

## TERMS OF SERVICE

Please read these Terms of Service and our Privacy Policy carefully before using Shallot Games, LLC's Services.

By using our Services, whether as a guest, as a registered user, or otherwise, you agree that these Terms of Service will govern your relationship with Shallot Games. If you do not completely agree to these Terms of Service then you must not use any of our Services.

### 1. Definitions

**“Account”** means, any account provided by Shallot Games that you create to access certain Services.

**“Dispute”** means, any controversy related to this agreement, including without limitation claims arising out of or relating to any aspect of the relationship between you and Shallot Games, claims that arose before this agreement, and claims that may arise after the termination of this agreement; however, this does not include claims related to or arising from the enforcement or protection of Intellectual Property Rights, and is subject to any applicable statutory consumer rights laws in your local jurisdiction.

**“Shallot Games”** means, Shallot Games, LLC. References to “Us,” “We,” or “Our” means Shallot Games, including any and all subsidiaries parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. Shallot Games does not include Shallot Games Affiliates or third parties (analytics or ad tech companies, or similar organizations).

**“Shallot Games Affiliate” (or “Shallot Games Affiliates”)** means Shallot Games' third-party content providers, distributors, licensees, or licensors.

**“In-App Purchases”** means, non-Virtual Goods available for purchase through the Services, including without limitation remove ads, infinite lives, or full upgrade.

**“Intellectual Property Rights”** means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

**“Notice”** means, a delivered writing by e-mail, courier, or by Federal Express delivery to the other party at their respective address, and will be effective upon receipt.

**“Privacy Policy”** means, Shallot Games policy regarding privacy, which also governs your use of the Services and is incorporated herein by reference. The current version is available on our website.

**“Service” (or “Services”)** means, any website, game, device, platform, content, and other related products and services provided by Shallot Games and Shallot Games Affiliates, including without limitation any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile

information, recordings of games played using a Shallot Games game client, and Shallot Games game clients and server software.

**“Terms of Service” (or “Terms”)** means, the terms and conditions in this agreement.

**“Virtual Goods”** means, digital material Shallot Games may make available under certain restrictions, including without limitation (a) virtual currency, such as virtual cash, tokens, points, gold, and coins for use in the Service; and (b) virtual items.

## 2. Ownership and Limited License

- a) **Ownership.** The Services are owned or licensed by Shallot Games, and are protected by Intellectual Property Rights and other proprietary rights laws. Shallot Games reserves all right, title, and interest in and to the Services, including without limitation all Intellectual Property Rights and other proprietary rights, that are not explicitly granted to you in these Terms. Your permitted use of the Services is limited by the Intellectual Property Rights of Shallot Games.
- b) **License.** Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Shallot Games policies, Shallot Games grants you a non-commercial, non-exclusive, non-transferable, revocable, limited license, subject to the limitations in these Terms, to access and use the Services for your own entertainment purposes. You agree that you will not use the Services for any other purpose.
- c) **License Limitations.** Any use of the Services in violation of the law, these Terms of Service, or these License Limitations is strictly prohibited, and may result in the immediate revocation of your limited license at Shallot Games’s sole judgment, or may subject you to liability for violations of law.

You acknowledge you will not directly or indirectly:

- i) Partake in any activity or action that Shallot Games deems to be against the spirit or intent of the Services;
- ii) Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, or distribute any material obtained through the Services;
- iii) Lease, sell, rent, or otherwise exploit for commercial purposes any part of the Services, including without limitation access to or use of the Services;
- iv) Delete, alter, or obscure any Intellectual Property Rights or other proprietary rights notices from copies of materials from the Services;
- v) Attempt to harass, threaten, bully, embarrass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, Shallot Games itself or Shallot Games Affiliates;
- vi) Organize or participate in any activity or group that is hateful, harmful, or offensive towards a race, sexual orientation or preferences, religion, heritage or nationality,

disability or other health class, gender, age, or similar classes determined by Shallot Games;

- vii) Initiate, assist, or become involved in any form of attack or disruption to the Services, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon the Services, or other attempts to disrupt the Services or other person's use or enjoyment of the Services;
- viii) Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate the Services, Accounts, In-App Purchases, Virtual Goods, or Shallot Games;
- ix) Use of access services to obtain, generate, or infer any business information about Shallot Games or Shallot Games Affiliates, including without limitation information about sales or revenue, staff, technical stack, or statistics about users;
- x) Promote, encourage, or participate in any activity involving hacking, phishing, distribution of counterfeit Services, or taking advantage of or creating exploits, cheats, bugs, errors, or undocumented features, except for the sole purpose of privately and directly notifying Shallot Games;
- xi) Make available through the Services any material or information that infringes any Intellectual Property Right, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation celebrities and Shallot Games employees;
- xii) Attempt to gain unauthorized access to Services or Accounts not belonging to you;
- xiii) Use the Services where it is prohibited by law.

**d) Accounts**

- i) Each Account may only be used by one person. You must take all necessary steps to protect the secrecy of your log in information. Your Account may be terminated if someone else uses it. You must immediately notify Shallot Games of any unauthorized use of your Account or any other such breach of security. Shallot Games shall not be responsible to you for any loss or harm that results from an unauthorized person accessing your Account.
- ii) Shallot Games may permanently delete Accounts that are deemed inactive. Accounts shall be deemed inactive when they have not been used for One Hundred and Eighty (180) days.
- iii) You acknowledge that if your Account is deleted then you may lose access to any information associated with that Account. If you wish to delete your Account, please alert Shallot Games by sending Notice to the following contact: [privacy@shallotgames.com](mailto:privacy@shallotgames.com).
- iv) No matter what else is said in these Terms or anywhere else within the Services, you expressly acknowledge that you have no right, title, or interest to or in any Account you

create through our Services, and your Account is not your property. Your Account is owned by Shallot Games and is licensed to you on a limited basis under the same rules as 2(a) and 2(c).

### **3. Payment and Virtual Goods and/or In-App Purchases**

- a) Within the Services, you may purchase, with "real world" money, a limited, revocable license to use Virtual Goods and/or In-App Purchases. Virtual Goods and/or In-App Purchases are licensed to you on a limited basis under the same rules as Section 2. In-App Purchases and Virtual Goods, regardless of whether they were "earned" or purchased within the Services, are owned by Shallot Games and are not your property. Shallot Games may manage, regulate, control, modify or eliminate all Virtual Goods and/or In-App Purchases at any time, without Notice or announcement and without payment to you. Shallot Games shall have no liability to you or any third party if Shallot Games exercises any such rights.
- b) You agree that once purchased, Virtual Goods have no monetary value. You are not permitted to transfer Virtual Goods outside the Services, including without limitation by selling, gifting, or trading them. You are further forbidden from sublicensing, trading, selling, or attempting to sell Virtual Goods for real world currency or any other kind of value outside of the Services. You also agree that you will only obtain Virtual Goods from Shallot Games, and not from any other party. Any such transfers or attempted transfers are prohibited, and thus shall be considered null and void.
- c) Virtual Goods or In-App Purchases purchased within the Services on other platforms such as Steam, Apple iOS, or Android will be subject to those platforms' payment terms and conditions. Shallot Games does not control how you can pay on those platforms. Please review those platforms' terms of service for additional information.
- d) ALL CHARGES INCURRED IN CONNECTION WITH THE SERVICES ARE PAYABLE IN ADVANCE, FINAL, AND ARE NOT REFUNDABLE IN WHOLE OR IN PART, FOR ANY REASON, EXCEPT AS REQUIRED BY APPLICABLE CONSUMER RIGHTS LAW IN YOUR LOCAL JURISDICTION. YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

### **4. Term**

- a) Unless modified or amended by Shallot Games, this agreement and its provisions shall remain in effect. Termination of any license granted by Shallot Games under this agreement does not affect any other provisions of this agreement.

### **5. Account Access and Permissible Assignment**

- a) By using the Services, you warrant and represent that you: 1) are at least 18 years of age and otherwise legally competent to read, understand and accept the provisions of this agreement; or 2) are a minor age 13-17 who has been authorized under the provisions of Section 5(b) below. If you are under 13 years of age, you must not use any part of the Services, create an Account, or submit any personal information to Shallot Games through the Services. If a minor has been allowed access to an Account under Section 5(b) below, only that minor may use the Account thereafter.

- b) If you are the legal guardian of a minor age 13-17, you can choose to allow use of your Account by that minor instead of yourself subject to the following provisions:
  - i) You acknowledge, and further agree that the aforementioned minor is entering into an agreement with your consent;
  - ii) You acknowledge, and further agree you are entirely responsible for all the provisions in these Terms of Service;
  - iii) You acknowledge, and further agree, you are legally responsible for all actions of that minor, including but not limited to any payments, damages and/or liabilities related to the actions of that minor;
  - iv) In consideration of Shallot Games allowing access to the Service by a minor, and in addition to the provisions of Section 8 below, the foregoing adult hereby guarantees and agrees to pay for any and all liabilities of any nature whatsoever incurred under this agreement and to defend, indemnify and hold harmless Shallot Games with respect thereto.
- c) If you have been previously banned from using any Shallot Games Services then you may not use our Services.
- d) Notwithstanding the above provisions of Section 5, if you are located in a country that requires parental consent for Services to collect or use your data at a higher age than 13 (e.g., certain countries following the General Data Protection Regulation) AND you are under that country's specified age, you must not use any part of the Services, create an Account, or submit any personal information to Shallot Games through the Services or otherwise unless a) consent was given or authorized by the holder of parental responsibility of that child and b) you receive a Notice that consent was confirmed from Shallot Games.

## **6. Service Availability and Termination**

- a) You acknowledge that:
  - i) Shallot Games may in its sole and absolute discretion provide subsequent amendments, versions, enhancements, modifications, upgrades or patches related to any part of the Services;
  - ii) Shallot Games has absolute and sole discretion to immediately terminate or restrict access to the Services, or any portion of the Services, including any and all Accounts, at any time, for any reason, without Notice and without liability to you;
  - iii) Access to the Services may be interrupted for reasons within or beyond the control of Shallot Games, and that Shallot Games cannot and does not guarantee you will be able to use the Services whenever you wish to do so;
  - iv) Shallot Games may not offer the Services in all countries or geographic locations;

- v) You are solely responsible for any internet connection and mobile fees that you may incur as a result of using our Services.

## **7. Warranty and Liability**

YOU ACKNOWLEDGE THAT SHALLOT GAMES AND SHALLOT GAMES AFFILIATES ARE NOT LIABLE

- (1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR
- (2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE SERVICES ARE PROVIDED BY SHALLOT GAMES TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. SHALLOT GAMES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION IN YOUR LOCAL JURISDICTION. THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SHALLOT GAMES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHALLOT GAMES DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF SHALLOT GAMES AND/OR SHALLOT GAMES AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) TO SHALLOT GAMES AND/OR SHALLOT GAMES AFFILIATES IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID SHALLOT GAMES OR ANY SHALLOT GAMES AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SHALLOT GAMES AND/OR ANY SHALLOT GAMES AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A UNITED STATES GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE UNITED STATES GOVERNMENT AS A “TERRORIST SUPPORTING” COUNTRY, AND YOU ARE NOT LISTED ON ANY UNITED STATES GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

SOME STATES, COUNTRIES, OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES, COUNTRIES, OR JURISDICTIONS, SHALLOT GAMES AND SHALLOT GAMES AFFILIATES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, SUBJECT TO ANY APPLICABLE STATUTORY CONSUMER RIGHTS LAWS IN YOUR LOCAL JURISDICTION.

You acknowledge and agree that Apple Inc., and Apple Inc.’s subsidiaries, are third party beneficiaries of the Terms, and that, upon your acceptance of the Terms, Apple will have the right, and has accepted the right, to enforce the Terms against you as a third party beneficiary thereof.

## **8. Indemnity**

- a) You agree to defend, indemnify and hold harmless Shallot Games, Shallot Games Affiliates, and any third-parties under agreement with Shallot Games, and any employee, contractor, vendor, agent, supplier, licensee, customer, distributor, shareholder, director or officer of any of the foregoing, as well as any person using the Services and any person or entity that becomes aware of your use of the Services at any time, with respect to any and all claims, liabilities, judgments, awards, injuries, damages, losses, costs, fees, or expenses (including but not limited to attorney’s fees and costs) that arise under, from or in any way, directly or indirectly, relate to:
  - i) Your failure to comply with any provision of these Terms of Service;
  - ii) Your use of the Services, including but not limited to economic, physical, emotional, psychological or privacy related considerations; and
  - iii) Your actions to knowingly affect the Services via any bloatware, malware, computer virus, worm, Trojan horse, spyware, adware, crimeware, scareware, rootkit or any other program installed in a way that executable code of any program is scheduled to utilize or utilizes processor cycles during periods of time when such program is not directly or indirectly being used.
- b) Shallot Games and Shallot Games Affiliates reserve the right, but not the obligation, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
- c) You acknowledge, and further agree that Shallot Games has no obligation to defend, indemnify or hold harmless you in any way related to this agreement, including but not limited to your use of the Services, use of the Services by any person, or any connection between the foregoing and any other person or entity that becomes aware of your use of the Services at any time.

- d) This Section shall survive the termination of this agreement.

## 9. Dispute Resolution

- a) **Informal Resolution.** With respect to any Dispute, you agree to attempt to negotiate the resolution of any Dispute informally for at least thirty (30) days before initiating any arbitration or other proceeding, including any legal proceeding in court or before an administrative agency. Such informal negotiations commence upon Shallot Games's receipt of Notice from you.
- b) **Mandatory Binding Arbitration.** If you are not able to satisfactorily resolve a Dispute informally within a total of thirty (30) days, or if Shallot Games, in its sole and absolute discretion, determines that it will not be possible to satisfactorily resolve that Dispute informally within a total of thirty (30) days, you agree that either you or Shallot Games may request resolution by final and fully binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association. The party requesting that a Dispute be resolved by arbitration under this Section shall be responsible for initiating such a proceeding.
  - i) The American Arbitration Association ("AAA") will run the arbitration between you and Shallot Games, and AAA's rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes, if applicable) will be used. If something in these Terms is different than AAA's rules and procedures, then we will follow these Terms instead. You can look at AAA's rules and procedures on their website [www.adr.org](http://www.adr.org) or you can call them at 1-800-778-7879.
  - ii) YOU UNDERSTAND, AND FURTHER AGREE, THAT YOU HAVE THE RIGHT TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF YOUR OWN CHOOSING REGARDING THIS AND ANY OTHER PROVISION IN THIS AGREEMENT AND THAT THIS BINDING ARBITRATION PROVISION WILL ELIMINATE YOUR LEGAL RIGHT TO SUE IN COURT, TO HAVE A JURY TRIAL, AND/OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ANY SUCH DISPUTE. You and Shallot Games both agree that neither shall attempt to have any other arbitration or class action related to any other party joined to any arbitration in which you are involved with Shallot Games. To the fullest extent permitted by law, no arbitration proceeding shall be decided on a class-action basis or utilizing class action procedures. You and Shallot Games further agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or a class member in any purported class or representative proceeding.

## 10. Miscellaneous

- a) **Changes.** It is your responsibility to read, understand, and accept this agreement in connection with your use of the Services. You acknowledge that Shallot Games may make changes to these Terms of Service at any time, and that Section headings in this agreement are for purposes of convenience only. Unless Shallot Games states otherwise, any changes to these Terms are effective when posted. If you continue to use the Services after any changes are posted then you agree that those changes will apply to your continued use of the Services. You should check this page regularly to stay informed about any changes.



- b) **Complete agreement.** This agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified by you except as authorized in a writing signed by both parties' authorized agents; (3) is not assignable, except to a successor in interest to substantially all of a party's business or assets and any other attempt to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.
- c) **Force Majeure.** No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.
- d) **Waiver.** No act or failure to act by Shallot Games will be deemed a waiver of any right contained in this agreement, and any waiver by Shallot Games must be in writing and signed by an officer of Shallot Games. If Shallot Games does expressly waive any provision of this agreement, such waiver shall not be a waiver of any other provisions of this agreement, and the waived provision shall not be waived for all time in the future.
- e) **Severability.** If any provision or sub-provision of this agreement is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- f) **Remedies.** You acknowledge and agree that any violation or threatened violation of this agreement will cause irreparable injury to Shallot Games, entitling Shallot Games to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by Shallot Games as a result of a breach of any of the provisions of this agreement.
- g) **Governing Law and Venue.** Any dispute or claim arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice or conflict of laws principles. Unless subject to arbitration under Section 9, the Courts in the State of California shall have exclusive jurisdiction over any legal suit, action, or proceeding arising out of, or relating to, disputes or claims that might arise under this agreement. Accordingly, the parties consent to the personal jurisdiction of the Courts in the State of California, and hereby waive any and all jurisdictional or venue defenses otherwise available to them.
- h) **Language.** To the fullest extent permitted by law, the controlling language for these Terms of Service is English.