

## Terms of Use

These terms represent a legal agreement between you and **【Sophia Games】** (“We” or “Our”), a company with an address at **【sophiay098@gamil.com】** .

These terms apply to your download, access and/or use of the Game. The Game and the content it provides are in no way affiliated with Google LLC.(“Google”), and its winnings are void where prohibited and where any bonding or registration is required.

For use of our Services, you agree that you are at least 13 years old and that if you are between 13 years and 18 years old, your legal guardian has reviewed and agrees to these terms and is happy for you to access and/or use our Services.

### 1. Accounts

1.1 You understand that if you delete your account, or if we delete your account in accordance with these terms, you may lose access to any data previously associated with your account (including, without limitation, your progress through our Games and/or the level or score you have reached in our Games and any Virtual Money or Virtual Goods associated with your account).

1.2 YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT THAT YOU CREATE USING ANY OF OUR SERVICES. WE MAY SUSPEND, TERMINATE, MODIFY OR DELETE ANY OF THESE ACCOUNTS AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU.

1.3 Your account is personal to you and you are not entitled to transfer your account to any other person.

### 2. Virtual Money

2.1 You may win virtual coins, diamond, items (“Virtual Money”) through playing the games and may choose to redeem the virtual money for cash or Amazon gift cards (“Payouts”). Once you reach the minimum payout threshold and other threshold (e.g. consecutive login days, the times of winning rewards, the number of friends invited) (collectively, the “threshold”), they can cash out using PayPal or get Amazon gift cards. The redemption terms will be displayed on the redemption page in the App and may be changed due to our adjustment.

2.2 Your virtual money stored in your app accounts until you reach the threshold in prize winnings. You can have your virtual money payments sent to your PayPal account by providing us their email address(account name). We are not responsible for lost or forfeited payouts attributed to you providing incorrect PayPal account information.

2.3 You agree that Virtual Money are not transferable to anyone else and you will not transfer or attempt to transfer any Virtual Money.

2.4 If we detect abnormal activities from you, we have the right to decide whether to award the prizes. We have the right to delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security or investigation.

2.5 The game rules and guidelines can be found within the Game. Such rules and guidelines form part of these terms and you agree that you shall comply with them in respect of each individual Game which you choose to access and/or play. The game rules and guidelines may be changed due to our adjustment.

### **3. User conduct and content**

3.1 You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Services.

3.2 You promise that all the information you provide to us on accessing and/or using our Services is and shall remain true, accurate and complete at all times.

3.3 You agree that you will not:

3.3.1 Use our Services to harm anyone or to cause offence to or harass any person;

3.3.2 Use another person or entity's email address in order to sign up to use our Services;

3.3.3 Use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services);

3.3.4 Sell, transfer or try to sell or transfer an account with us or any part of an account, Virtual Money;

3.3.5 Disguise, anonymize or hide your IP address or the source of any Content that you may upload;

3.3.6 Use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;

3.3.7 Remove or amend any proprietary notices or other ownership information from our Games or any other part of our Services;

3.3.8 Interfere with or disrupt our Services or servers or networks that provide our Services;

3.3.9 Attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;

3.3.10 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms));

3.3.12 Disobey any requirements or regulations of any network connected to our Services;

3.3.13 Disrupt the normal flow of a Game or otherwise act in a manner that is likely to negatively affect other players' ability to compete fairly when playing our Games or engaging in real time exchanges;

3.3.14 Use our Services to cheat or design or assist in cheating (for example, by using automated means or third party software to play), or to otherwise circumvent technological measures designed to control access to, or elements of, our Services, or to do anything else that a reasonable person is likely to believe is not within the spirit of fair play or these terms; or use our Services in any other way not permitted by these terms;

3.4 We do not control Content posted on our Services by other people and therefore we do not guarantee the accuracy, integrity or quality of that Content. You understand that when using our Services, you may be exposed to Content that you may consider offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any losses or harm of any kind resulting from the use of any Content posted, emailed, transmitted or otherwise made available via our Services.

3.5 You are solely responsible for your interactions with other users of our Services. You agree that you shall not hold us liable for any loss or damage arising from the Content (yours or another user's) including without limitation in respect of any defamation, harassment, or false endorsement claims.

3.6 You must represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that have been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#### **4. Your breach of these terms**

4.1 Without limiting any other remedies or any other paragraph of these terms, if we reasonably believe that you are in material breach of these terms (including by repeated minor breaches), we reserve the right to take any of the following actions, whether individually or in combination, and either with or without notice to you:

4.1.1 Delete, suspend and/or modify your account or parts of your account;

4.1.2 Otherwise suspend and/or terminate your access to our Services;

4.1.3 Modify and/or remove any Virtual Money or Virtual Goods that may be associated with your account;

4.1.4 Reset and/or modify any game progression or benefits and privileges associated with your account, such as any level or score you have reached in our Games.

4.2 You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these terms by you.

#### **5. Intellectual Property**

5.1 You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to our Services (other than Content which is contributed and owned by players) is owned by or licensed to us.

5.2 Whilst you are in compliance with these terms, we grant you a non-exclusive, non-transferable,

personal, revocable limited license to access and/or use our Services (but not any related object and source code) for your own personal private use, in each case provided that such use is in accordance with these terms. You agree not to use our Services for anything else. These terms also apply to any update or patches which we may release or make available for any of the Services and any such update or patch shall be deemed part of the Services for the purposes of these terms.

5.3 YOU ACKNOWLEDGE AND AGREE THAT, OTHER THAN LICENSE GRANTED TO YOU BY THESE TERMS, YOU SHALL HAVE NO OWNERSHIP OR PROPERTY INTEREST IN ANY OF OUR SERVICES, INCLUDING WITHOUT LIMITATION ONLINE ACCOUNTS, ANY VIRTUAL MONEY OR VIRTUAL GOODS.

5.4 You must not copy, distribute, make available to the public or create any derivative work from our Services or any part of our Services unless we have first agreed to this in writing.

5.5 In particular, you must not make use or available any cheats or technological measures designed to control access to, or elements of, our Services, including providing access to any Virtual Money and/or Virtual Goods, whether on a free of charge basis or otherwise.

5.6 You must not copy, distribute, make available to the public or create any derivative work from any Content belonging to any other user of our Services. If you believe that your intellectual property rights have been infringed by someone else over the internet, you may contact us by emailing the following information:

5.6.1 A description of the intellectual property rights and an explanation as to how they have been infringed;

5.6.2 A description of where the infringing material is located;

5.6.3 Your address, phone number and email address;

5.6.4 A statement by you, made under penalty of perjury, that (i) you have a good-faith belief that the disputed use of material in which you own intellectual property rights is not authorized, and (ii) the information that you are providing is accurate, correct, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

5.6.5 a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

## **6. Privacy**

6.1 We are the data controller for all personally identifiable information or personal data that we collect about you through or in relation to our Games or other Service.

6.2 We collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these terms. If you do not agree to our Privacy Policy you should not download or access our Games or otherwise access and/or use our Services.

## **7. Links**

7.1 We may link to third party websites or services from our Services. You understand that we make no promises regarding any content, goods or services provided by such third parties and we

do not endorse the same. We are also not responsible to you in relation to any losses or harm caused by such third parties. Any charges you incur in relation to those third parties are your responsibility. You understand that when you provide data to such third parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that data.

#### **8. Transferring these terms**

8.1 We may wish to transfer all or a part of our rights or responsibilities under these terms to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you.

#### **9. Changes to these terms**

9.1 We reserve the right to update these terms from time to time by posting the updated version at that address. We may do so for a number of reasons including without limitation because we change the nature of our products or services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and/or using our Services.

#### **10. Complaints and dispute resolution**

10.1 These terms shall be governed by and construed in accordance with the laws of HONGKONG SAR, CHINA.

10.2 If you have any questions about these terms or our Services you may contact us by email at **【sophiay098@gamil.com】** .