the corresponding deposit of funds in their User Account, fulfilling the prerequisites established in points a) and b) above.

#### 1.5.2 Your username and password

In the event of loss or forgetting the username and/or password, the User may, through the Platform, request a change of password. Once this option is requested, the User will receive an e-mail at the address provided to proceed with changing the password. In the event that the User has not provided an e-mail address as detailed in the previous section, he/she must contact Punch Game Customer Service in order to recover his/her username and/or password. The chosen username may be modified, free of charge, once. In case of second or subsequent modifications, its modification must be requested from the Platform, against payment. In the event that the chosen username is or contains offensive language, Punch Games will contact the user through the associated e-mail address requesting an immediate change in the username, if after 24 hours the user does not make any changes the account will be deactivated. The User will be responsible for maintaining the confidentiality of their username and password, as well as all transactions and movements of their User Account. The User shall be responsible for maintaining the confidentiality of his/her username and password, as well as for all transactions and movements on his/her User Account. The User is solely and exclusively responsible for the custody of his/her password and for its personal and non-transferable use, and shall be liable for any use, authorised or unauthorised, by third parties, exonerating Punch Game from any liability that may arise from use made in the User's name.

#### 1.5.3. Single account

Only a single active user registration is allowed. The User may not have more than one active User Account on the Platform. Before registering another different User Account, the User must

cancel the previous one. The User Account is personal and non-transferable, and reflects the economic transactions linked to the participation and use of the Punch Game Services offered by the Platform and any other additional services offered by Punch Games. Punch Games reserves the right to cancel all accounts associated with the same user. The transfer of funds between several accounts using the social function of the platform will mean the automatic closure of all associated accounts.

#### 1.5.4. Access to the User Account by third parties

In the event that the User has suspicions that the User Account may be being hijacked, he or she must contact Punch Game to proceed with its blocking and, where appropriate, proceed to change the password. In the event of any suspicion that the password may have been disclosed to third parties, Punch Game recommends that it be changed immediately. In any case, for security reasons, it is recommended to change your password from time to time. Punch Games reserves the right to prevent the opening of a User Account when the holder of the User Account is not the User himself/herself, or to suspend the User Account (in the event that it has been successfully opened) and to withhold the balance that may be held in it. In the event that there are indications of suspicion that the User Account is being used by someone other than the person listed in the registration, or that it is being used in a fraudulent manner, Punch Games may cancel the User Account if there are sufficient indications of fraudulent or illicit use of the User Account. Punch Games is not responsible for the access of third parties to the User Account and under no circumstances will it assume responsibility for any loss, costs, claims, expenses and damages that the User may incur as a result of the unauthorized use of the User Account by any another person, or as a result of unauthorized access to the User Account. In this sense, all transactions where the username and password appear correctly will be considered valid, whether they have been authorized by the User.

#### 1.5.5. Voluntary closure of the User Account

The User may request the temporary or permanent closure of their User Account. The voluntary closure period will be determined by the User, notifying the Punch Games Customer Service. In the event that the User requests the permanent closure of the User Account, it may not be reopened.

#### 1.5.6. Minimum age

Access to the Platform is prohibited to anyone under 18 years of age. Therefore, by accepting these Terms and Conditions, the User declares and acknowledges that he/she is over 18 years of age and has reviewed these Terms and Conditions and agreed to them and to the use of the Platform. Notwithstanding what is stated above, Punch Games reserves the right to request documentary proof of your identity and age by whatever means we deem appropriate. In this regard, in the event that Punch Game requests the User to provide the aforementioned documentary evidence and does not send the required documentation within one (1) month, Punch Game will proceed to cancel the User's registration and User Account. Consequently, (i)

(a) if the User Account balances are higher than the amounts deposited, Punch Game shall only refund the latter; (b) if the User Account balances are lower than the amounts deposited, Punch Games shall refund the amount of the balance that was credited to the User Account; and (ii) if the documents are inaccurate or have been altered or manipulated, Punch Game shall not be obliged to accept these documents as valid. In the event that point (ii) above applies, Punch Game reserves the right to suspend the User's Account, prohibit the User from participating in the Platform's video games and withhold all funds from the User's account, when there is evidence of falsification and the sending of forged, stolen or inappropriate documents.

1.6. Personal Location Data: As a part of this service, on behalf of our developer partners, we collect location information from your device. If you would like to opt out of having this information collected, you can disable location access to any game with the Punch Games SDK through the Settings menu on your mobile device.

1.7. Use of Information Collected: By upgrading an account and providing an email address, users authorize Punch Games to provide them with important announcements, relevant promotions, and other related communications relating to the Service, Software and Competitions. Users will always have the opportunity to opt out of these communications at any time.

1.8 Employee Policy: Punch Games employees may use the Services and/or Software for the purpose of testing the user experience, but may not withdraw money. Punch Games directors, contractors, affiliates, or partners may use the Website, Services and/or Software without such limitation, but only if they do not have any access to non-public information relating to the Services and/or Software that would lead to any advantage in their play using the Services and/or Software.

## 2. SERVICES AND SOFTWARE

### Notice about our services

Punch Game reserves the right, with or without prior notice, to modify, suspend or terminate the User's access to the Platform for the following reasons (i) for technical reasons (such as technical difficulties experienced by Punch Game or the Internet); (ii) to improve the User's experience; (iii) when Punch Games has legal reasons to do so; (iv) in the event that it no longer makes commercial sense for Punch Game to provide the corresponding part of the Platform or; (v) in the event that Punch Games modifies the services or video games it provides. In the event that Punch Games has indications that the User has engaged in collusive or fraudulent behaviour in the use of the Punch Games Services offered through the Platform, it may provisionally suspend the User until the incident is clarified. In the event that Punch Game has sufficient evidence to be able to consider that the User has committed fraud, collusion, has made its own User Account available to third parties or has in any way violated the Terms and Conditions, Punch Game may transfer the User to present the allegations it deems appropriate and, after analysis, Punch Games may unilaterally terminate these Terms and Conditions. In

this case, Punch Game reserves the right to close the User Account, and to retain all funds deposited in the User Account.

2.1. The Services. On behalf of our developer partners, we may, with or without notice to you: (1) modify, suspend or terminate your access to the Website, Services and/or Software for any reason without liability; and (2) interrupt the operation of the Website, Services and/or Software as necessary to perform maintenance, error correction, or other work. As agent for our developer partners, we may suspend and/or close the account of any user who violates, or whom we reasonably believe may be in violation of or will violate, these Terms, at any time without notice and without liability. Also, and without limiting our other rights or remedies, if we believe you have violated these Terms or if you have violated these Terms, as agent for our developer partners, we may determine that your Winnings, if any, will be forfeited, disgorged or recouped.

2.2. Software. If you wish to participate in Competitions or receive Services, you may be required to first download certain mobile applications from our third-party developer partners which have integrated Punch Games's SDK (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing, is collectively "Software"). If you do not download the Software, you will not be able to participate in Competitions or receive relevant Services. Whether you download the Software directly or from a third party, such as via an app store, your use of the Software is subject to these Terms.

2.3. Remote Access and Updates. We and/or our developer partners choose to offer technical support for Software from time to time in our discretion. Such technical support may require that we or our developer partners remotely access your device on which the Software is installed ("Device"). Also, if and when our developer partners update the Software or deploy patches, updates, and modifications to the Punch Games SDK integrated into the Software, as applicable, we may do so through remote access of your Device without your knowledge. You hereby consent to these activities. You acknowledge that if we or our developer partners cannot remotely access your Device, then the Software may no longer work, and this may prevent you from participating in Competitions or otherwise receiving Services. We and/or our developer partners' access to your Device will be limited solely to (i) providing support (ii) updating the Software or (iii) determining your location for skill-gaming regulatory purposes only, and is governed by the terms of our Privacy Policy.

2.4. Beta Releases. For any Service that is identified by us or our developer partners as a "beta" version ("Beta Service"), you acknowledge and agree that a Beta Service may contain more or fewer features than the final release of the Service. We and our developer partners reserve rights not to release a final release of a Beta Service or to alter any such Beta Services' features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. Beta Services may not be suitable for production use and may contain errors affecting proper operation and functionality.

2.5. Third Party Sites. You may be able to access third-party websites or services via the Software, Services or Website. We are not responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers and game developers). Your use of third-party software, websites or services may be subject to that third-party's terms and conditions.

## 2.6. Blocking, cancellation or error of a game

The sessions of each game may be paused for one (1) hour, forcing an automatic pause of the session in case the User leaves the application voluntarily or involuntarily (due, among other causes, for reasons derived from any technical failure, loss of coverage, empty battery, etc.). In case of loss of Internet connection for any reason (loss of coverage, depleted battery, etc.), the result of the game cannot be sent to the server. In this case, the final result of the User's game will be the last score sent to the server before the disconnection occurred. If the User has not finished the game or has not been able to upload the score to the Services and/or the Punch Game server, the result will correspond to the last score received by the server (the result being equivalent to zero (0) if the User has not been able to send any score to the Services and/or the Punch Games server), the winner being the User whose score registered with the server, in accordance with the provisions of this clause, is higher. If the User, having passed a round (or having drawn for the first time in the same) in a bracket tournament, does not complete the next game in the stipulated time, he will lose the right to a prize or refund in that tournament. Without prejudice to what is stated in this Clause, Punch Games will not be responsible in any case for any disconnections or exits of the User's application caused by reasons attributable to the same, which the User acknowledges and accepts that may cause the impossibility of the result of the game is sent to the server, being, therefore, the result of the same equivalent to zero (0). If a competition is not completed by the corresponding ticket mini-equivalent to the prize awarded, the tournament may be cancelled by returning the full ticket fees to all participants in the competition.

## 2.7. Links

Punch Game declares that it may include links to third-party websites and services on the Platform. The User accepts that he or she does not have control over the content and services of said third parties, that they may have their own terms and conditions and that they are not endorsed by Punch Game, so that Punch Game will in no case respond to the User for losses or damages that said third parties could cause. Any damage or expense caused to the User in relation to said third parties will be the responsibility of the User. In this regard, the User declares, acknowledges and guarantees that he/she is aware that when he/she provides data to third parties, he/she is providing it according to the privacy policy (if any) of those third parties, and that the Punch Game Privacy Policy does not apply in relation to that data.

## 2.8. Absence of guarantees

Punch Game does not assume any responsibility for guarantees, explicit or implicit, related to the platform, which is provided to the User "as is", and is provided without guarantee and without any responsibility regarding its quality, fitness for use, integrity or precision. Although Punch Game will make its best efforts to provide you with a service of the highest quality, reliability and security, Punch Games does not guarantee that the Punch Games Services (Website, Platform, Software, services, video games, etc.) will function uninterruptedly, punctual or error-free. Likewise, Punch Games does not guarantee that the Platform is free from viruses, bugs or other defects, and will use its best efforts to take all reasonable measures to ensure the continuity of the Punch Game service. Access to the Website and/or the Platform may be temporarily limited when maintenance, updating or similar tasks require it.

### 3. COMPLIANCE WITH LAWS

#### 3.1. Prohibited US States/Countries.

You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, and tournaments with entry fees and/or prizes govern your participation in Competitions ("Gaming Laws"), and that Gaming Laws are set up by each individual US state, country, territory, or jurisdiction. Therefore, the Software DOES NOT permit Cash Competitions (as defined in section 8.3) to be offered to users participating in Competitions in any state in which such Competition violates its Gaming Laws ("Prohibited Jurisdiction"), and if you are located in any Prohibited Jurisdiction then you may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, as of the "Updated" date above, include: Arizona, Arkansas, Connecticut, Delaware, Louisiana, Montana, South Carolina, South Dakota, and Tennessee. For card games, Prohibited Jurisdictions include Maine and Indiana. The offer of services offered by Punch Games through its Website or the Platform is not directed to countries in which this type of services is prohibited, additional requirements are demanded or their advertising is restricted. In this regard, access and/or use by foreign users of the Platform and/or the Services offered by Punch Games may be limited in the event that restrictions on gambling are established by the Government of the corresponding country to foreigners that prevent or avoid access to the Services by foreign participants. In relation to the above, the services offered by Punch Games through its Website or the Platform may be limited in the event that access and/or use of the same occurs by users who are in territories such as (by way of example but not limitation) Afghanistan, Belarus, Bulgaria, Democratic Republic of Congo, Ivory Coast, China, Cuba, Egypt, France, French Guiana, French Polynesia, French Southern Territories, Greece, Indonesia, Iran, Islamic Republic, Iraq, Italy, Japan, Lithuania, Macedonia, Malaysia, Myanmar, Nigeria, North Korea, Pakistan, Romania, Russian Federation, Sudan, Syrian Arab Republic, Turkey, Ukraine, Vietnam, Zimbabwe. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. Together with our developer partners, we reserve the right (but have no obligation) to monitor the location from which you access Services, and on behalf of our developer partners, we may block access from any Prohibited Jurisdiction. Each time you log in to participate in a Cash Competition, you must accurately confirm the location from which you are playing.



3.2. Additional Laws. In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. export laws (together with Gaming Laws, the “Applicable Laws”). You are solely responsible for your compliance with all Applicable Laws. Access to Competitions may not be legal for some or all residents of, or persons present in, certain jurisdictions. SERVICES AND COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS. Your participation in Competitions is at your own risk, and you agree not to hold us responsible or liable if Applicable Laws restrict or prohibit your access or participation.

3.3. LEGAL DISCLAIMERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OFFERED BY OUR DEVELOPER PARTNERS OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

#### 4. YOUR REPRESENTATIONS AND WARRANTIES TO US

You represent and warrant to us that (1) you have the right, authority, and capacity to agree to these Terms, to register for an Account, and to participate in those Competitions for which you register; and (2) you will comply with these Terms when participating in Competitions, receiving Services, and/or using Software; and (3) all information you supply to us or our developer partners is complete, accurate and current (and knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your Account and forfeiture of Winnings).

#### 5. YOUR INDEMNIFICATION OF US

You will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys’ fees, arising out of or relating to (i) your breach of these Terms; (ii) any use of your Account, the Website, the Software and the Services by any person including yourself; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct; and, if we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

#### 6. Obligations of the user

##### 6.1. Obligations of conduct

The User agrees not to upload, communicate, transmit or otherwise make available content in the available chats or elsewhere on the Platform: (i) which is or may reasonably be considered to be illegal, harmful, harassing, defamatory, libellous, obscene or otherwise objectionable; (ii)

which is or may reasonably be considered to be an infringement of other people's privacy; (iii) which is or may reasonably be considered to incite violence or racial or ethnic hatred; (iv) which you are not entitled to legally provide (such as information which is privileged, proprietary or confidential); (v) which infringes any intellectual property right or any other proprietary right of any third party; (vi) which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform or any computer software or hardware or telecommunications equipment, or which consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other forms of solicitation. Likewise, the User declares, guarantees and agrees that: (i) he/she will not carry out a conduct that could damage the reputation of Punch Games; (ii) there is a risk of losing money by participating and/or using the Punch Games Services and you agree to be fully responsible for such losses; (iii) the use of the Punch Games Services is made at your sole risk and responsibility for what is left to your entire personal and individual decision; (iv) in relation to their losses, the User may not make any claim against Punch Games or its partners, directors, managers, executives or employees, without prejudice to the possibility of filing the corresponding complaints and claims with the Customer Service of Punch Games; (v) the origin of the funds that are deposited in the User Account for the use of the Punch Games Services is not illegal and that under no circumstances will you use the Punch Games Services as a deposit or money transfer system, also committing yourself to not use the Punch Games Services for any illegal, illicit or fraudulent activity. In accordance with the foregoing, if Punch Games suspects that a User is, or has been, part of a fraudulent, illegal activity or detects suspicious behaviour in relation to money laundering activities, or if the User proceeds in such a way as to breach these Terms and Conditions, your access to the Punch Games Services may be immediately cancelled and/or your User Account blocked, in accordance with the provisions of these Terms and Conditions (without prejudice to the internal investigation actions that Punch Games may carry out, or exercise the legal actions that the parties may be entitled to).

## 6.2. Prohibitions

Illustratively, and without being exhaustive, it is prohibited: disguise, render anonymous or hide your IP address or the origin of any content you may upload; remove or modify any trademark notices or other proprietary rights information appearing on the Platform; cause interference or disruption to the Platform, servers or networks through which the Platform is provided; attempt to decompile, reverse engineer except as permitted by applicable intellectual property law, disassemble or hack the Platform, or circumvent or defeat our encryption technologies or security measures or the data we transmit, process or store; collect, extract or compile any information about the Platform or other users who use the Platform, including, without limitation, personal information or data (for example, by uploading any information-gathering elements such as pixel tags, cookies, graphical exchange formats (GIFs) or similar elements, among others, sometimes known as "spyware" or "pcm (passive collection mechanisms)"); using the Platform to harm, offend or harass someone; creating more than one account to use the Platform; using another person's or entity's e-mail address to register; using the Platform for fraudulent or abusive purposes (including, but not limited to, using our services to impersonate a

person or entity, or otherwise misrepresenting the relationship with a person, entity, our forum or our video games); selling, transferring or attempting to sell or transfer an account you have with us or any part of an account; disobeying the requirements or regulations of any network connected to the Platform; using the Platform in a fraudulent manner by competing or practising falsely for the incorrect categorization of the user's level by the Platform and gaining a competitive advantage over opponents; using the Platform in any other way that is not permitted by these Terms and Conditions or the rules of the video games, which Punch Games may gradually publish in accordance with these Terms and Conditions. use the Platform to violate any law or regulation in force, use any type of game mechanism or automation that edits the scores or provides a competitive advantage to any user, or use the Platform in any other way that is not permitted by these Terms and Conditions. Punch Games will communicate with special attention any operation or pattern of complex, unusual or without an apparent economic or legal purpose, or which presents signs of simulation or fraud and, if appropriate, will communicate the signs and/or elements of judgment collected to the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences.

## 7. PRIVACY

7.1. Privacy Policy. We are committed to your privacy, and our Privacy Policy, the terms of which are incorporated into these Terms as if set forth in their entirety, explains the policies put in place and used by us to protect your privacy as you visit the Website, participate in Competitions, download and use the Software and receive Services, and its terms are made a part of these Terms by this reference. We receive, store and use all information that you submit to the Website and all information you submit in registering for and participating in Services, in accordance with the Privacy Policy, so please read it carefully. We also collect anonymous aggregated and/or statistical data reflecting your use of the Website and Services and may use such data for tracking, reporting and other activities in connection with our business, also all in accordance with the Privacy Policy. We will not intentionally disclose any personally identifying information about you (including information submitted in creating an Account, your social security number, your email address, phone number, or passport, information obtained by the Website from cookies, and information regarding your IP address) to third parties without your consent except (1) where expressly specified in these Terms, (2) where expressly specified in the Privacy Policy, and/or (3) where we, in good faith, believe such disclosure is necessary to comply with Applicable Laws, to enforce these Terms against you, or to help prevent a loss of life or physical injury or crime.

7.2. Communications with You. As also detailed in the Privacy Policy, we may use emails, text messages, and push notifications to notify you when you win our developer partners' Competitions, when a Competition you have entered has completed, and to let you know of special promotions, events and policy changes. We may also communicate with you via email, text message, push notification or chat for any other purpose relating to Services or Software. We or our representatives may monitor all communications made by or received by you while using the Website and Services. If you do not wish to receive these communications from us,

you may opt out by emailing [contact@punch.games](mailto:contact@punch.games), but you acknowledge that opting out may result in your inability to participate in our developer partners' Competitions or receive Services.

7.3. Device Information. Using the Software and Services requires an Internet connection to our servers, and we (on behalf of our developer partners) or our developer partners may need to collect certain information from you and your Internet-enabled device ("Device") in order to make the Software and Services available to you, such as hardware system profile data, internet connection data and any other data related to the operation of the Service from any Device that logs onto the Service using your Account. We will use this information in accordance with the Privacy Policy.

7.4. Warning. Please take care in sending us sensitive information because third parties can unlawfully intercept or access transmissions or private communications between you and us, and you acknowledge that internet transmissions are never completely private or secure. For your safety, you should never reveal any sensitive personal information in any Punch Games-enabled public forums, message boards or chat features.

7.5. Promotional Activities. By registering for an Account, you allow us and/or our developer partners to publicly display your username and tournament records, and to use this information for any purpose. By using the Services, you allow us and our developer partners to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or any biographical information that you submit to us or our developer partners ("Biographical Information") for promotional, marketing or related business purposes, without compensation to you. However, we will never sell your Biographical Information without your prior written consent, and our use of your personally identifiable information is always governed by our Privacy Policy.

7.6. Gameplay Dialogue. On behalf of our developer partners, we may use third party websites and technologies to record or stream gameplay or chat dialogue occurring through the Services, including your own dialogue ("Recordings"). We use Recordings to verify compliance with these Terms and as part of marketing and promotion of the Services. Please do not submit personally identifiable information in gameplay dialogue—this information is available for anyone to see and use. You may record and distribute your own recordings of gameplay dialogue for non-commercial purposes (i.e., you may not record or distribute Recordings for compensation) so long as your recording and distribution: (a) do not include other products or services that are competitive with the Services, and (b) comply with these Terms.

7.7. Children. The Services will not knowingly accept personal information from anyone under 18 years old. If you believe that a child under 18 has gained access to the Services, please contact us at [contact@punch.games](mailto:contact@punch.games). On behalf of ourselves and our developer partners, we have taken commercially reasonable steps to restrict use of Services to those who are at least 18 years old. As agent for our developer partners, we do not sell products or services for purchase by minors.

## 8. ACCEPTABLE USE POLICY

8.1. Rules of Conduct. You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently ban users who violate these rules, or who abuse email communications, support communications, or the community purpose of any message board areas, as determined by us and our developer partners, in our sole discretion. We and our developer partners reserve the right to disable a player's ability to upload profile photos or edit their username at any time.

Profanity, obscenities, or the use of **\*\*asterisks\*\*** or other "masking" characters to disguise such words, is not permitted.

You may not use or upload obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind, as determined by us in our sole discretion.

Service usernames will be displayed as 'Your Name'; impersonating other players is not allowed.

Do not share personal information (your name, phone number, home address, and password) with other users.

Do not transmit or upload any copyrighted or trademarked materials in messages or postings.

Information disclosed in chat rooms, message boards, gameplay dialogue or via eMessages is revealed to the public, and neither we, nor our developer partners, is responsible for information you choose to disclose to others.

Advanced fonts, java, tables, html or other programming codes or commands are not allowed in messages.

You may not attempt to participate in any Service by means of automatic, macro, programmed or similar methods.

You may not commit fraud with regard to any Service.

You may not attempt to impersonate or deceive another user for the purposes of illicitly obtaining cards, passwords, account information etc. (aka "scamming").

You may not make any commercial use of any of the information provided on the Website or through the Services nor make any use of the Website or Services for the benefit of a business.

8.2. Your Content. You acknowledge that the Service is a passive conduit for user content and that: (i) neither we, nor our developer partners, pre-screen user content or communications or (ii) control, verify or pay for any user content or communications. We do not endorse, and specifically disclaim any responsibility or liability for, any publicly posted content. In addition, as agent for our developer partners, we may terminate your access to any public forums at any time, without notice, for any reason whatsoever, and/or delete, move or edit content submitted publicly, in whole or in part. You may only upload, send, and receive messages and material that is related to the subject matter of the public forums, complies with Applicable Laws, and conforms to any additional terms of service posted in the public forums. You may not upload to, distribute, or otherwise publish any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties. Submissions or opinions expressed by users are that of the individual expressing such submission or opinion only. Subject to the foregoing, as agent for our developer partners, we may edit, refuse to post, or to remove any information or materials submitted, in our discretion. You may not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of your submissions or content.

8.3. Cheating, Fraud, and Abuse. In accessing or participating in Services or using the Software, you represent and warrant to us and our developer partners that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. Anyone who engages in, participates in or displays behavior that may be interpreted, in the discretion of us and our developer partners only, as unfair methods in participating in Services or using the Software, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), intentionally poor play in certain games to achieve competitive advantage, collusion with other players (e.g. intentionally losing rematches in Cash Competitions), deliberate transfer of money between accounts (e.g., "money laundering"), harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, "Abuse"), you will be subject to immediate sanction (as determined by us and our developer partners only), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Website and Services; (2) any Winnings that you may otherwise have been entitled to receive shall be void and forfeited; and (3) any Winnings received by you shall be subject to disgorgement and/or recoupment. In addition to the foregoing, as agent for our developer partners, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we, solely, or in conjunction with our developer partners, may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all

of our and/or our developer partners' fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

8.4. Hacking, Tampering, or Unauthorized Access. Any attempt to gain unauthorized access to systems or any other user's account, interfere with procedures or performance of Services, Software or the Website or deliberately damage or undermine the Services or Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings. You acknowledge that we are not responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your Account.

8.5. Restrictions. Any use, reproduction or redistribution of the Service, Software, or related products or services (including without limitation, Digital Assets) not expressly authorized by these Terms is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (a) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (b) providing unauthorized means through which others may use Services such as through server emulators; (c) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Websites or Services; (d) interfering with any other party's use and enjoyment of Services and/or Software (including cheating) or the Website; and/or (e) attempting to gain unauthorized access to third party accounts, the Service or Software.

## 9. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS

9.1. Fees. Fees and payments for Services that you pay to participate in Competitions ("Fees") and billing procedures are detailed in the billing application. If Fees are charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals. The price of Services may change at any time, but no price change will affect your past purchases.

9.2. Billing. As agent for our developer partners, we may change Fees and billing procedures by updating the billing application with or without notice to you. By providing a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us, as agent for our developer partners, to charge you for the Services using your payment method; and (iii) authorize us, as agent for our developer partners, to charge you for any paid feature of the Services that you choose to sign up for. As agent for our developer partners, we may bill you (a) in advance; (b) at the time of purchase; or (c) shortly after purchase, in our sole discretion. You must tell us within 120 days after an error first appears on your bill for an investigation of the charge to occur promptly. After 120 days from the first appearance of the error, neither we nor

our developer partners (i) will be liable for any losses resulting from the error and (ii) will be required to correct the error or provide a refund. If we or our developer partners identifies a billing error, it will be corrected within 90 days. You must pay for all reasonable costs we, as agent for our developer partners, incur to collect any past due amounts, including without limitation reasonable attorneys' fees and other legal fees and costs.

**9.3. Cash Deposits.** If you play games integrated in a Competition without depositing U.S. Dollars into your Account for that Competition, then you are a "Non-Cash Player" with respect to such Competition. However, if you play in a Competition that requires an entry paid in U.S. Dollars ("Cash Competition"), then you are a "Cash Player", and if you establish a positive Account balance for entry fees for Cash Competitions, then you must submit and maintain at all times the following current and correct information: your full name, your permanent residential address, your phone number and your credit card or other payment information. Participating in Cash Competitions may require establishing a positive Account balance in any amount we or our developer partners determine. If you are a Cash Player, by submitting this information, you consent to allowing us and our developer partners to share your personal and payment information in confidence with third party service providers for the purposes of validating your identity and assessing the transaction risk associated with accepting your selected method of payment, and for any other purpose as detailed in our Privacy Policy. If you make a credit card deposit, an authorization request will be submitted to the issuing bank of at least Ten U.S. Dollars (US\$10.00) to your credit limit, even if the actual amount charged may be lower. When you withdraw funds from your account, you may be required to submit your social security number or other identifying information. Failure to provide your social security number or other requested identifying information at that time may result in inability to process your withdrawal for any winnings.

**9.4. Bonus Funds.** If you are a Cash Player then you may be granted bonus funds and/or credits ("Bonus Funds"). Bonus Funds can be used to enter Cash Competitions, but cannot be withdrawn or used for any other Service. When you enter a Cash Competition, US\$0.01 (one U.S. cent) of Bonus Funds will be used to enter the competition for every US\$0.10 (ten U.S. cents) spent on the Cash Competition entry fee. Notwithstanding the foregoing, additional Bonus Funds will be used to enter Cash Competitions if Bonus Funds are the only currency available in your account. When you win a Cash Competition, any Bonus Funds that you have used to pay the entry fee will be returned to you and any additional winnings beyond your entry fee will be paid in U.S. Dollars. If you initiate a withdrawal of funds from your Account, you will forfeit all Bonus Funds currently in your Account. If you do not enter a Cash Competition within a continuous 60 day time period, all Bonus Funds in your account will be forfeited.

**9.5. Withdrawals.** If you are a Cash Player, you may request a withdrawal of funds from your available Account balance at any time. Digital Assets and Bonus Funds cannot be withdrawn. Processing of requested funds is made by check or by refund to the payment method used to make your deposit and may take up to ninety (90) days; provided, however, that we, as agent for our developer partners, may freeze your Account and/or delay a request for withdrawal of funds pending completion of any investigation of reported or suspected Abuse, verification of



eligibility or to comply with Applicable Laws. A check request processing fee of up to \$2.00 for any withdrawal of less than \$10.00 may be assessed.

9.6. Closing Accounts; Forfeiture of Funds. If you close your Account, funds in your Account will be returned subject to the terms of Section 8.5. If your Account is unilaterally closed or terminated for cause as allowed in these Terms, funds in your Account may be forfeited and not returned to you. If your funds are forfeited by you in accordance with this Section or Sections 2.1, 4, 7.3, 7.4, 7.5 or 8.9 hereof, these funds may be used to defray the costs of administration and enforcement of these Terms, allocated or disbursed such amounts to other Services or donated these funds.

9.7. Account Monthly Maintenance Fee. If your Account is inactive (i.e. you have not entered at least one (1) tournament) for six (6) consecutive months or more, a maintenance fee of \$2.00 per month may be charged (the "Monthly Maintenance Fee"). After five or more months of inactivity you will be notified by email that if your Account remains inactive for one more month, the Monthly Maintenance Fee will be deducted from your Account each consecutive month after that that it remains inactive. The Monthly Maintenance Fee will not be deducted from your Account if there are no funds in your Account. However, if your Account has no funds and has been inactive for twelve or more consecutive months, your Account may be closed.

9.8. Refund Policy. Unless otherwise required by law, no refunds are given.

9.9. Winnings. If you are eligible to receive Winnings, in our capacity as agent for our developer partners, we may require that you provide proof that you are, or were at the time of your participation in the subject Competition, eligible to participate in accordance with these Terms and that your participation was in accordance with these Terms. If you do not provide such proof to our or our developer partners' reasonable satisfaction, then you will not receive the relevant Winnings. If you receive a payment in error, we, as agent for our developer partners, may reverse or require return of the payment. You agree to cooperate with our efforts to do this, in our capacity as agent for our developer partners. We may also reduce payment to you without notice to adjust for any previous overpayment.

9.10. Credit Card/PayPal Use. When you pay for any charges by credit card, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party (such as PayPal) in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings, and pursuit of civil litigation and/or criminal prosecution.

9.11. Taxes. If you are a U.S. resident, we, as agent for our developer partners, may send you an IRS Form W-9 and 1099-MISC or other appropriate form if your Winnings total \$600 or more

in any given calendar year. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, as agent for our developer partners, we may withhold from your existing Account balance and/or from future Winnings any amount required to be withheld by Applicable Laws, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Laws.

## 10. COPYRIGHT COMPLAINTS

The Digital Millennium Copyright Act (DMCA) provides copyright owners who believe that their rights under the United States copyright law have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your copyrighted work has been copied without your authorization and is available in the Services in a way that may constitute copyright infringement, you can provide notice of your claim to the designated agent listed below. For your notice to be effective, it must include the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located in this game;  
Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party can be contacted;

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

A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Punch Games' Designated Agent is: Punch Games Inc., [contact@punch.games](mailto:contact@punch.games).

## 11. PROPRIETARY RIGHTS

11.1. Your Content. Subject to these Terms, you grant to us a worldwide, perpetual, unrestricted, royalty-free license to use, copy, modify, distribute, publish, perform, transmit and display any and all communications, materials, content and information that you submit to us or our developer partners, whether directly or through the Website, Services or Software ("Content"), and waive any moral rights you may have in Content. Subject to these Terms, any communication or material you transmit to us, including any data, questions, comments, suggestions or the like, will be treated by us and our developer partners as non-confidential and

non-proprietary. Subject to these Terms, we and our developer partners may use Content for any purpose, without any compensation, accounting or other liability or obligation to you. If you use or share Content in a way that infringes others' copyrights, trademarks, other intellectual property rights or privacy rights, you are breaching these Terms. You represent and warrant to us and our developer partners that for the duration of these Terms you have (and will have) all the rights necessary for the Content you upload or share on the services and that the use of the Content, as contemplated in this Section will not violate any Applicable Laws. If your Account is cancelled or terminated, we and our developer partners may permanently delete your Content from our servers and we have no obligation to return Content to you.

11.2. Software License. Subject to these Terms, we grant to you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software, in object code format only, on a Device owned or controlled by you, solely for the purpose of accessing and using the Services in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not network the Software among devices. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software or its structural framework; (ii) create derivative works of the Software; (iii) use the Software in whole or in part for any purpose except as expressly provided herein; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software that is under your possession or control.

11.3. Digital Assets. Some Services and Software may allow you to create digital objects, such as avatars. Such digital objects, in addition to any digital or virtual objects or assets we assign to your Account, such as "Z", virtual trophies or virtual goods, are collectively referred to as "Digital Assets". You acknowledge that because all Digital Assets are created through the Software and/or Services, we solely and exclusively own all Digital Assets. To the extent we do not automatically own any Digital Asset, you hereby irrevocably, expressly and automatically assign to us, in perpetuity, all right, title and interest in and to any such Digital Assets, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights throughout the world. If you have any rights to Digital Assets that cannot (as a matter of law) be assigned to us in accordance with the foregoing, you unconditionally and irrevocably: (i) waive the enforcement of such rights against us; and (ii) grant to us an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform and otherwise use and exploit such Digital Assets, (b) to use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating or derived from Digital Assets, and (c) to exercise any and all other present or future rights not yet known in Digital Assets. Subject to these Terms, we grant you a limited

license to use Digital Assets through your own Account solely for purposes and in furtherance of your use of Services.

11.4. Ownership. All content of the Website, all Punch Games products and services, all Punch Games logos, symbols, expansion names and symbols, play level symbols, trade dress or “look and feel”, all Digital Assets and those portions of the Software and Services which are property of Punch Games as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of Services and/or Software does not convey or imply the right to use the Services or Software in combination with any other information or products.

## 12. TERM AND TERMINATION

These Terms apply to you and to us from the date that you accept them as provided above, until termination of your Account (whether by deactivation, cancellation, closure, expiration or termination by you or us). You may terminate these Terms at any time and for any reason by going to your Account webpage and following the account closure process. Upon termination of your Account, you must immediately discontinue use of the Services and the Software and your Account and promptly uninstall and delete all copies of the Software. Immediately upon termination of your Account, all license and rights granted to you under these Terms automatically terminate and you shall automatically forfeit the right to use Digital Assets. Your obligation to pay accrued Fees will survive any termination of these Terms. Any and all terms and conditions within these Terms which should, by their nature, survive termination of these Terms, will survive such termination.

## 13. Modification of these Terms and Conditions

The Terms and Conditions are published so that they can be consulted at any time at the following link: [www.Punch Games.com](http://www.Punch Games.com) Punch Games reserves the right to modify, update and change the Terms and Conditions, as well as the Privacy Policy, the Cookies Policy and the rules that apply to each of the video games offered on the Platform, in which case it will inform the user of said modifications or changes, by publishing a new version of these Terms and Conditions on the Website and/or on the Platform. Notwithstanding the foregoing, and in accordance with the applicable regulations, the express consent of the User will be requested by means of a notification when logging into their User Account for the acceptance of the new version of the Terms and Conditions, and the User must expressly accept the new version of the Terms and Conditions. If you are not satisfied, you will not be able to continue participating in the Punch Games Services and you must immediately request that your account be blocked. In this case, and provided that there has been no breach of the Terms and Conditions by the User, the User will be reimbursed the balances that the User had available in his/her User Account at the time of closure or blocking of the account.

#### 14. Claims and Customer Service

The resolution of incidents, complaints and claims in relation to the Punch Games Services will be carried out in accordance with the provisions of the Help section, included in the Platform and/or on the Website. The User may make any claim whenever he or she wishes to do so. To do this, you can write an e-mail to the address [contact@punch.games](mailto:contact@punch.games). The User may file a claim within a period of three (3) months after the date of the circumstance that gave rise to the claim. The complaint shall always be dealt with by Punch Games in a mandatory manner, within a maximum period of one (1) month following receipt of the complaint. The User must indicate in his or her letter his or her Username and a brief description of the facts which are the subject of the complaint and his or her claims. Punch Games will not tolerate any threatening, damaging, abusive or violent behavior by the User towards any of its employees. In the event that the User behaves in such a way (the determination of which will be at our sole discretion), Punch Games reserves the right to suspend and/or close their User Account, and/or to take the measures it deems appropriate.

#### 15. Cession

The User may not transfer, assign, sub-license or give as security in any way the rights or obligations under these Terms and Conditions.

#### 16. DISCLAIMERS

In conjunction with our developer partners, we strive to keep Services up and running; however, all online services suffer occasional disruptions and outages, and we are not responsible or liable for any disruption or loss you may suffer as a result. You should regularly backup content that you store on the Services.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY US OR OUR DEVELOPER PARTNERS (INCLUDING WITHOUT LIMITATION DIGITAL ASSETS AND SOFTWARE) ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES, YOUR ACCOUNT, SOFTWARE, THE WEBSITE AND/OR DIGITAL ASSETS WILL BE SECURE, VIRUS-FREE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SAME WILL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD PARTY COMPONENT, TECHNOLOGY, HARDWARE, SOFTWARE OR SYSTEM.

We are not responsible or liable for any damage, loss or injury resulting from, relating to or arising out of (1) use, access or attempted use or access of Services, Digital Assets, the

Software or the Website; (2) downloading any information from the Software, Services or Website; and/or (3) violations of these Terms by other users. We have no responsibility to enforce these terms for the benefit of any user.

Some states do not allow the disclaimer of implied warranties; as such the foregoing disclaimer may not apply to you in its entirety.

## 17. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER WE, NOR OUR DEVELOPER PARTNERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION OR OTHERWISE, EVEN IF WE OR OUR DEVELOPER PARTNERS, THIRD PARTY SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR DEVELOPER PARTNERS, SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.

## 18. DISPUTE RESOLUTION AND ARBITRATION

18.1. General. This Section applies to any Dispute except for Disputes relating to the enforcement or validity of our intellectual property rights. The term "Dispute" means any dispute, action or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Punch Games Customer Support, 1007 N Orange St. 4th Floor Suite #331, Wilmington, Delaware 19801, United States.

We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and we will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence arbitration. You may also litigate any Dispute in small claims court in your county of residence or San Francisco, California, if the Dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

18.2. Binding arbitration. If you and we do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this Section. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

18.3. Class action waiver. To the maximum extent permitted under applicable law, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

18.4. Arbitration procedure. If you are located within the United States, Canada, the United Kingdom or the European Union, or any of their territories, then any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. You and we each agree to commence arbitration only in San Francisco, California, USA. You may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in a country other than listed above, then arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of these Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope admissible under applicable Laws, and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These Terms govern to the extent they conflict with the arbitrators' commercial rules. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an

equal share of the fees and costs of the arbitrator and AAA; however, the arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal, (ii) obliging the other party to participate in the arbitration proceedings, (iii) requesting any type of conservative or interim measure in connection with the dispute prior to the constitution of the arbitral tribunal, (iv) requesting the appearance of witnesses and/or experts, and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or Dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

18.5. Claims or Disputes. Must be filed within one year. To the extent permitted by applicable law, any claim or Dispute under these Terms must be filed within one year from the date of the cause of action. If a claim or dispute isn't filed within one year, it's permanently barred.

18.6. Equitable Relief. You agree that we would be irreparably damaged if these Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement to arbitrate Disputes, we are entitled without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of these Terms in any court of competent jurisdiction.

18.7 Language of the Terms: If we provide a translated version of these Terms, the User Terms of Service, the Developer Terms and Conditions of Service, the Affiliate Program Terms of Service, the Punch Games Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

## 19. RIGHT OF EXCLUSION

THE HOLDER reserves the right to deny or withdraw access to the website and/or the services offered on it, without the need for any prior warning, on its own or by a third party, from those users who fail to comply with the contents of this legal notice.

## 20. MISCELLANEOUS



These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. These Terms cannot be modified by you, and may only be modified by us as provided above. Our failure to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. Section titles in these Terms are for reference only and have no legal effect. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services or Software. You consent to our providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you created your Account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must close your Account. These Terms are solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns.

A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) to: Punch Games Customer Support, 1007 N Orange St. 4th Floor Suite #331, Wilmington, Delaware 19801, United States. Please print these Terms for your records.

## Privacy Policy

At Punch Games Inc. ("Punch Games", "we", "us" or "our"), we take your privacy and the security of your information very seriously. This Privacy Policy Statement ("Privacy Policy") covers Punch Games-owned and -operated websites, including Punch Games.com ("Site" or "Sites"), and any services offered by Punch Games including technology services that enable independent game developers to host tournaments and provide competitive gaming activity to end-users, and any use of the Punch Games SDK, including all Punch Games Public Forums, and the Developer Console (collectively, the "Services"). This Privacy Policy is incorporated into, and is part of, our Terms of Service available at <https://www.Punchgames8.com> which govern your access to the Site and your use of the Site and/or Services. Unless otherwise defined

herein, capitalized terms shall have the meaning assigned to such terms in the Terms of Service.

If you have any questions regarding this Privacy Policy, please contact us at [contact@punch.games](mailto:contact@punch.games).

For the purposes of EU data protection laws ("Data Protection Law"), Punch Games is a data controller (i.e., the company that is responsible for, and controls the processing of your personal data).

This Privacy Policy describes the categories of information we gather from people visiting our Site and from individual users ("you" or "users") interacting with the Services, and how we use, transfer, and secure such information. By accessing any part of our Site or using any of the Services, you agree to be bound by this Policy. This Policy does not govern information we receive from third parties. If you do not agree to the terms of this Policy, please do not use the Site, or any of our Services. Each time you use any Sites or Services, the current version of this Privacy Policy will apply. Accordingly, when you use any Sites or Services, you should check the date of this Policy (which appears at the top) and review any changes since you last reviewed the Policy.

## 1. SPECIAL NOTICE REGARDING MINORS UNDER 18 YEARS OF AGE

Punch Games respects the privacy of children. The Services are not directed towards young children or minors under the age of 18. Please do not use the Services if you are under the age of 18. Punch Games is intent on complying with applicable laws and regulations regarding minors, including the United States' Children's Online Privacy Protection Act. Specifically, Punch Games will not knowingly collect and maintain any personally identifiable information from individuals under 18.

If you are a parent or guardian who has discovered that your child has submitted personally identifiable information, Punch Games will make reasonable efforts to delete the information from its database at your request. To request the deletion of your child's information, please send an email [contact@punch.games](mailto:contact@punch.games).

## 2. CATEGORIES OF INFORMATION WE COLLECT

We may collect two types of information from users of our Sites and Services: "Personal Information", which is information is about, or relates to, an identified or identifiable individual, or that can be linked to that individual (such as name, email address, etc.), and "Aggregate Information", which is information that cannot be used to identify you (such as frequency of visits to the Site, etc.)

We collect a few categories of Personal Information:

2.1 Personal Information you voluntarily provide us, which may include:

2.1.1 In the course you acting as a job applicant to, an employee of, director of, officer of, or contractor of Punch Games, you may provide certain Personal Information to Punch Games in your applicable role. Said Personal Information could include email address, phone number, name, SSN, bank information and government identification numbers. For the purposes of the California Consumer Privacy Act ("CCPA") this section provides the disclosure of categories of Personal Information we collect regarding the same. Depending on the activities and services that the User selects on the Website/Applications, the Company will process some or all of the following data: Data that you provided us when creating your online account and that may include, but is not limited to: your name, surname, username, e-mail address, birthdate; Information that you provide us when you make a payment on your account and which may include, but is not limited to: name, surname, postal address, date of birth, telephone number; Activity data on the Website/Applications, which would include, but are not limited to: Location, device data, source and destination data, Username, User ID, account password, gaming transactions, data related to online payments (debit/credit cards) and data provided to customer service services (including e-mails and phone calls); Data collected through cookies while using the Website/Applications, including those obtained in offline mode. For more information on the use and management of cookies, please refer to our Cookie Policy; Data provided by third parties who have previously obtained the User's consent to share with us data related to certain services, such as social networks or various mobile applications (when applicable).

2.1.2 Your email address and password to allow you to create a Punch Games account and use the Services. Your email address may also be used for marketing and promotional emails as allowed by applicable law.

2.1.3 Username, if provided by you, to allow you to use the Services. Your username, name, password and email address are collectively referred to as your "Account Information".

2.1.4 Birth date to verify that you are over the age of 18.

2.1.5 Mailing address to allow physical prize fulfillment.

2.1.6 Phone number to allow us to contact you, allow for the use of the Services, and to prevent fraud.

2.1.7 Your mobile device's unique device ID to prevent fraud.

2.1.8 Any Personal Information you choose to add to your profile, such as an image. This Personal Information is used to enhance your use of the Services.

2.1.9 You may provide credit card information or your Paypal username to use certain features of the Services. Punch Games will use third-party credit card processing companies to process your transactions. Punch Games will not have access to your credit card data.

2.1.10 Certain Personal Information, such as first name, last name, shipping address, phone number, and Social Security number, to verify your identity when you withdraw cash from your account and by us and certain third-party service providers to monitor for fraudulent activity and verify that you can legally participate in cash tournaments and withdraw funds.

2.1.11 Personal Information you may choose to submit to us through surveys, sending questions or comments, providing a resume, or other similar activities. This information may be used to enhance the Services, to market to you or others, and to allow us to make appropriate hiring decisions if submitted for that purpose.

2.1.12 The purposes for which we process your data.

To carry out administration tasks for the Website/Applications, including those necessary for the configuration and operation of your account; To ensure the accuracy of the User's data for the purposes of preventing fraud, deceptive practices or money laundering, reducing commercial risks and protecting the integrity of our games. These activities will involve a certain degree of automation in the creation of profiles, based on the User's registration and activity data; To adhere to the General Conditions of the Website/the Applications; To process online payments with third party payment providers and/or financial institutions; To provide the User with customer service, including by phone. Telephone conversations may be recorded for security reasons, for legal requirements and to improve our services; Observe legal and regulatory obligations or respond to the requirements of public authorities. These obligations and requirements refer mainly to financial regulations, the prevention of money laundering and may entail a certain degree of automation in the creation of profiles, based on the User's registration and activity data; To protect our rights, as well as those of our related parties. In this regard, in certain cases we may consider it necessary, always acting in good faith, to record and disclose data, in order to (i) protect, defend or enforce our legal rights, as well as our privacy, security and assets, (ii) protect the security, privacy and trust of both Users and the general public, and (iii) manage commercial risk; To improve the security, services and features of the Website/Applications. This can lead to studies and surveys, and the optional request to the User to communicate their assessments and comments; To carry out possible mergers or asset sales. If the Company disposes of part or all of its business or its assets, or is involved in a merger or business transfer process, it may reveal and transfer the User's data to the other party or parties and; Provide the User, based on their optional consent, with direct marketing communications (i) of a generic nature or based in part on his/her gaming experience, and/or (ii) of a personalized nature, via e-mail, instant messaging and (where applicable) chats, SMS and telephone.

2.1.13 How long do we keep your data?

The data will be kept for the duration of the execution of the General Conditions of the Website/Applications, that is, until you decide to unsubscribe from our services, plus the retention periods provided for or authorized by special laws, once the services have been completed.

#### 2.1.14. Your personal data is secure and will be kept confidential.

The Company carries out the data processing through partially or fully automated electronic means, protecting them with adequate security measures. However, activities capable of producing significant legal effects, such as profile-based decision-making, always involve human intervention, or else the final decision is in the hands of individuals. The Company applies the appropriate legal, administrative, organizational, technical, physical and personnel measures, both by design and by default, to prevent the loss, theft and unauthorized use, disclosure or modification of data. The Website/Applications may contain links to or from networks associated with third party websites or applications. If you access a link that directs you to any of these websites or applications, please note that these will apply their own general conditions and privacy policies. The Company declines all responsibility related to their content. Check these general policies and conditions before accepting the sending of data to these platforms.

### 2.2 Personal Information that is passively collected when you use the Sites or Services:

2.2.1 Our system logs may record certain information about visitors to our Sites, including the web request, internet protocol ("IP") address, device and mobile ad identifiers, browser information, interaction with the Sites, pages viewed, app usage, and other such information; we may collect similar information from emails you receive from us that can help us track which emails are opened and which links are clicked by recipients. Where these elements meet the definition of Personal Information, we will treat them as such.

2.2.2 We use certain cookies, pixel tags and other technologies to help us understand how you use the Sites and enable us to personalize your experience. When you visit our website, we and our third-party service providers may receive and record Personal Information that you have provided and your digital signature, such as your IP address. The technologies we use to track your movements around our website include cookies, tracking scripts and pixels, and tagging technologies, which we may employ to understand your preferences, improve your experience on our website, etc. You can control the use of cookies at the individual browser level. We may ask advertisers or other third-party partners to serve ads or services to your devices, which rely on cookies or similar technologies placed on our Sites.

2.2.3 With your consent and in connection with your use of the Punch Games SDK, we may use GPS technology (or other similar technology) to determine your current location in order to determine the state you are located within to establish which aspects of the Services you are permitted to use. You may withdraw your consent to our collection of your location information at

any time, provided that you are not participating in cash competitions. If you choose to participate in a cash competition, you may not opt out of the collection of this type of geolocation data.

2.2.4 A cache is a component of your mobile device that transparently stores data for recordkeeping purposes. Cache data identifies your mobile device. Most browsers and applications are initially set up to accept such data. If you prefer, you can program your mobile device so that it does not store this information while utilizing the Punch Games SDK. Certain features may only be available through the collection of such data. We may use such data to assist in data collection and to track usage and trends to help us better serve you. We also permit third parties who have entered into confidentiality agreements to access such data to help us monitor use of the Punch Games SDK for fraud or for any other activity that does not comply with applicable laws.

## 2.3 Aggregate Information Collected

2.3.1 Aggregate Information is information that does not identify you. Aggregate Information may be collected when you visit our Site or interact with our Services independent of any information you voluntarily enter. We may collect, use, store, and transfer Aggregate Information without restriction.

2.3.2 When you visit our Site, some information is automatically collected. Such information could include your operating system, the site from which you linked to us ("referring page"), the name of the website you chose to visit immediately after ours (called the "exit page"), information about other websites you have recently visited, browser (software used to browse the internet) type and language, your site activity, and the time and date of your visit. Further, we automatically collect certain aggregate information from your use of our Services. This information could include the date and time of your visit, the phone network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, and the features of our Services which you accessed. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

## 3. SHARING OF PERSONAL INFORMATION COLLECTED FROM YOU

3.1 Punch Games may transfer Personal Information to third parties for the purpose of providing the Services. We may disclose Personal Information to our appropriate affiliates, including third-party service providers, to provide you with the Services. These third-party service providers are not authorized to retain, share, store or use the Personal Information for any purposes other than to provide the services they have been hired to provide.

3.2 Certain Personal Information is transmitted to a third-party service provider for the purpose of processing any payments. The transmission of your payment information is automatic, and at no point do we, or any of our agents or employees, have the ability to review, access or retain such payment information. 3.3 Punch Games may also elect to transfer your Personal Information to third parties under special circumstances to: (i) to comply with a legal requirement, judicial proceeding, court order, or legal process served on Punch Games; (ii) to investigate a possible crime, such as fraud or identity theft; (iii) in connection with the sale, purchase, merger, reorganization, liquidation or dissolution of Punch Games; (iv) when we believe it is necessary to protect the rights, property, or safety of Punch Games or other persons; or (v) as otherwise required or permitted by law, including any contractual obligations of Punch Games.

#### 4. LEGAL BASIS FOR PROCESSING IN THE EU

In the EU, the purposes for which we process your personal data are:

4.1 Where we need to perform the contract we are about to enter into or have entered into with you for the Service;

4.2 Where it is necessary for our legitimate interests (or those of a third party), and your interests and fundamental rights do not override those interests; and

4.3 Where we need to comply with a legal or regulatory obligation in the EU.

Please contact [contact@punch.games](mailto:contact@punch.games) if you need details about the specific legal basis on which we are relying to process your personal data where more than one legal basis has been set out.

#### 5. YOUR RIGHTS IN RESPECT OF YOUR PERSONAL INFORMATION IF YOU ARE A RESIDENT IN THE EU AND SWITZERLAND

If you are located in the EU or Switzerland, you have the following rights in respect of your personal data that we hold:

5.1 Right of access. The right to obtain access to your personal data.

5.2 Right to rectification. The right to obtain rectification of your personal data without undue delay where that personal data is inaccurate or incomplete.

5.3 Right to erasure. The right to obtain the erasure of your personal data without undue delay in certain circumstances, such as where the personal data is no longer necessary in relation to the purposes for which it was collected or processed.

5.4 Right to restriction. The right to obtain the restriction of the processing undertaken by us on your personal data in certain circumstances, such as where the accuracy of the personal data is contested by you, for a period enabling us to verify the accuracy of that personal data.

5.5 Right to portability. The right to portability allows you to move, copy or transfer personal data easily from one organization to another.

5.6 Right to object. You have a right to object to processing based on legitimate interests and direct marketing.

If you wish to exercise one of these rights, please contact us using the contact details at the end of this Privacy Policy. You also have the right to lodge a complaint to your local data protection authority. Further information about how to contact your local data protection authority is available at [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

## 6. ACCOUNT SECURITY

The security of your account relies on your protection of your password and mobile device. You are responsible for maintaining the security of your password and mobile device. You are solely responsible for any and all activities that occur under your account. You may not share your password with anyone. We will never ask you to send your password or other sensitive information to us in an email, though we may ask you to enter this type of information on the Punch Games SDK interface.

Any email or other communication requesting your password or asking you to provide sensitive account information via email should be treated as unauthorized and suspicious and should be reported to us immediately at [contact@punch.games](mailto:contact@punch.games). If you do share your password or your mobile device with a third party for any reason, the third party will have access to your account and your Personal Information, and you may be responsible for actions taken using your password. If you believe someone else has obtained access to your password, please change it immediately. If you believe that an unauthorized access has already occurred please report it immediately at [contact@punch.games](mailto:contact@punch.games).

## 7. DATA STORAGE AND TRANSFER

Your information collected through our Service may be stored and processed in the United States or any other country in which Punch Games or its affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including your Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and we will take all steps reasonably necessary to ensure that any Personal Information are treated securely and in accordance with this Privacy



Policy and applicable law. Such transfers are made pursuant to appropriate safeguards as provided by applicable law. If you wish to enquire further about these transfers, please contact us using the details set out at the end of this Privacy Policy.

For individuals based in the EU or Switzerland, we store personal data for as long as necessary to fulfill the purposes for which we collect the data (see above under “Categories of Information We Collect”), except if otherwise required by law.

## 8. POSTINGS TO PUBLIC FORUMS

All postings in Punch Games public forums will generally be available to, and freely accessible by, other users of the Punch Games public forums as well as the internet general public. Therefore, users should not expect that any information they post will be kept private or confidential and are encouraged to exercise discretion when using the public forums. Additionally, your username, which you can change, will always be included in conjunction with your postings in the public forums. Punch Games is not responsible for events arising from the distribution of any information you choose to publicly post or share through the forums. All information or materials uploaded by you while utilizing the Services is subject to our Terms of Service.

## 9. MARKETING

From time to time, we may contact you with relevant information about our Services. Most messages we send will be by email. For some messages, we may use Personal Information we collect about you to help us determine the most relevant information to share with you.

If you do not want to receive such messages from us, you will be able to tell us by selecting certain boxes on forms we use when we first collect your contact details. You can change your marketing preferences by clicking on the unsubscribe link at the bottom of our emails.

## 10. MAINTAINING AND UPDATING YOUR ACCOUNT INFORMATION

As part of your use of the Services, you are responsible for maintaining and updating, as applicable, your Account Information with current and complete information. You may edit and delete portions of your Account Information. To do this, select “My Account” in the main menu and choose which information to edit or delete. You can also delete your Punch Games account entirely. To do this, select “Help/Customer Service” in the main menu. Further select “Account Inquiry” and request for your account to be deleted.

After receiving any requested changes to your Account Information or Personal Information, we will make reasonable efforts to ensure that all of your Personal Information stored in databases

we actively use to operate the Services will be updated, corrected, changed, or deleted as appropriate, as soon as reasonably practicable. However, we reserve the right to retain in our archival files any information we remove from or change in our active databases, subject to any obligations under any applicable law. Where permissible, we may retain such information to resolve disputes, troubleshoot problems, and enforce our Terms of Service. In addition, it may not be technologically possible to remove every record of the information you have previously provided us, as a copy may exist in a non-erasable form that will be difficult or impossible for us to locate.

## 11. Cookie Policy

By simply visiting the Website/applications, you do not provide any personal information, nor are you obliged to do so. We will only use data storage and retrieval devices ("Cookies") when you have given your prior consent to do so, as indicated in the user's browser pop-up window when you first access the Website/the Applications, and under the other terms and conditions set out in the Company's Cookie Policy, of which you should be aware.

11.1 A cookie is a file that is downloaded on your computer when you access certain websites. Cookies allow a website, among other things, to store and retrieve information about the browsing habits of a user or his/her computer and, depending on the information they contain and the way he/she uses his/her computer, they can be used to recognize the user. The user's browser stores cookies on the hard disk only during the current session, occupying a minimum amount of memory space and not harming the computer. Cookies do not contain any specific personal information, and most of them are deleted from the hard drive at the end of the browser session (so-called session cookies). Most browsers accept cookies as standard and, regardless of the browser, allow or prevent temporary or stored cookies in the security settings.

11.2 The types of cookies does this Website/Application use. Technical cookies: These allow access to restricted areas or the sharing of content through social networks. Personalization cookies: These are those that allow the user to access the service with some general characteristics predefined according to a series of criteria in the user's terminal, such as the language, the type of browser used to access the service, etc. Cookies for analysis: Those which, whether processed by us or by third parties, allow us to quantify the number of users and, thus, measure and carry out a statistical analysis of people's use of the service provided. To do this, browsing habits on our website are analyzed in order to enhance the products and services that we offer. Third party cookies: The Website/Applications may use third party services that, on behalf of the Company, will collect information for statistical purposes, user usage of the Website/Applications and for the provision of other services related to the activity of the Website/Applications and other Internet services. In particular, this website uses: Own site cookies Third-party cookies By using this Website/the Applications, the User expressly accepts the processing of the information collected in the manner and for the purposes mentioned above. He/she also acknowledges the possibility of rejecting the processing of such data or information by rejecting the use of cookies by selecting the appropriate configuration for this purpose in his/her browser. Although this option to block cookies in your browser may not allow

you to fully use all the functionalities of the Website/Applications. You can allow, block or delete cookies installed on your computer by configuring your browser options:

Chrome, Explorer, Firefox, Safari.

## 11. GOVERNING LAW; NOTIFICATION OF CHANGES

This Privacy Policy is governed by the laws of California without giving effect to any principles of conflict of law. Notification of changes to this Privacy Policy will be handled as described within "Section 13, Effective Date; Policy Changes" as provided below.

## 12. CALIFORNIA PRIVACY RIGHTS

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of Personal Information the business shares with third parties for direct marketing purposes by such a third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. If you are a California resident and want a copy of this notice, please submit an email request to [contact@punch.games](mailto:contact@punch.games). In your request, please specify that you want a "Your Punch Games Section 1798.83 California Privacy Rights Notice." Please allow 30 days for a response.

California Consumer Privacy Act Rights. Under the California Consumer Privacy Act ("CCPA"), California residents have certain rights regarding their Personal Information. If you would like to exercise these rights on or after January 1, 2020, please contact us using the email address, toll-free phone number, or physical mailing address listed within the "Contact Information" section below. For your own privacy and security, at our discretion, we may require you to prove your identity before providing the requested information, as provided for by the CCPA. It may take us some time to respond to your request, but we will do so within the requirements of the CCPA.

This Policy provides you disclosure regarding the Personal Information we collect from you and the purposes for doing so. Please see "Categories of Information We Collect" above. The CCPA grants you specific rights, including the following:

### 12.1 Right to request disclosure as to Personal Information we have collected about you.

12.1.1 Upon a verifiable request, made through one of the methods provided within the "Contact Information" section below, we will disclose to you the items listed below, one or more of which may be provided by reference to this Policy:

The categories of Personal Information Punch Games has collected about you.

The categories of sources from which the Personal Information was collected.

The business purpose behind collecting the Personal Information.

The categories of third parties with whom Punch Games has shared the information.

The specific pieces of Personal Information Punch Games has collected about you.

12.1.2 Right to opt out of the sale of your information. To exercise this right, please visit <https://www.Punchgames.me/>.

12.1.3 Right to request deletion: upon a verifiable request, made through one of the methods provided within the “CCPA Contact Information” section below, we will delete personal information we have regarding you and direct our service providers to delete your personal information from their records, to the extent provided by the CCPA.

Right to be free from discrimination: Punch Games will not discriminate against you for exercising any of your rights under the CCPA.

CCPA Contact Information:

Punch Games can be reached by email at [contact@punch.games](mailto:contact@punch.games).

What We May Need From You

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time Limit to Respond

We will respond to all legitimate requests within forty-five days, or as permitted by the CCPA.

### 13. EFFECTIVE DATE; POLICY CHANGES

Each time you use the Punch Games SDK, the current version of the Privacy Policy will apply. Accordingly, when you use the Punch Games SDK, you should check the date of this Privacy Policy (which appears at the top of the Privacy Policy) and review any changes since the last version. Our business changes frequently and this Privacy Policy is subject to change from time to time. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you. We will not materially change our policies and practices to make them less

protective of customer information collected in the past without the consent of affected customers.

## CONTACT US

To contact us with your questions or comments regarding this Privacy Policy or the information collection and dissemination practices of the Punch Games SDK, please email us at [contact@punch.games](mailto:contact@punch.games).