

Terms of use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE PLAYING ANY OF THE GAMES.

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN "YOU" AND TUNGASOFT YAZILIM EĞİTİM VE DANIŞMANLIK ANONİM ŞİRKETİ ("TUNGA SCHOOL OF WISDOM"), having company TAX number 8670892656, with headquarters located in BİLECİK and/or any of its subsidiaries and affiliates (collectively "TUNGA SCHOOL OF WISDOM" "WE", "OUR" "US").

THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITES LOCATED AT THE URL(S) tungagames.com; AS WELL AS ALL ASSOCIATED SITES LINKED BY TUNGA SCHOOL OF WISDOM, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" ALSO INCLUDE THE GAMES, MATERIALS, CONTENT, SERVICES AVAILABLE THROUGH THIS SITE AND ANY SOFTWARE THAT TUNGA SCHOOL OF WISDOM PROVIDES TO YOU FOR DOWNLOAD IN YOUR MOBILE DEVICES (EACH A "MOBILE APPLICATION") (ALL OF THESE COLLECTIVELY, THE "SERVICE").

By playing our games (the "Games"), by accessing, downloading, or using any of our Mobile Applications, products, Site, or the Service in any way; by accessing the Service through Third Party Platforms, including social networking sites; by clicking on the "I ACCEPT" button, or by completing the registration process, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONSENT TO THE COLLECTION, USE AND STORAGE OF YOUR INFORMATION AS OUTLINED IN TUNGA SCHOOL OF WISDOM PRIVACY AND COOKIE POLICY. (All of the above, collectively "YOUR ACCEPTANCE").

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR IF AT ANY TIME, THE TERMS ARE NO LONGER ACCEPTABLE TO YOU, PLEASE CEASE USE OF THE SERVICE IMMEDIATELY.

THESE TERMS REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. IF YOU ARE A RESIDENT OF THE UNITED STATES OF AMERICA, THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS. IF YOU ARE A RESIDENT OF THE EUROPEAN UNION OR THE RUSSIAN FEDERATION, PLEASE NOTE THAT UNDER CERTAIN CIRCUMSTANCES YOU MAY BE ABLE TO BRING A DISPUTE BEFORE THE APPROPRIATE AUTHORITIES OR COURTS IN THE RUSSIAN FEDERATION OR EUROPEAN UNION COUNTRY IN WHICH YOU RESIDE.

1. GENERAL USE AND CHANGES

The Service is licensed, not sold, to you. TUNGA SCHOOL OF WISDOM reserves the right to refuse any user access to the Service without notice for any reason, including, but not limited to, any violation of the Terms. You agree that TUNGA SCHOOL OF WISDOM may

suspend or discontinue the Service (or any feature or Mobile Application thereof) or change the content of the Service at any time, for any reason, with or without notice, and without liability.

IF YOU ARE NOT AT LEAST 13 YEARS OF AGE, YOU MAY NOT BE ABLE TO USE ALL THE SECTIONS OF THE SERVICE OR SUBMIT ANY INFORMATION TO TUNGA SCHOOL OF WISDOM OR THE SERVICE. IF YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF A MINOR USING THE SERVICE, YOU HEREBY AGREE THAT YOU HAVE REVIEWED AND AGREED TO THESE TERMS, TO BIND THE MINOR TO THESE TERMS AND TO FULLY INDEMNIFY AND HOLD HARMLESS TUNGA SCHOOL OF WISDOM IF THE MINOR BREACHES ANY OF THESE TERMS. IF YOU ARE A MINOR, YOU UNDERSTAND THAT YOU NEED YOUR LEGAL GUARDIAN'S PERMISSION TO USE THE SERVICE. If you are a parent or legal guardian of a minor, you hereby agree to bind the minor to these Terms and to fully indemnify and hold harmless TUNGA SCHOOL OF WISDOM if the minor breaches any of these Terms.

TUNGA SCHOOL OF WISDOM can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on the Service and by notifying you either through a banner on the Service or, depending on your account status, via email at TUNGA SCHOOL OF WISDOM's sole discretion. These Terms will come into effect within 5 days of posting. By using the Service after TUNGA SCHOOL OF WISDOM has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Service. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular features of the Service. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

You understand and agree that the Service (and any Mobile Applications) are evolving. As such, TUNGA SCHOOL OF WISDOM may require that you download and install updates to the Service, at any time, without notice or liability to you. You also understand and agree that any such changes or updates to the Mobile Applications might change the system specifications necessary to use the Mobile Application, and in such a case, you, and not TUNGA SCHOOL OF WISDOM, are responsible for purchasing any necessary additional software and/or hardware in order to access and use the Mobile Application. You acknowledge that when an upgrade is available, previous versions of the Mobile Application may cease to be available or no longer be supported by TUNGA SCHOOL OF WISDOM.

2. PRIVACY

Any information provided by you and used by our Service is subject to our PRIVACY POLICY. If you access our Service through Third Party Platforms, any information provided by you and used by our Service is also subject to, where applicable, the privacy regulations set forth by Third Party Platforms. Please refer to our 'Access through Third Party Platforms' section for more information.

3.USE OF THE SERVICE

(a) Visitors and Guests. If you are a visitor, You will be able to view and use certain of the features of the Service that are available without registration. You need not register with TUNGA SCHOOL OF WISDOM to simply visit and view the Site, the public information on the Service or to download certain of the Mobile Applications. You will also have the option to play Games as a guest if that is your preference.

(b) Account Registration. In order to access certain features of the Service you may be required to become a Registered User. For purposes of the Terms, a "Registered User" is a user of the Service ("User," or "user") who has registered an account with us ("Account") or has a valid account on the social networking service through which the User has connected to the Service (each such account, a "Third-Party Account").

(c) Access through Third Party Platforms. If you access the Service through a social networking service or other third-party service (each a "Third Party Platform") as part of the functionality of the Service, you may link your Account with Third-Party Accounts, by allowing TUNGA SCHOOL OF WISDOM to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to TUNGA SCHOOL OF WISDOM and/or grant TUNGA SCHOOL OF WISDOM access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating TUNGA SCHOOL OF WISDOM to pay any fees or making TUNGA SCHOOL OF WISDOM subject to any usage limitations imposed by such third-party service providers. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information or personal data that you post to your Third-Party Accounts may be available on and through your Account on the Service. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the "Settings" section of the Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND TUNGA SCHOOL OF WISDOM DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Additionally, You agree and understand that We do not control those Third-Party Platforms and their content. You are subject to and should read the terms of use agreements and privacy policies that apply to such Third-Party Platforms.

(d) Registration Data. In registering for the Service, you agree to (i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (A) notify TUNGA SCHOOL OF WISDOM immediately of any unauthorized use of your password or any other breach of security; and (B) exit from your Account at the end of

each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or TUNGA SCHOOL OF WISDOM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TUNGA SCHOOL OF WISDOM has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). TUNGA SCHOOL OF WISDOM reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights.

(e) Network Access. When you access the Service through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain services may be prohibited or restricted by your network provider and not all features of the Service may work with your network provider or device.

4. RULES OF CONDUCT

By using TUNGA SCHOOL OF WISDOM's Service you agree NOT to (or solicit another user to do so):

4. RULES OF CONDUCT

By using TUNGA SCHOOL OF WISDOM's Service you agree NOT to (or solicit another user to do so):

- create an Account if you are under the age of 13;
- act or allow any behavior that violates the rules of the Third Party Platform, provided that the access to the Service made through such a platform;
- create an Account using a false identity or information, or on behalf of someone other than yourself;
- create an Account or use the Service if you are a convicted sex offender;
- have an Account or use the Service if you have previously been removed by TUNGA SCHOOL OF WISDOM, or previously been banned from playing any TUNGA SCHOOL OF WISDOM game;
- use your Account, the Site or Service to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk email or repetitive messages (spim and spam) to anyone;
- use your Account or Service to engage in any illegal conduct;
- access another user's account without permission;
- use the Site or Service in any manner that violates any applicable laws or regulations or is prohibited by these Terms;
- collect or harvest any information about other users;
- post, request, or link to sexually explicit, threatening, embarrassing, hateful, racially, ethnically or religiously insulting, inciteful, deceptive, tortuous, defamatory, libelous, or otherwise inappropriate or offensive material to conduct;
- discuss, promote, or depict any form of child sexuality, abuse, exploitation, or related topics that may be harmful to or threaten the security of a child or minor;
- use features of the Site or Service for anything other than their intended purpose;

interfere with or disable any security-related features of the Site or Service, or any part thereof, including any Service available on or through any Third Party Platforms; decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any code or underlying ideas or algorithms of any part of the Service, including any Service available on or through Third Party Platforms; engage in any other prohibited conduct;

You further represent and warrant that (a) You are not located in a country that is subject to a U.S.A. Government embargo, or that has been designated by the U.S.A. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S.A. Government list of prohibited or restricted parties.

Any use of the Service in violation of these limitations is strictly prohibited, can result in the immediate revocation of your license and may subject you to liability for violations of law. TUNGA SCHOOL OF WISDOM reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Use or the Service itself. In the event of a breach of any of the above, TUNGA SCHOOL OF WISDOM will decide at its sole discretion what actions, if any, it will take, including terminating your Account, prohibiting you from using the Service and/or informing the appropriate authorities.

5. VIRTUAL CURRENCY AND GOODS

The Service may include the option to purchase, with "real world" money, a license to use (i) virtual, in-game currency ("Virtual Currency") as well as (ii) virtual, in-game goods ("Virtual Goods") by using legal tender. This can only be done if you are considered a legal adult in your country of residence. Virtual Currency and/or Virtual Goods may be purchased only via the Service and only in the manner stipulated in each Game. Any Virtual Currency and/or Virtual Goods obtained by Users other than through the Service, may be deemed void or voidable by TUNGA SCHOOL OF WISDOM, at its sole discretion.

ALL VIRTUAL CURRENCY AND VIRTUAL GOODS ARE DEEMED TO BE FINAL AND NON-REFUNDABLE, unless stated otherwise at our discretion. You will have no right or title to any Virtual Goods and/or Virtual Currency you acquire. Virtual Currency may only be redeemed toward the purchase of Virtual Goods or items. Virtual Currency is not legal tender and cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other Account, except to the extent described herein, or as required by applicable law.

Virtual Currency does not expire. Notwithstanding the foregoing, TUNGA SCHOOL OF WISDOM has absolute control over all Virtual Currency and Virtual Goods and at any time has the right to change the value, modify and/or eliminate any Virtual Currency and Virtual Goods as it sees fit and without any liability. TUNGA SCHOOL OF WISDOM's obligation to you regarding purchased Virtual items will be deemed performed upon transfer of the Virtual Goods and/or Virtual Currency to your Account.

NO REFUNDS WILL BE GIVEN BY TUNGA SCHOOL OF WISDOM. The Virtual Currency and Virtual Goods have no real currency value, CANNOT BE REDEEMED FOR REAL MONEY, AND CAN ONLY BE USED WITHIN THE GAMES OFFERED BY TUNGA SCHOOL OF WISDOM. Other than a limited, revocable, non-transferable license to use the

Virtual Currency or Virtual Goods in the Games, you have no right in or title to such Virtual Currency and Virtual Goods. In the event that your Account is terminated or suspended for any reason, in TUNGA SCHOOL OF WISDOM's sole and absolute discretion, or if TUNGA SCHOOL OF WISDOM discontinues its Games, you forfeit any and all Virtual Currency and Goods. TUNGA SCHOOL OF WISDOM has the absolute right to manage, regulate, control, modify, and/or eliminate Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and TUNGA SCHOOL OF WISDOM shall have no liability to you or anyone for the exercise of such rights.

6. PAYMENT OF FEES

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. TUNGA SCHOOL OF WISDOM may revise the pricing for the goods and services offered through the Service at any time. TUNGA SCHOOL OF WISDOM may also provide links to other websites or third party services, some of which may charge separate fees, which are not included in any fees that you may pay to TUNGA SCHOOL OF WISDOM. Any separate charges or obligations that you incur in your dealings with third parties are your responsibility. Fees are non-refundable (please refer to Section 5).

7. TERM AND TERMINATION

(a) Term. The Terms commence on the date when you Accept them (as described in the preamble above) and remain in full force and effect while you use the Service, unless terminated earlier in accordance with the Terms.

(b) Termination. If you want to terminate the Service, you may do so by (a) notifying TUNGA SCHOOL OF WISDOM at any time; and/or (b) closing your Account. We reserve the right to terminate or suspend your Account or access to any or all of the Games at any time and for any reason. It is within our sole discretion and determination to terminate your Account for what we deem to be a violation or breach of these Terms. In the event that we terminate or suspend your Account, you will have no further access to your Account or anything associated to it. As stated above, you will not be entitled to a refund of any Virtual Currency or Virtual Goods acquired or developed during your use of the Games or the Service.

(c) Effect of Termination. Termination of any feature of the Service includes removal of access to such feature. Termination of the Service includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. TUNGA SCHOOL OF WISDOM will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of the Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

8. DISPUTES BETWEEN USERS

You are solely responsible for your interactions with other users of the Service. TUNGA SCHOOL OF WISDOM may at any time intervene in disputes between you and other users, but is under no obligation to do so. TUNGA SCHOOL OF WISDOM will not be liable for

anything resulting from these disputes, including, but not limited to, claims and damages, of any kind.

If you have a dispute with one or more users, YOU RELEASE TUNGA SCHOOL OF WISDOM (and our officers, directors, agents, subsidiaries, joint ventures and employees) FROM CLAIMS, DEMANDS AND DAMAGES (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code paragraph 1542, which says: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR THAT DEFECTS WILL BE CORRECTED. You agree that your access and use of the Service shall be at your sole risk. TO THE FULLEST EXTENT PERMITTED BY LAW, TUNGA SCHOOL OF WISDOM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AUTHORITY, COMPLETENESS, USEFULNESS, AND TIMELINESS. TUNGA SCHOOL OF WISDOM makes no warranties or representations about the accuracy or completeness of the content of the Service or the content of any sites linked to the Service and, to the fullest extent permitted by applicable law, assumes no liability or responsibility for any:

errors, mistakes, or inaccuracies of content;
personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, Site or Games;
any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
any interruption or cessation of transmission to or from the Service;
any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Service or Site by any third party;
any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service and/or Site.

10. LIMITATION OF LIABILITY

TUNGA SCHOOL OF WISDOM'S AGGREGATE CUMULATIVE LIABILITY TO YOU ARISING FROM OR RELATING TO THESE TERMS AND THE SERVICE, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID TUNGA SCHOOL OF

WISDOM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE LIABILITY.

UNDER NO CIRCUMSTANCES WILL TUNGA SCHOOL OF WISDOM BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM OUR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, ANY OTHER LEGAL THEORY, OR WHETHER OR NOT TUNGA SCHOOL OF WISDOM HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that TUNGA SCHOOL OF WISDOM shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

THE ABOVE DISCLAIMERS AND LIMITATIONS ON LIABILITY DO NOT AFFECT YOUR RIGHTS AS A CONSUMER OR PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE.

11. INDEMNIFICATION

You agree to indemnify and hold TUNGA SCHOOL OF WISDOM, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "TUNGA SCHOOL OF WISDOM Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Service; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. TUNGA SCHOOL OF WISDOM reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with TUNGA SCHOOL OF WISDOM in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to the Service.

12. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE

You acknowledge that all intellectual property rights in our Service and its underlying technology, and all information and content available on or through the Service (excluding User Content (as defined below) but including the characters, graphics, storylines, sounds, Virtual Currency and Virtual Goods in the Games) are owned by us and/or our suppliers (including other users).

The Service is protected by copyright laws throughout the world. Subject to your compliance with these Terms, and any other relevant TUNGA SCHOOL OF WISDOM policies, TUNGA SCHOOL OF WISDOM grants you a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license (subject to the limitations set forth herein) to download, install, access, view and/or use the Service (including a copy of the Mobile Application on a

single mobile device or computer that you own or control) solely for your personal non-commercial entertainment purposes. No other use of the Service is authorized. In consideration of this authorization, you agree that any copy of the features of the Service or its components that you make shall retain all copyright and other proprietary notices in the same form and manner as on the original.

You may not otherwise use, download, upload, print, display, perform, reproduce, publish, license, post, transmit, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Service or its features or components in whole or in part without our prior written authorization. Furthermore, with respect to any Mobile Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system), and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. You may not sell, copy, exchange, transfer, assign or otherwise distribute anything you copy or buy from the Mobile Application, unless you are expressly permitted by TUNGA SCHOOL OF WISDOM. We and our suppliers (including other users) reserve all rights not granted in these Terms. There are no implied licenses.

All trademarks, logos and service marks displayed on the Service ("Marks") are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third parties which may own the Marks.

13. USER CONTENT

(a) User Content. You agree that you are willingly publishing content on the Service using technology and tools provided by TUNGA SCHOOL OF WISDOM. Any data, text, information, files, graphics, photographs and their selection and arrangement, (hereinafter "User Content") uploaded, posted to, emailed, transmitted or otherwise made available ("Make Available") through the Service are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by TUNGA SCHOOL OF WISDOM. (When User Content is Made Available by you, it becomes "Your Content"). User Content is the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and TUNGA SCHOOL OF WISDOM is not responsible, for any User Content users Make Available. TUNGA SCHOOL OF WISDOM may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content Made Available via the Service. By using the Service, you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that TUNGA SCHOOL OF WISDOM will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content. TUNGA SCHOOL OF WISDOM does not have the obligation to and will not monitor any User Content but has the right, in its discretion, to remove any User Content in case of a complaint.

(b) Public Discourse. The Service may include various forums, blogs and chat features ("Forums") where you can post User Content, including, but not limited to, your observations and comments on designated topics. TUNGA SCHOOL OF WISDOM cannot guarantee that other Users will not use the ideas and information that you share. Therefore, if you have an

idea or information that you would like to keep confidential and/or do not want others to use, do not Make it Available on the Service. TUNGA SCHOOL OF WISDOM shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit. When you disclose information or rely on any information in the Forums, you do so at your own risk.

(c) License to User Content. You hereby grant to TUNGA SCHOOL OF WISDOM an irrevocable, perpetual, transferable, non-exclusive, royalty-free, worldwide license (including the right to sublicense and assign to third parties) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, Your Content as well as all modified and derivative works of Your Content in connection with our provision of the Service, including marketing and promotions of the Service. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in Your Content, regardless of whether Your Content is altered or changed in any manner. YOU WARRANT AND REPRESENT THAT YOU HAVE THE RIGHT TO UPLOAD ANY CONTENT THAT YOU MAKE AVAILABLE THROUGH THE SERVICE.

(d) Ownership of Your Content. TUNGA SCHOOL OF WISDOM does not claim any ownership rights in User Content and nothing in these Terms is intended to restrict any rights that you may have to use and exploit Your Content. TUNGA SCHOOL OF WISDOM has no obligation to monitor or enforce your intellectual property rights in or to Your Content.

(e) Ownership of Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Service, including, but not limited to, the Virtual Goods or Currency appearing or originating in any TUNGA SCHOOL OF WISDOM Game, whether earned in a Game or purchased from TUNGA SCHOOL OF WISDOM, or any other attributes associated with an Account or stored on or in the Service.

14. ADDITIONAL TERMS RELATED TO THE MOBILE APPLICATIONS

(a) App Stores. You acknowledge and agree that the availability of the Application and the Service is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("App Store"). You acknowledge that the Terms are between you and TUNGA SCHOOL OF WISDOM and not with the App Store. TUNGA SCHOOL OF WISDOM, not the App Store, is solely responsible for the Service, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Service, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Service, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

(b) Additional License Terms for use of the Service in conjunction with the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

You acknowledge and agree that (i) the Terms are concluded between you and TUNGA SCHOOL OF WISDOM only, and not Apple, and (ii) TUNGA SCHOOL OF WISDOM, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between TUNGA SCHOOL OF WISDOM and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TUNGA SCHOOL OF WISDOM.

You and TUNGA SCHOOL OF WISDOM acknowledge that, as between TUNGA SCHOOL OF WISDOM and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and TUNGA SCHOOL OF WISDOM acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between TUNGA SCHOOL OF WISDOM and Apple, TUNGA SCHOOL OF WISDOM, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You and TUNGA SCHOOL OF WISDOM acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(c) Additional License Terms for use of the Service in conjunction with the Android App Store. The following additional terms and conditions apply with respect to any Mobile Application that TUNGA SCHOOL OF WISDOM provides to you designed for use on an Android-powered mobile device (an "Android App"):

You acknowledge that these Terms are between you and TUNGA SCHOOL OF WISDOM only, and not with Google, Inc. ("Google").

Your use of TUNGA SCHOOL OF WISDOM's Android App must comply with Google's then-current Android Market Terms of Services.

Google is only a provider of the Android Market where you obtained the Android App. TUNGA SCHOOL OF WISDOM, and not Google, are solely responsible for TUNGA SCHOOL OF WISDOM's Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to TUNGA SCHOOL OF WISDOM's Android App or these Terms.

You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to TUNGA SCHOOL OF WISDOM's Android App.

15. APPLICABLE LAW AND ARBITRATION AGREEMENT

These Terms and any action related to these Terms will be governed by and interpreted under the laws of Singapore. Notwithstanding the foregoing, if You are a resident of the European Union or the Russian Federation, please note that under certain circumstances you may be able to invoke the protection which is afforded to you by provisions of the law of the country you reside in that cannot be derogated from by agreement.

You hereby agree to the binding ARBITRATION AGREEMENT. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Singapore, Singapore, for such purpose and you hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the courts of Singapore, Singapore. Notwithstanding the foregoing, if You are a resident of the European Union or the Russian Federation, please note that under certain circumstances you may be able to bring a dispute before the appropriate authorities or courts in the European Union country in which you reside.

16. CONSUMER COMPLAINTS

In accordance with California Civil Code paragraph 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

If You are a resident of the European Union, you may report complaints to Your local consumer protection authorities.

17. GENERAL

These Terms together with our PRIVACY AND COOKIE POLICY and our ARBITRATION AGREEMENT constitute the entire agreement between you and TUNGA SCHOOL OF WISDOM regarding your use of our Service (Site, Service, Mobile Applications, Games and all related content), and supersede and replace any prior written or oral agreements regarding the foregoing. Our failure to exercise or enforce any right or provision in these Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the rights nor obligations arising under these Terms are

assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign these Terms without restriction.

You may not use, export, import, or transfer the Service except as authorized by the laws of the United States of America, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by TUNGA SCHOOL OF WISDOM are subject to the export control laws and regulations of the United States of America. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the TUNGA SCHOOL OF WISDOM products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

18. CONTACT INFORMATION

If you have any questions about these Terms, please contact our Support at info@tungasoft.com. We will make every effort to resolve your concerns.