
TERMS OF USE

Last Updated: April 25, 2015

Newfield Entertainment LLC (“Newfield,” “we,” “us,” and “our”) brings skill-based mobile application contests and games to the real world. These Terms of Use (these “Terms”) govern your access and use of: (1) our website located at www.skillcoin.com and all of our other websites to which these Terms are posted (collectively, the “Website”); (2) our mobile applications, contests, and games (collectively, the “Applications”); and (3) any services, content, and features made available by us through the Website or the Applications (together with the Website and the Applications, the “Services”). In these Terms, “you” and “your” refer to any user of the Services. Your access and use of the Services are subject to these Terms and our Privacy Policy.

THESE TERMS INCLUDE, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

THE SERVICES ARE INTENDED FOR USE BY PERSONS OVER THE AGE OF 18. YOU MUST BE 18 YEARS OLD OR OLDER IN ORDER TO ACCESS OR USE THE SERVICES.

1. Your Acceptance of these Terms

These Terms are a legally binding agreement between you and Newfield. By accessing or using the Services, you represent that you have read and understand these Terms and you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

We may revise these Terms from time to time in our sole discretion, subject to applicable law. When we revise these Terms, we will post a revised version on the Website and provide you notice. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for your continued use of the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access and use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to the version of these Terms in effect at the time of your access or use.

2. Additional Terms

In conjunction with your access or use of the Services, you may be subject to additional terms, rules, policies, and conditions, including, but not limited to, any end user license agreements or waivers of liability for our Applications (the “Additional Guidelines”), which are hereby incorporated by reference into these Terms. In the event of a conflict between any Additional Guidelines and these Terms, these Terms will control.

3. Requirements for Accessing or Using the Services

The Services include features that require physical activity, exercise and fitness. By using the Services, you agree, represent, and warrant that you have received consent from your physician to participate in the physical activity, exercise and fitness required by the Services.

4. Ownership and Proprietary Rights in the Services

The Services are owned and operated by Newfield, including, but not limited to, all content associated therewith, including, but not limited to, text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, patents, copyrights, trademarks, trade dress, service marks, and other intellectual property. You acknowledge and agree that the Services are protected by applicable copyright, trademark, and other intellectual property laws. All words and logos displayed in connection with the Services that are marked by the ™ or ® symbols are trademarks and service marks of Newfield and/or their respective owners. Except as expressly set forth in these Terms, we do not grant you any licenses, express or implied, to our intellectual property. We retain all right, title, and interest in and to the Services, including any updates, upgrades, and modifications thereto, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights.

Subject to these Terms, we hereby grant you a limited, revocable, personal, non-exclusive, and non-transferable right and license solely to access and use the Services solely for your personal, non-commercial, entertainment purposes. Except as expressly provided by these Terms or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit the Services in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access or copy the Services or Content; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to or sublicense any portion of the Services to a third party; (e) use any portion of the Services to provide, or incorporate any portion of the Services into, any product or service provided to a third party; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Services; (g) modify the Services or create any derivative product from the Services; (h) remove or obscure any proprietary or other notices contained in the Services; or (i) use the Services for any illegal purpose. We may, but are not obligated to, monitor your use of the Services.

5. Your Account

In order to access or use some of the Services, you may be required to create a Newfield account ("Account") and provide certain information, such as your email address, and select a username and password ("User Information"). We may permit you to log-in/access or services through third party services. You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree to promptly update your User Information if it changes. Our Privacy Policy, which is incorporated herein by reference in its entirety, governs our collection, use, storage, and disclosure of User Information.

You are solely responsible for ensuring the confidentiality of your Account login information and maintaining the security of such information. You agree not to authorize any other person to use your Account for any purpose. Except as otherwise provided by applicable law, you are solely responsible for all transactions and other activities authorized or performed using your Account, whether authorized by you or not. You must notify us immediately if you believe any of your Account credentials, such as your password, have been obtained or used by any unauthorized person or you become aware of any other breach or attempted breach of the security of the Services or your Account.

6. User Content

You may be able to post, publish, display, and submit materials, suggestions, ideas, data, and other content through the Services ("User Content"). Any User Content will be treated as non-confidential and non-proprietary, except as otherwise provided in our Privacy Policy. By sharing User Content, you represent and warrant that: (a) you are solely responsible for the transmission, accuracy, completeness, and publication of that User Content; (b) you have the right, power, and

authority to share that User Content and grant the rights and licenses to that User Content provided herein; and (c) the User Content does not and will not infringe or violate the rights of any third party. You may not share User Content that is offensive; objectionable; promotes racism, discrimination, bigotry, hatred, or physical harm of any kind; harasses or advocates harassment of another person; exploits people in any manner; or contains nudity, violence, or pornographic subject matter.

You hereby grant us a royalty-free, worldwide, perpetual, non-exclusive, unrestricted, irrevocable, transferable, and sub-licensable right and license to modify, copy, reproduce, distribute, sell, publicly display, transmit, delete, make derivative works from, store, and otherwise exploit the User Content and to allow others to do the same for any purpose, including, but not limited to, commercial purposes. You acknowledge and agree that you will not receive any compensation whatsoever for granting us this license to your User Content, and you hereby completely and irrevocably waive any moral or similar rights you may have in your User Content, even if such User Content is altered or changed in a manner not agreeable to you. This includes, but is not limited to, any claims based on invasion of privacy, idea misappropriation, other civil rights violations, or defamation. The license granted under this Section, including the related waiver of any applicable moral rights, will survive any termination of these Terms.

Without undertaking any obligation to screen or monitor User Content, we have the right (but not the obligation) to edit, modify, refuse to post, or remove any User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. You acknowledge and agree that we may, but are not obligated to, preserve User Content and may also disclose User Content to the extent permitted by applicable law and as provided in our Privacy Policy.

You acknowledge and agree that your communications with other users via any channel of communication via the Services may be public and that you have no expectation of privacy concerning your access and use of the Services. You are solely responsible for your communications through the Services and your interactions with other users of the Services. We reserve the right, but not the obligation, to become involved in any disputes between users in connection with the Services.

7. Restrictions on Use

Without limiting any of the other terms of these Terms, you may not:

- Use any part of the Services for any commercial purpose;
- Use the Services for any illegal purpose;
- Attempt to gain unauthorized access to any other user's profile or systems or networks associated with the Services;
- Modify or attempt to modify or in any way tamper with the Services;
- Use a hacked mobile device for our Applications, Games or Services;
- Use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or
- Interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks.

8. Payment Terms and Refunds

Except as otherwise prohibited by applicable law, you must pay any fees incurred under your Account for use of the Services using a payment method approved by us. All purchases through

the Services are final and non-refundable, unless otherwise required by applicable law or expressly disclosed at the time of purchase. You hereby acknowledge and agree that you shall solely be responsible for and bear all telecommunication expenses, including telephone, Internet connection, and electricity charges, arising out of your access and use of the Services.

9. Wireless Carrier Considerations

To use or access the Applications, Games, or other aspects of the Services, you must have a mobile device that is compatible with the Services. We do not warrant that your mobile device will be compatible with the Services. Third-party messaging and data fees may apply to your use of the Services.

By providing your mobile device number to us, you expressly agree that we may communicate with you regarding and in conjunction with your use of the Services by SMS, MMS, text message, push notifications, or other electronic means directed to your device.

10. Third-Party Links and Venues

The Services may contain links to third-party websites or services that are not owned or operated by us or our third-party service providers or licensors. We provide such links for your reference only. We do not control such third-party websites or services and are not responsible for their availability or content. Our inclusion of such links does not imply our endorsement of such third-party websites or services or any association with their owners or operators. We assume no liability whatsoever for any such third-party websites or services or any content, features, products, or practices of such third-party websites or services. Your access and use of such third-party websites and services are subject to applicable third-party terms and conditions and privacy policies.

In order to use the Services, you will be required to access or use third-party venues and locations, including third-party equipment and facilities (collectively, “Area of Play”). The Services may provide information about the use and access of the Area of Play, but the Area of Play is not owned or operated by us or our third-party service providers or licensors. We provide this information about the Area of Play to you for your reference only, and for your use of our Services. We do not control the Area of Play and are not responsible for the services provided within the Area of Play. We assume no liability whatsoever for the Area of Play or any of the conduct of, activity within, or services provided by third parties within the Area of Play. Your access and use of the Area of Play are subject to the respective terms and conditions and privacy policies of those third parties.

We encourage you to read the terms and conditions and privacy policy of each third-party website, service, venue or location that you visit, access or utilize.

11. Termination

We reserve the right to suspend, limit, or terminate your access and use of the Services at any time for any reason, without notice or liability to you, including, but not limited to, if we suspect that your use of the Services may be unlawful or violate these Terms or applicable law. You may terminate your Account and stop using the Services at any time by notifying us and providing sufficient information for us to verify your identity. Termination of your Account will not affect any of our rights or your obligations arising under these Terms prior to such termination. Provisions of these Terms that, by their nature, should survive termination of your Account will survive such termination.

12. Indemnification

You agree to indemnify, hold harmless, and (at our request) defend us, our affiliates, and our and their respective employees, officers, directors, and agents from and against all claims, demand, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses, including reasonable

attorneys' fees, that arise from a third party's claim due to or arising out of: (a) the User Content you share through the Services; (b) your use of the Services; (c) your breach or alleged breach of these Terms; (d) your violation of applicable law, including, but not limited to, infringement of third-party intellectual property rights; or (e) your other actions or omissions that result in liability to us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under these Terms, and you agree to cooperate with our defense of these claims.

13. DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MERCHANTABILITY.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, ANY LIMITATION WILL BE CONSTRUED TO MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

14. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, OR OUR OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, SAVINGS, PROPERTY, PROFITS, BUSINESS, CONTRACTS, REVENUE, ANTICIPATED SAVINGS, DATA, OR GOODWILL, RELATED TO OR RESULTING FROM THESE TERMS OR THE SERVICES, EVEN IF WE HAVE BEEN WARNED OR ADVISED OF THE POTENTIAL OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES DURING THE SIX-MONTH PERIOD PRIOR TO WHEN THE CLAIM WAS BROUGHT.

In addition to and without limiting the foregoing, under no circumstances will we, our affiliates,

or our or their employees, officers, directors, or agents be liable for any delay or failure in performance resulting, directly or indirectly, from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment or security failures, telecommunication equipment failures, other equipment failures, hacking, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

You acknowledge and agree that we offer the Services in reliance upon the releases and limitations of liability set forth herein. You acknowledge and agree that these releases and limitations of liability reflect a reasonable and fair allocation of risk between you and us and function as the essential basis of the bargain between you and us. You understand and agree that we would not be able to provide the Services to you without these releases and limitations of liability.

15. Notices

We will send all notices and other communications regarding the Services to you at the email address you provided during your Account registration, as may be updated by you from time to time. You may change your email address by revising your Account profile on the Website. You will be considered to have received a notice from us regarding the Services when we send it to the email address we have in our records for you or when we post such notice on the Website.

All notices to us that are intended to have a legal effect must be in writing and delivered either (a) in person at the following address 500 W. Putnam Avenue, Greenwich, Connecticut 06830 (b) by a means evidenced by a delivery receipt, to the following address: 500 W. Putnam Avenue, Greenwich, Connecticut 06830 or (c) via email to info@skillcoin.com. All such notices are deemed effective upon documented receipt by us.

16. Governing Law

These Terms are governed by the laws of the State of New York, without giving effect to any principle that provide for the application of the law of another jurisdiction.

17. DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER

PLEASE READ THIS PROVISION CAREFULLY BECAUSE IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES BETWEEN YOU AND US THROUGH BINDING ARBITRATION INSTEAD OF THROUGH A JUDGE OR JURY TRIAL AND CLASS OR REPRESENTATIVE ACTION. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF OUR RELATIONSHIP AND THESE TERMS.

(a) Scope of Arbitration Provision. This provision is intended to be interpreted broadly to encompass any and all controversies, disputes, demands, claims, or causes of action between you and us relating to these Terms (as well as any related or prior agreement that you may have had with us), including, without limitation, the interpretation and scope of this provision and the arbitrability of the controversy, dispute, demand, claim, or cause of action or your use of the Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) (each, a “Claim”). You and we agree to resolve any Claim exclusively through binding and confidential arbitration, as set forth in this provision. As used in this provision, “we” and “us” mean the Company, its predecessors, successors, and assigns, and all of its and their respective employees, officers, directors, agents, and representatives. In addition “we” and “us” include any third party providing any product service or

benefit to you or us in connection with these Terms (as well as any related or prior agreement that you may have had with us or them) or the Services if such third party is named as a co-party with us in any Claim.

(b) Small Claims Court and Equitable Relief Exclusions. To the extent permitted by applicable law, you are giving up your right to go to court to assert or defend your rights, except for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

(c) Governing Rules and Procedures. You and we agree that these Terms evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. You and we further agree that the arbitration will not be subject to any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”). Unless otherwise agreed upon by the parties in writing, the arbitration will be governed by AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). The Rules and Procedures and information about arbitration and fees are available upon request from AAA by phone at 1-800-778-7879 or online at www.adr.org.

(d) Informational Dispute Resolution/Demand for Arbitration Required. The party wishing to initiate arbitration must submit a written demand for arbitration (“Demand”) to the other party. If you want initiate a Claim, you must first submit a Demand by certified mail to 500 W. Putnam Avenue, Greenwich, Connecticut 06830. If we want to initiate a Claim, we will serve a Demand upon you by sending a copy by certified mail to your last known address as is available in the public record. You and we agree to service of process in this manner. Any Demand by either party must identify the parties to the Claim, describe the legal and factual basis of the Claim, and specifically state the remedy being sought. The Demand must be sent within the time limits that would apply to a party’s Claim if it were being resolved in a court and not by arbitration. The sent date will be determined by the date of postmark on the envelope in which the Demand is mailed. If the Claim is resolved within 60 days, the Demand will not be forwarded to AAA for initiation of an arbitration.

(e) Arbitration Procedures. If a Demand for arbitration is made and the Claim is not resolved within 60 days, the Demand may be forwarded to AAA by the party that prepared the Demand. In addition to other agreements in this arbitration

provision, you and we agree that (i) any claims brought by you or us must be brought in the party's individual capacity, and not as a representative plaintiff or class member in any purported class or representative proceeding -- YOU ARE WAIVING ANY RIGHT TO BRING A CLAIM AS PART OF A CLASS ACTION OR REPRESENTATIVE ACTION; (ii) the arbitrator may not consolidate more than one person's claims, may not otherwise preside over any form of a representative or class proceeding, and may not award class-wide relief; (iii) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary and reasonably appropriate to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (iv) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (v) the arbitrator will honor claims of privilege and privacy recognized at law; (vi) the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; (vii) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party and, in such instance, the fees and expenses awarded will be determined in accordance with the applicable law; (viii) the arbitrator may not award relief in excess of or contrary to the law governing the Claims, including, but not limited to, punitive damages; (ix) the arbitrator must apply the Federal Rules of Evidence; (x) the losing party may have the award reviewed in accordance with the review procedures set forth in the Rules and Procedures; and (xi) judgment on any arbitration award may be entered in any court having proper jurisdiction.

(f) Location of Arbitration. Unless you and we agree otherwise, any arbitration will take place in the federal judicial district of your residence.

(g) Selection of the Arbitrator. You and we agree that the arbitrator will be selected by mutual agreement. Unless the parties agree otherwise, the arbitrator will be from AAA and have substantial experience in resolving consumer-related disputes. If the parties have not agreed upon an arbitrator within 30 days of the filing of a Demand with AAA, you and we agree that AAA will be authorized to appoint an arbitrator who will act under these Terms with the same force and effect as if the parties had selected the arbitrator by mutual agreement.

(h) Costs of Arbitration. All administrative fees and expenses of arbitration will be determined by AAA or the arbitrator in accordance with the Rules and Procedures.

(i) Confidential Arbitration and Award. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

(j) Arbitration Provision Survives Termination of Our Relationship. This arbitration provision will survive termination of our relationship and these Terms as

not as any remaining payment or any debt in favor of you or any subsidiary of you or us.

(k) Arbitration Provision is Severable. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein.

(l) Opt-Out of Arbitration. If you wish to opt out of the arbitration provision contained in these Terms, you must notify us of your election in writing within 30 days of the date that you first became subject to the arbitration provision or within 30 days of the effective date of any material change to these Terms. You can opt out by sending a written request to us by certified mail at the following address: 500 W. Putnam Avenue, Greenwich, Connecticut 06830. Your opt-out request must include your name, address, phone number, and email address.

18. Miscellaneous

These Terms, including the Additional Terms, and our Privacy Policy constitute the entire agreement between you and us regarding the Services and supersede and replace any prior agreements and communications between you and us, except as expressly set forth herein. These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not expressly made a part of these Terms. These Terms and any rights hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction and without your prior consent. Any attempted transfer or assignment by you without our prior written consent will be null and void. No agency, joint venture, partnership, trust, or employment relationship is created between you and us by way of these Terms. The invalidity or unenforceability of any provision of these Terms will not affect the validity of these Terms as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by us to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, to require at any time your performance of any of the provisions herein, or to enforce our rights under these Terms or applicable law will not in any way be construed as a waiver of such provisions or rights. The section headings used herein are for convenience only and will not be given any legal import.

19. Contact Us

If you have any questions regarding these Terms or the Services, please contact us at info@skillcoin.com.

PRIVACY POLICY

Last Updated: April 25, 2015

Newfield Entertainment LLC (“Newfield,” “we,” “us,” and “our”) is committed to treating your personal information with respect and sensitivity. This privacy policy (this “Privacy Policy”) explains how we may collect, store, use, and disclose information when you access or use (1) our website located at www.skillcoin.com and all of our other websites to which this Privacy Policy is posted (collectively, the “Website”); (2) our mobile applications and games (collectively, the “Applications”); and (3) any services, content, and features made available by us through the Website or the Applications (together with the Website and the Applications, the “Services”).

1. Your Acceptance of this Privacy Policy

This Privacy Policy is part of our Terms of Use. By accessing or using the Services, you consent to our collection, storage, use, and disclosure of your information as described in this Privacy Policy. The provisions contained in this Privacy Policy supersede all previous notices and statements regarding our privacy practices with respect to the Services. If you do not agree to every provision of this Privacy Policy, you may not access or use the Services.

We may revise this Privacy Policy from time to time in our sole discretion, subject to applicable law. When we revise this Privacy Policy, we will post a revised version on the Website. You are free to decide whether or not to accept a revised version of this Privacy Policy, but accepting this Privacy Policy, as revised, is required for your continued use of the Services. If you do not agree to this Privacy Policy or any revised version of this Privacy Policy, your sole recourse is to terminate your access and use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to the version of this Privacy Policy in effect at the time of your access or use of the Services.

2. Types of Information We Collect

When you use the Services, we may collect information that identifies you (“Personal Information”), and we may also collect information that does not identify you (“Anonymous Information”). When Anonymous Information is, directly or indirectly, associated or combined with Personal Information, such Anonymous Information will be considered Personal Information for purposes of this Privacy Policy. In addition, to the extent Internet Protocol (“IP”) addresses or similar identifiers or information are considered personally-identifiable information by applicable law, we will treat such identifiers and information as Personal Information under this Privacy Policy.

(a) Information You Provide to Us

In general, you may visit the Website without telling us who you are or sharing any Personal Information with us. When you register for an account for the Services (an “Account”), use other aspects of the Services, or communicate with us for customer service or technical support for the Services, we may ask you to provide certain Personal Information, such as: your name, email address, postal address, date of birth, gender, and payment account information. You may decline to provide Personal Information to us, but, if you do so, certain features of the Services may not be available to you or the performance of certain features of the Services may be limited or not to work at all. You may also voluntarily provide Personal Information to us, such as: your social media identifier, gym membership, work and education history, and family and relationship status, which may or may not be associated with your Account.

(b) Location Information

When you access or use the Services from your mobile device, we may collect information about your location while you are using the Services and in the background while you are not using the Services. You may opt-out of the collection of location data at any time by changing your settings on your mobile device. However, if you do so, certain features of the Services may not be available to you or the performance of certain features of the Services may be limited or not to work at all. To participate in contests, you may need to consent to us collecting information about your location while you are using the Services.

(c) Information Collected From Devices

In addition to location information, when you access the Services using a computer or mobile device, including, without limitation, a desktop computer, laptop, mobile phone, tablet, or other consumer electronic device (each, a “Device”), we may collect information from your Device, such as your Device type and manufacturer, your mobile carrier, your Device identifiers, your mobile phone number, your IP address, your browser type, your network connection type, information about the webpage that referred you to the Website or that you visited prior to the Website, and your behavior and activity on the Website.

(d) Information Collected by Cookies and Similar Technologies

When you access or use the Services, we may place small data files on your Device that assign random, unique numbers to your Device to enable us to recognize your Device when you use the Services. These data files may be cookies, pixel tags, other local shared objects, or similar technologies provided by your browser or associated applications (collectively, “Cookies”). We use Cookies to: recognize your Device, manage and store your settings and preferences for the Services, improve the Services, offer targeted products and services to you, and collect and analyze information about your use of the Services.

The Cookies we use in connection with the Services may include the following:

Session Cookies: Session Cookies are temporary Cookies that expire and are automatically erased when you close your browser window. We may use session Cookies to grant you access to content and to enable actions that require you to be logged into your Account to perform.

Persistent Cookies: Persistent Cookies are Cookies that usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We may use persistent Cookies to better understand usage patterns so we can improve the Services. For example, we may use a persistent Cookie to associate you with your Account or to remember your choices for the Services.

Third-Party Cookies: We may permit certain third parties to place Cookies through the Services to provide us with better insights into the use of the Services and user demographics and to provide relevant advertising to you. These third parties may use Cookies to collect information about your online activities over time and across different websites when you use the Services. For example, we may utilize Google Analytics to analyze usage patterns for the Services. Google Analytics generates a Cookie to capture information about your use of the Services that Google uses to compile reports on website activity for us and to provide other related services. Google may use a portion of your IP address to identify its Cookie, but this will not be associated with any other data held by Google. We may also allow third parties to display advertisements through the Services. These third-party advertisers may use Cookies to collect Anonymous Information. In some cases, we may have access to information from Cookies used by third-party advertisers through the Services, and this information may permit us to identify other websites or services that you have visited that are also associated with such third-party advertisers. The use of Cookies by third-party advertisers is subject to the respective third-party advertisers’ privacy

policies.

By accessing or using the Services, you consent to the placement of Cookies on your Devices as described in this Privacy Policy. If you prefer not to receive Cookies through the Services, you may control how your browser responds to cookies by adjusting the privacy and security settings of your web browser. Unless you set your browser settings to refuse all Cookies, our system may issue Cookies when you access or use the Services. If you set your browser settings to refuse all Cookies, the performance of certain features of the Services may be limited or not to work at all. In some of our email messages to you, we may use “click-through URLs” linked to content on the Website. We track click-through data to help us understand and analyze interest in topics and use of the Services.

(e) Do Not Track

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third parties. We do not use technology that recognizes DNT signals from your web browser.

3. How We Use Information

We may use Anonymous Information as described elsewhere in this Privacy Policy and for research and commercial purposes, such as to improve the Services.

We may use Personal Information for the purposes described elsewhere in this Privacy Policy and internally for our general commercial purposes, including, among other things, to:

- provide the Services and notices related thereto
- analyze, improve, and customize the Services
- provide customer and technical support for the Services
- send you announcements, newsletters, promotional materials, and other information about the Services and third-party products and services that we think may be of interest to you
- detect, prevent, and investigate actual or suspected fraud, hacking, infringement, or other misconduct involving the Services
- collect fees and other amounts owed in connection with the Services

4. How We Share Information

We may share Anonymous Information with third parties as described elsewhere in this Privacy Policy and for our commercial purposes.

We may share Personal Information for the purposes described elsewhere in this Privacy Policy and as follows:

- if you request or authorize it
- to complete a transaction or provide a service requested by you
- to our third-party service providers solely to provide services on our behalf, such as payment processing, data analysis, e-mail delivery, hosting, order fulfillment, infrastructure, network storage, customer service, technical support, and promotional services
- to comply with applicable laws, rules, and regulations and governmental and quasi-governmental requests, court orders, and subpoenas
- to protect our rights, property, and safety or the rights, property, and safety of our users and others
- if the disclosure is done as part of a purchase, transfer, or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, your

Personal Information may be one of the transferred assets) or in the event of bankruptcy.

5. Your Choices About Your Information

You may opt not to receive promotional emails from us by contacting us as indicated below or by following the “unsubscribe” instructions in any promotional email you receive from us. Please note, however, that we may still send you non-promotional emails about your relationship with us.

6. Information You Share Socially

The Services may allow you to connect and share your actions, comments, content, and information publicly or with friends. We are not responsible for maintaining the confidentiality of any information you share publicly or with friends.

In addition, the Services may allow you to connect with us on, share on, and use third-party websites, applications, and services. Please be mindful of your personal privacy needs and the privacy needs of others, as you choose whom to connect with and what to share and make public. We cannot control the privacy or security of information you choose to make public or share with others. We also do not control the privacy practices of third parties. Please contact those websites and services directly if you want to learn about their privacy practices.

7. How We Protect Your Information

We have, and require our third-party service providers to have, administrative, technical, and physical safeguards in place in our respective physical facilities and in our respective computer systems, databases, and communications networks that are reasonably designed to protect information contained within such systems from loss, misuse, and alteration. The measures we utilize may include: storing Personal Information on secured servers, transmitting Personal Information using secure socket layer (SSL) and Transport Layer Security (TLS) technologies, and auditing and reviewing our data collection practices.

No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of your Personal Information. You also play a role in protecting your Personal Information. Please safeguard your username and password for your Account and do not share them with others. If we receive instructions using your Account login information, we will consider that you have authorized the instructions. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security related to the Services. We reserve the right, in our sole discretion, to refuse to provide the Services, terminate your Account, and to remove or edit content.

8. Access to Your Personal Information

Subject to applicable law, which might, from time to time, oblige us to store your Personal Information for a certain period of time, we will respect your wishes to correct inaccurate information. Otherwise, we will retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy, and as long as you have an Account, unless a longer retention period is required or permitted by applicable law. You may change your Account information at any time by updating your Account profile via the Website and/or the Services.

You may ask us whether we are storing your Personal Information and you may ask to receive a copy of that Personal Information. Before sending you any of your Personal Information, we will ask you to provide proof of your identity. If we are not able to verify your identity to our satisfaction, we reserve the right to refuse to send you any Personal Information.

9. Protecting Children's Privacy

The Services are not directed, or intended to be attractive, to children younger than 18 years old. We do not knowingly collect Personal Information from children under the age of 18. If you are under the age of 18, do not use the Services or submit any information to us.

10. Third-Party Links

When you use the Services, you may be directed to other websites that are beyond our control. We may also allow third-party websites or applications to link to the Services. We are not responsible for the privacy practices of any third parties or the content of linked websites, but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or websites. This Privacy Policy only applies to the Services.

11. Contact Us

If you have any questions regarding this Privacy Policy, please contact us at info@skillcoin.com.

END USER LICENSE AGREEMENT

Last Updated: April 25, 2015

This End User License Agreement (this “EULA”) is a legal agreement between you and Newfield Entertainment LLC (“Newfield,” “we,” “us,” and “our”), governing your use of this mobile application, including any and all related documentation and updates that replace or supplement the mobile application in any respect and which are not distributed with a separate license (collectively, the “Licensed Application”). For purposes of this EULA, “you” and “your” refer to any user of the Licensed Application.

This EULA is part of our Terms of Use. By installing or using the Licensed Application, you agree to the terms of this EULA, our Terms of Use, and our Privacy Policy. If you do not agree to all of the foregoing, do not install or use the Licensed Application. This EULA may be updated from time to time. Your continued use of the Licensed Application after a revised version of this EULA has been posted at www.skillcoin.com or otherwise communicated to you constitutes your acceptance of this EULA, as revised.

1. Preconditions to the License

The licenses granted in this EULA are specifically conditioned upon the following and your full compliance with all other terms and conditions set forth in this EULA:

- (a) You are at least 18 years old;
- (b) You agree to and comply with all of the terms in this EULA and any additional terms as may be applicable to the Licensed Application, which acceptance is evidenced by your access to and use of the Licensed Application;
- (c) If the Licensed Application is provided through a third-party platform, you accept all applicable terms and conditions for such platform, which acceptance is evidenced by your access to and use of the Licensed Application;
- (d) You access and use the Licensed Application only on local devices running validly-licensed copies of operating systems on which the Licensed Application is designed to operate and which meet the minimum requirements set by us (collectively, the “Hardware”);
- (e) You do not use any hacks, cracks, bots, or third-party games that may modify, temporarily or permanently, the code or the user experience of the Licensed Application, whether on your local machine or on servers that enable use of any features of the Licensed Application; and
- (f) You agree not to reveal or disclose any non-public information about the Licensed Application, including, but not limited to, images, gameplay, bugs, or any other information that has not been previously released by us, which agreement is evidenced by your access to and use of the Licensed Application.

2. License

Subject to the terms of this EULA, Newfield grants you a non-exclusive, non-transferable, revocable, limited right and license to access and use one copy of the Licensed Application solely for your personal use. To access and use the Licensed Application, you must have legally

obtained the Licensed Application from us and all Hardware and/or third-party products and services required to operate the Licensed Application that we do not provide. You are responsible for paying all fees, taxes, and other costs you may incur to access and use the Licensed Application, including, but not limited to, costs for any Hardware, Internet service, or other third-party products and services required to access the Licensed Application. Neither this EULA nor your access to or use of the Licensed Application entitles you to any future releases of the Licensed Application or any updates, expansions, sequels, or similar or ancillary products. You have no interest, monetary or otherwise, in any feature or content contained in or related to the Licensed Application.

The Licensed Application is licensed, not sold, to you for use only under the terms of this EULA, unless accompanied by a separate license agreement issued by Newfield, in which case the terms of that separate license agreement will govern. As between Newfield and you, Newfield reserves all rights not expressly granted to you in this EULA. The license granted herein confers no title or ownership in the Licensed Application and should not be construed as a sale of any rights to the Licensed Application. All right, title, and interest in and to the Licensed Application and any and all copies thereof (including, without limitation, any and all titles, computer code, technology, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, music, etc.) are owned by Newfield or its licensors. Such licensors are third-party beneficiaries of this EULA with the right to enforce their rights against you if you violate this EULA.

3. Use Restrictions

You are only allowed to access and use the Licensed Application on Hardware that you own or control. You may not distribute the Licensed Application or make it available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute, or sublicense) the Licensed Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application.

4. Online Conduct

You agree that you will be personally responsible for your access to and use of the Licensed Application and for all of your communication and activity in connection with the Licensed Application, including any User Content (as defined in our Terms of Use). Without limiting any other terms of this EULA, you agree not to:

- Harass, threaten, embarrass, or do anything else to another user of the Licensed Application that is unwanted, as determined by Newfield in its sole discretion.
- Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or objectionable, as determined by Newfield in its sole discretion.
- Violate any terms or policies communicated by Newfield from time to time.
- Promote or encourage any illegal activity, including hacking.
- Disclose other users' personal information to third parties.
- Impersonate any person or entity, including any Newfield employees or representatives, or falsely state or otherwise misrepresent your affiliation with a person or entity.

- Impede or disrupt the Licensed Application or disturb or attempt to disturb other users use and enjoyment of the Licensed Application.
- Cheat or utilize unauthorized exploits in connection with the Licensed Application.
- Use or exploit any bugs, errors, or design flaws to obtain unauthorized access to or use of the Licensed Application or to gain an unfair advantage over other players of the Licensed Application.
- Violate any rules for use of third-party technology, services, or content.
- Violate any applicable law, including, but not limited to, by posting, transmitting, promoting, or distributing content that violates any applicable law.

5. Data Collection

By accessing or using the Licensed Application, you acknowledge and accept that Newfield may collect and use technical data and related information, including, but not limited to, technical information about your Hardware, system and application software, and peripherals that is gathered periodically to facilitate the provision of software updates, product support, and other services related to the Licensed Application. Our collection, use, storage, and disclosure of information in connection with the Licensed Application are governed by our Privacy Policy.

6. Term and Termination

This EULA is effective until terminated. You may terminate this EULA at any time by deleting and destroying any and all copies of the Licensed Application in your possession or under your control. Except as otherwise prohibited by applicable law, Newfield may limit, suspend, or terminate the license granted hereunder, this EULA, and your access to and use of the Licensed Application at any time and for any reason without notice or liability to you. Upon termination of this EULA, you must immediately cease all use of the Licensed Application and destroy all copies, or portions thereof, of the Licensed Application in your possession or under your control. Termination of this EULA will not affect any of our rights or your obligations arising under this EULA prior to such termination. Provisions of this EULA that, by their nature, should survive termination of this EULA will survive such termination.

7. Miscellaneous

You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law. Without limiting the foregoing, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical, or biological weapons.

This EULA shall be governed by the laws of the State of New York, without giving effect to any principle that provide for the application of the law of another jurisdiction and shall be subject to the binding arbitration and class action waiver provisions of our Terms of Use. If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in effect and be enforced as if the invalid or unenforceable provision were not contained herein. Newfield's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. You may not

assign or transfer this EULA or your rights hereunder, and any attempt to the contrary is void. This EULA sets forth the entire understanding and agreement between Newfield and you with respect to the subject matter hereof.

8. Contact Us

If you have any questions regarding this EULA or the Licensed Application, please contact us at info@skillcoin.com.