

AWARE CORP TERMS OF SERVICE

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- TERMS OF SERVICE1**
- Updated: September 15, 20221**

- 1. Use of the Service 4***

- 2. Property 9***

- 3. User Content..... 10***

- 4. Fees and conditions of purchase 13***

- 5. Service Updates 14***

- 6. Disclaimer of Warranties 14***

- 7. Limitation of Liability; exclusive remedy; compensation 15***

- 8. Dispute Resolution 16***

- 9. Applicable law..... 19***

- 10. Jurisdiction for non-arbitrable disputes 19***

- 11. Divisibility..... 19***

- 12. General provisions..... 20***

For the purposes of these Terms of Service, the following words and expressions shall have the meanings given to them by the definitions set out below:

<p>"Application": refers to the mobile application designed, developed and operated by Aware Corp that is downloadable on the mobile phone application download platform operated under IOS and Android: "App Store" and "Play Store".</p>
<p>"Catalogue": refers to all the games for which A holds the necessary rights and authorisations from the rights holders with a view to making them available to the Member.</p>
<p>"Store": refers to the place where we store paid content.</p>
<p>"Agreement": refers to the contractual relationship between the User and Aware Corp, governed by the Terms.</p>
<p>"Partner": means a physical brand that is a member of the Aware Corp Network in which the Aware Corp User can support a cause.</p>
<p>"Account": Information relating to a Member.</p>
<p>"Registration": act by which a person accesses Aware Corp for the first time, responds to the form submitted to him, validates these General Terms and Conditions of Use and indicates in particular his identity, his contact details, as well as a username and password.</p>
<p>"User" or "Player" or "Member": Refers to any natural person who approves these Terms of Use, and who thereby accesses Aware Corp by creating an account.</p>
<p>"Site": The Site accessible at the URL http://awarecorp-studios.com, directly or by any URL, hyperlink, tab, button or any other means, as well as any linked sites set up by Aware Corp.</p>
<p>"Services": refers to the functionalities of the Application.</p>
<p>"User(s)": refers to any person who has reached the legal age of majority and/or has the capacity to conclude a contract within the meaning of the law and who has downloaded the Application on his nomadic tool ("smartphone", tablet, etc.).</p>

The terms of this agreement (the "Terms of Service") govern your relationship with Aware Corp, a French company (registered under no. *****) whose registered office is located at 13 Rue Général Plessier, 69002, Lyon (hereinafter, "Aware Corp" or "We") regarding your use of Aware Corp's games, online store, websites and related services (the "Service").

Use of the Service is also governed by Aware Corp's Privacy Policy and other applicable policies, which are incorporated herein by reference.

Before accessing and using the Service, including before browsing any Aware Corp website or accessing a game, you must agree to these Terms of Service and the Privacy Policy. You may create a guest account to use the Service, and you may also be required to register an account on the Service (collectively, the "Account").

The Account includes, for example, the Game Account and the Aware Corp ID. By registering an Account or otherwise using the Service, you represent that you have reached the age of legal majority in your country of residence. Otherwise, your legal guardian must read and accept these Terms of Service.

BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE. USE OF THE SERVICE IS VOID WHEN PROHIBITED.

IMPORTANT NOTE: For residents of the United States and Canada, you also agree to resolve your disputes with Aware Corp by submitting them to individual and binding arbitration as described in Section 8 ("Dispute Resolution").

Aware Corp reserves the right, at its discretion, to modify, add, or remove portions of these Terms of Service, its Privacy Policy, and other applicable Aware Corp policies at any time by posting the amended terms on its Service. You will be deemed to have accepted such changes if you continue to use the Service. If at any time you do not agree to any part of the then-current version of our Terms of Service, the Aware Corp Privacy Policy, or other policies, rules or codes of

Aware Corp's conduct relating to your use of the Service, your license to use the Service will immediately terminate and you must immediately cease using the Service.

1. Use of the Service

1.1. Grant of a license to use the Service

Subject to your agreement and continued compliance with these Terms of Service and any other applicable Aware Corp policies, Aware Corp grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Service for entertainment and non-commercial purposes. You agree not to use the Service for any other purpose.

The following restrictions apply to the use of the Service:

- You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g., PayPal) by minors.
- You must not buy or attempt to buy, sell, rent or give away your Account, create an Account using a false identity or information, or on behalf of anyone other than yourself; you must refrain from using the Service where you have previously been revoked by Aware Corp or previously prohibited from playing any Aware Corp game.
- You must not use the Service to promote, solicit or transmit commercial advertisements, including chain letters, junk mail or repetitive or misleading messages.

1.2 Login Information and Your Account

You may need to choose a password for your Account or you may also use other credentials to access the Account (the "Login Information"). You must not disclose the Account or Login Information or allow anyone else to access your Account or do anything else.

that may compromise the security of your Account. If you become aware of or suspect of any breach of security, including loss, theft, or unauthorized disclosure of Login Information, you must immediately notify Aware Corp and amend your Login Information.

You are solely responsible for maintaining the confidentiality of the Login Information and will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you. You are responsible for anything that occurs through your Account.

Aware Corp reserves the right to remove or retrieve any username at any time and for any reason, including, without limitation, if a third party claims that a username infringes its rights.

The Service allows only one Account per game on a supported device, unless you have Aware Corp ID.

License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, may result in immediate revocation of your limited license, and may result in your liability for violation of law.

You agree to refrain, in all circumstances:

- engage in any act deemed by Aware Corp to be contrary to the spirit or intent of the Service or make improper use of Aware Corp's support services;
- use or participate (directly or indirectly) in the use of any unauthorized third-party tricks, exploits, automation software, emulators, bots, hack methods, mods or software intended to modify or disrupt the Service, an Aware Corp game or an Aware Corp game experience.
- Modify or cause to be modified any file that is part of the Service or an Aware Corp game without the express written consent of Aware Corp.
- disrupt, interfere or otherwise affect the normal operation of the Service or otherwise act in a manner that could adversely affect the experience of other users using the Service or playing Aware Corp. games. This includes negotiating winnings and other kinds of manipulation of leaderboards, taking advantage of errors in the Service to gain an unfair advantage over other players and any other act that abuses or defeats the purpose of the Service;

- disrupt, disrupt, contribute to or participate in any computer or server used to provide or support the Service or any Aware Corp game environment;
- initiate, assist or participate in any type of attack against the Service, including through the dissemination of viruses and denial-of-service attacks, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;
- attempt to gain unauthorized access to the Service, other people's Accounts, or computers, servers, or networks connected to the Service by any means other than the user interface provided by Aware Corp, including, without limitation, bypassing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service.
- post information that is violent, threatening, obscene, defamatory, or racially, sexually, religiously or otherwise objectionable or objectionable, or repeatedly engage in toxic behavior, such as continuous posting;
- post information containing nudity, excessive violence or a shocking object or containing a link to such content;
- attempt to harass, abuse or harm or harass, abuse or harm any other person, group, including Aware Corp employees and Aware Corp helpdesk representatives, or incite others to harass, abuse or harm them;
- make available through the Service any material or information that violates the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity or that impersonates another person, including, without limitation, an employee of Aware Corp;
- countdown, decompile, disassemble or decrypt any underlying software or other intellectual property used to provide the Service or an Aware Corp game, or otherwise attempt to extract the source code thereof, or derive any information from the Service or an Aware Corp game using any method not expressly authorized by Aware Corp;
- solicit or attempt to solicit login or other login credentials or personal information from other users of the Service or any Aware Corp game;

- collect or publish any person's private information, including personally identifiable information (in the form of text, images or videos), identity documents or financial information through the Service.
- use an Aware Corp game to bet, wager or engage in any other similar activity aimed at winning prizes or rewards (directly or indirectly), including betting on the outcome of a fight in which you participate as a player, whether or not there is a commission or interest involved.

Aware Corp reserves the right to decide what conduct it believes violates the rules of use or is otherwise contrary to the intent or spirit of these Terms of Service or the Service itself. Aware Corp reserves the right to take any action as such, which may include closing your Account and prohibiting you from using the Service in whole or in part.

1.2. Suspension and Closure of Accounts and Service

WITHOUT LIMITING ANY OTHER REMEDY, AWARE CORP MAY WITHOUT NOTICE LIMIT, SUSPEND, CLOSE, MODIFY OR DELETE ACCOUNTS OR ACCESS TO ALL OR ANY PART OF THE AWARE CORP SERVICES (i) IF YOU DO NOT COMPLY, OR IF AWARE CORP SUSPECTS YOU OF NON-COMPLIANCE, WITH THESE TERMS OF SERVICE; OR (ii) IN THE EVENT OF ILLEGAL OR IMPROPER USE OF THE SERVICE, ACTUAL OR SUSPECTED. YOU MAY LOSE YOUR USERNAME AND PERSONA IN THE SERVICE AS A RESULT OF THE TERMINATION OR LIMITATION OF YOUR ACCOUNT, AS WELL AS ANY BENEFITS, PRIVILEGES, VIRTUAL ITEMS EARNED AND PURCHASED IN CONNECTION WITH YOUR USE OF THE SERVICE, AND AWARE CORP IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND ACCOUNTS OR ANY PORTION THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT AND TAKE TECHNICAL AND LEGAL MEASURES TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THEY CREATE A RISK OR POTENTIAL LEGAL LIABILITY, BY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, OR BY ACTING CONTRARY TO THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. IN ADDITION, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR

SOLE AND ABSOLUTE DISCRETION, SUSPEND OR CLOSE THE ACCOUNTS OF USERS WHO MAY REPEATEDLY VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. AWARE CORP RESERVES THE RIGHT TO CLOSE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

Aware Corp reserves the right at any time to stop offering and/or supporting the Service or a particular game or part of the Service, in which case your license to use the Service or any part thereof will automatically revoke. In such event, Aware Corp shall not be obligated to provide refunds, benefits, or other indemnities to users for the Discontinued Service. Closing your Account may include disabling your access to the Service or any part thereof, including any content submitted by you or others.

You may close your Account at any time and for any reason by following the procedure described on our <https://www.awarecorp-studios.com/contact> support page and notifying Aware Corp that you wish to close your Account.

2. Property

2.1. Games and Service

All rights in the Service (including, without limitation, games, titles, computer code, themes, objects, characters, character names, stories, dialogue, hooks, concepts, illustrations, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games made using an Aware game client). Corp and the game client software and the Aware Corp server are the property of Aware Corp. Aware Corp reserves all rights, including intellectual property rights and other proprietary rights, in and to its games and the Service.

2.2. Accounts

Notwithstanding anything to the contrary herein, you acknowledge and agree that you will not own any ownership or other ownership rights in the Account and you further acknowledge and agree that all rights in the Account are and shall remain the property of and inure to the benefit of aware corp.

2.3 Virtual Items

Aware Corp owns, has licensed, or otherwise holds the right to use all content that appears in the Service or in Aware Corp's games. Notwithstanding anything to the contrary herein, you agree that you have no rights in the content that appears on the Service, including, without limitation, in the items, content, features, merchandise, services or virtual currency appearing in or from any Aware Corp game, whether earned in connection with a game or purchased from Aware Corp, or on any other attributes related to an Account or stored on the Service.

2.4 Intellectual property

The Application, the Site, logos, text, offers, graphics and any software made available by Aware Corp (hereinafter the "Intellectual Property Rights") belong exclusively to Aware Corp and are protected under Intellectual Property Law. Aware Corp grants Users, on a non-exclusive basis, the right to use the Intellectual Property Rights to the extent necessary for the use of the Application and the

provision of the Aware Corp. service. In particular, Users are prohibited from copying, modifying, integrating the Intellectual Property Rights on any medium whatsoever, from reverse engineering or from using any other method to try to access the source codes and/or protocols of the Intellectual Property Rights. The User is prohibited from selling, assigning, licensing, sublicensing, giving as a guarantee, transmitting in any other way the Intellectual Property Rights.

Failure to comply with this prohibition would constitute an act of counterfeiting that may incur the civil and/or criminal liability of its author. Aware Corp reserves the right to take legal action against any User who has not complied with this prohibition.

3. User Content

3.1. Submission of User Content

"User Content" means communications, images, sounds and all materials, data and information that you upload or transmit through an Aware Corp game client or the Service, or that other users upload or transmit, including but not limited to chat texts. By transmitting or submitting any User Content in connection with the use of the Service, you confirm, represent and warrant that such transmission or submission is (a) accurate and not confidential or misleading; (b) not contrary to any law, contractual restriction or right of any third party, and that you have the permission of any third party whose personal information or intellectual property is included in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that your personal information contained in such content will in all circumstances be treated by Aware Corp in accordance with its Privacy Policy.

3.1.1. Content control

Aware Corp assumes no responsibility for the conduct of any user submitting User Content and assumes no responsibility for monitoring the Service for inappropriate content or behavior. We do not and cannot conduct a prior review or screening of all User Content. Your use of the Service is at your own risk. By using the Service, you may be exposed to User Content that is

is offensive, indecent, or otherwise not as expected. You assume all risk associated with the use of any User Content available as part of the Service. At our discretion, our representatives or technology may monitor and/or record your use of the Service or your communications (including, without limitation, chats) when you use the Service.

By agreeing to these Terms of Service, you hereby irrevocably consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy regarding the transmission of any User Content and, without limitation, chats or voice communications.

Aware Corp reserves the right to review, monitor, prohibit, edit, delete, disable access to, or otherwise make unavailable any User Content (including, without limitation, your User Content) without notice at any time with or without cause. While at any time Aware Corp chooses, in its sole and absolute discretion, to monitor the Service, Aware Corp assumes no responsibility for User Content and no obligation to edit or remove any inappropriate User Content. We have the right, but not the obligation, in our sole and absolute discretion, to edit, refuse to post or remove any User Content.

3.2. Use of Information by Other Members of the Service

3.2.1. Public Discussions

The Service may include various forums, blogs and chat features through which you may post User Content, including your observations and comments on particular topics. Aware Corp cannot guarantee that other members will not use the ideas and information you share. Therefore, if you have an idea or information that you wish to keep confidential and/or do not want to be used by others, do not post it on the Service. Aware Corp will have no obligation to evaluate or use any idea or information you choose to submit or compensate you for it.

3.2.2. Responsibility for your own content

You are solely responsible for any information you post on, through or in connection with the Service and provide to others. Aware Corp may reject, refuse to post, or remove any User Content for any reason or without

reason, including User Content that, in Aware Corp's sole opinion, violates these Terms of Service.

3.2.3. Your Aware Corp License

You hereby grant Aware Corp an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign it to any third party) and, with respect to your User Content, and all modified or derivative works thereof in connection with the provision of the Service, including the marketing and promotion of the Service, the right to copy, reproduce, correct, adapt, modify, create derivative works thereof, make, market, publish, distribute, sell, license, transfer, rent, transmit, publicly perform, publicly perform, publicly perform, or provide electronic access to, broadcast, communicate to the public by telecommunication, to display, represent, store in computer memory and use and put them into practice in any way. You also hereby grant Aware Corp the right to authorize third parties to exercise the rights granted to Aware Corp under these Terms of Service. You further hereby grant Aware Corp the unconditional and irrevocable right to use and exploit your name, likeness and other information or materials included in any User Content and in connection with any User Content, without compensation to you. Subject to legal provisions, you waive any attribution and/or moral rights you may have in your User Content, whether or not your User Content is modified in any way. Aware Corp does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to limit your rights to use and exploit your User Content. Aware Corp has no obligation to control or enforce your intellectual property rights in your User Content.

3.3. User relationships

You are solely responsible for your dealings with other users of the Service and any other party with whom you interact through the Service and/or Aware Corp. games. Aware Corp reserves the right, but is not obligated to, to intervene on any terms.

in the event of a dispute. You shall cooperate fully with Aware Corp in investigating any illegal, fraudulent or inappropriate activity, including providing Aware Corp with access to any password-protected portion of your Account.

If a dispute arises between you and one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from and against any and all claims, demands and damages (actual and indirect) of every type and nature, known and unknown, arising out of or in any way related to such disputes.

4. Fees and conditions of purchase

4.1. Shopping

As part of the Service, you may purchase, with "real" money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) "virtual currency" and, without limitation, virtual cash or diamonds, all of which are intended for use in connection with Aware Corp's games; (b) in-game virtual items, content or features; and (c) other goods or services (all items (a) through (c) being collectively referred to as "Virtual Items"). You may only purchase Virtual Items from us or our authorized partners through the Service, without exception.

You agree to the implementation of the agreement to purchase Virtual Items or any other digital content before the end of the statutory withdrawal period defined by applicable law. You give your prior and explicit consent for the content you have purchased to be delivered to you before the end of the withdrawal period, and thus lose your legal right of withdrawal.

Aware Corp may manage, regulate, control, modify or remove Virtual Items at any time, with or without notice. Subject to applicable law, Aware Corp shall not be liable to you or any third party for exercising these rights.

The transfer of Virtual Items is prohibited except as expressly permitted in the Service. Except as expressly permitted in the Service, you must not sell, purchase, convert or otherwise transfer Virtual Items for the benefit of any person or entity, or attempt any of the foregoing and, without limitation, for the benefit of Aware Corp, another user or a third party.

ANY PURCHASE OR TRADE-IN OF VIRTUAL ITEMS MADE THROUGH THE SERVICE IS FINAL AND NON-REFUNDABLE, EXCEPT WHEN REQUIRED BY APPLICABLE LAW. Please refer to our [parenting guide](#) for more information on purchases made by minors.

The provision of Virtual Items for use in Aware Corp games is a service provided by Aware Corp that begins upon Aware Corp's acceptance of your purchase.

4.2. Payment of fees

You agree to pay all applicable fees and taxes owed by you or anyone using a Registered Account on your behalf. Aware Corp may change the price of Virtual Items offered through the Service at any time. YOU ACKNOWLEDGE THAT AWARE CORP IS NOT OBLIGATED TO PROVIDE YOU WITH A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE ANY MONIES OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS UPON ACCOUNT CLOSURE, WHETHER SUCH CLOSURE IS VOLUNTARY OR INVOLUNTARY.

5. Service Updates

You understand that the Service is an evolving service. Aware Corp may require that you accept updates to the Service and Aware Corp games that you have installed on your device or computer. You acknowledge and agree that Aware Corp may update the Service and Aware Corp games, with or without notice to you. You may need to update third-party software in order to receive the Service and play Aware Corp. Games.

6. Disclaimer of Warranties

WITHOUT LIMITING AWARE CORP'S LIABILITY UNDER SECTION 7 BELOW, THE SERVICE IS PROVIDED "AS IS", "AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WITHOUT WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. AWARE

CORP DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES AND LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

7. Limitation of Liability; exclusive remedy; compensation

AWARE CORP SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION OR OTHER NON-MATERIAL LOSS (HOWEVER SUCH LOSSES MAY BE QUALIFIED), ARISING IN ANY WAY RELATING TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, AND SHALL NOT BE LIABLE TO PAY YOU ANY SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT AWARE CORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AWARE CORP'S LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO AWARE CORP IN ACCORDANCE WITH THESE TERMS OF SERVICE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST MAKE A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT WHERE YOU HAVE NOT PAID ANY TO AWARE CORP DURING SUCH PERIOD, YOUR SOLE REMEDY (AND AWARE CORP'S SOLE LIABILITY) FOR ANY DISPUTE WITH AWARE CORP SHALL BE TO STOP USING THE SERVICE AND CLOSE YOUR ACCOUNT.

IN PARTICULAR, NOTHING IN THESE TERMS OF SERVICE SHALL IMPAIR THE LEGAL RIGHTS OF ANY CONSUMER OR EXCLUDE OR LIMIT ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ANY NEGLIGENCE OR FRAUD OF AWARE CORP. You agree to indemnify, defend and hold harmless Aware Corp (and our officers, directors, agents, subsidiaries, joint ventures and employees) from and against any and all claims, demands, damages or

other losses, including reasonable attorneys' fees, which a third party will rely on and that result from your use of the Service or any breach by you of these Terms of Service. However, the foregoing will not apply in the event of a violation of rights not attributable to your intentional or negligent conduct.

8. Dispute Resolution

You and Aware Corp acknowledge that the dispute resolution procedures described in this Agreement apply to all disputes or claims relating to these Terms of Service, the Privacy Policy, or the Service. Disputes involve claims of any kind, including legal claims, equitable proceedings or legal remedies. Dispute resolution procedures will apply even if you no longer use your Account, delete it, or stop using the Service. They also apply to disputes that arose prior to the conclusion of this Agreement between you and Aware Corp.

Sections 8.1 through 8.6 apply if you reside in the United States or Canada. They do not apply to residents of other countries.

8.1. Amicable settlement of disputes

Before initiating arbitration, you agree to attempt to resolve any dispute directly and amicably with Aware Corp for a period of at least thirty (30) days. The dispute resolution process begins when you send Aware Corp a notice of dispute at requests@awarecorp-studios.com

8.2. Arbitration Agreement

You and Aware Corp agree to resolve your disputes exclusively through final and binding arbitration, as follows:

Either you or Aware Corp may elect to submit any dispute exclusively to final and binding arbitration, unless the claim relates to the exceptions described below. If you or Aware Corp apply to the court for a claim that may be subject to arbitration under this section, you or Aware Corp may ask the court to require your dispute to be resolved by arbitration. The arbitrator shall have exclusive jurisdiction to determine the validity or enforceability of all or part of Section 8 ("Dispute Resolution"), or its applicability to a dispute.

The arbitration will be conducted by a neutral arbitrator. This means that you and Aware Corp waive your right to bring your dispute before a court or

to a jury. Arbitral proceedings are generally conducted under different rules than traditional court actions. For example, the ability to compel the other party to disclose information may be more limited in arbitration than the interrogation procedures usually put in place at trial. Once rendered, the arbitral award is final. You or Aware Corp may ask the arbitrator to establish the award and the reasons for it in writing. You or Aware Corp may ask the court to uphold the validity of the final award and convert it to an enforceable judgment. As a general rule, except in very special cases, recourse to court by you or Aware Corp will not allow you to change the outcome of the arbitration.

8.3. Arbitral proceedings

The arbitration shall be conducted by the American Arbitration Association ("AAA"). The arbitration will be conducted under AAA rules and procedures, including consumer protection rules. In the event of any conflict between these Terms of Service and the AAA's rules and procedures, these Terms of Service shall control. To review the AAA Rules or initiate arbitration, please visit the AAA [website](#). If you or Aware Corp elect to commence arbitration, each of us agrees to provide the other party with a written Request for Arbitration, as provided by the AAA Rules. Arbitration fees will be set in accordance with the AAA's Consumer Protection Arbitration Rules. If an arbitrator considers these arbitration fees to be excessive, Aware Corp will bear the charge. Each party shall bear its own costs and attorneys' fees, unless the claims allow the prevailing party to recover such fees, in which case the arbitrator may award them in accordance with applicable law. If either party challenges the validity of the arbitral award in a trial without success, the losing party will pay the attorneys' fees and costs incurred by the other party in the dispute. The arbitration will be conducted in San Francisco, California, USA, or your country of residence.

8.4. Derogations from the Arbitration Agreement

You and Aware Corp agree that the arbitration agreement in Section 8.2 does not apply to the following disputes:

- Claims relating to Aware Corp's intellectual property to enforce, protect or enforce the validity of the

copyrights, trademarks, domain names, patents, trade secrets or other proprietary rights of Aware Corp.

- Claims related to acts of piracy or infringement by illegal means.
- Claims that are not subject to an arbitration agreement and that are not subject to a "federal preemption" principle authorizing the arbitration agreement.
- Small claims court claims.

Non-arbitrable disputes under the above exceptions shall be decided by a court of competent jurisdiction as described in Section 10 ("Jurisdiction for Non-Arbitrable Disputes").

8.5. Class Action Waiver

You and Aware Corp agree that either party may bring an action against the other party only in its individual capacity.

This involves:

- That you will not be able to bring an action against Aware Corp as a plaintiff or class member in a representative, class, or class action.
- That an arbitrator may not consolidate your claims and those of a third party in a single lawsuit, nor may it conduct class arbitration in a representative, class, or class action.
- An arbitral award rendered in a case is not binding on third parties and cannot be used to adjudicate disputes by third parties.

If this Section 8.5 ("Class Action Waiver") is held to be illegal or unenforceable, all of Section 8, including Sections 8.1 through 8.6, shall be deemed null and void.

8.6. Withdrawal of Arbitration Agreement and Class Action Waiver

You may choose to opt out of the Agreement to Arbitrate and the Class Action Waiver (Sections 8.1 through 8.5) by sending written notice of your decision to the requests@awarecorp-studios.com department with the subject line "WITHDRAWAL OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

CLASS ACTIONS". You must send this notification within thirty (30) days of your first use of the Service or the availability of the right of withdrawal, whichever is later. If you do not send us the notification within this period, you must

submit your disputes to arbitration in accordance with the terms set forth in these paragraphs. If you choose to exercise this right to opt-out, Aware Corp will also not be bound by the arbitration clauses.

9. Applicable law

If you reside in the United States or Canada: (1) the interpretation and enforcement of the arbitration agreement and class action waiver in Section 8 shall be governed by the Federal Arbitration Act (and its procedural provisions) and (2) any dispute relating to these Terms of Service, the Privacy Policy, or the Service shall be governed in all respects by California law, without regard to its conflict of laws provisions.

If you do not reside in the United States and Canada, these Terms of Service and any dispute relating to them, the Privacy Policy or the Service shall be governed in all respects by Finnish law, without regard to its conflict of law provisions.

10. Jurisdiction for non-arbitrable disputes

If you reside in the United States or Canada, you agree that any claim or dispute between you and Aware Corp that is not arbitrable under Section 8 shall be decided exclusively in a court located in San Francisco, California. You agree that any claim or dispute between you and Aware Corp shall be resolved exclusively in a court located in San Francisco, California.

If you reside outside of the United States and Canada, you agree that any claim or dispute between you and Aware Corp shall be resolved exclusively in a court located in Helsinki, Finland.

11. Divisibility

You agree with Aware Corp that if any part of these Terms of Service or Aware Corp's Privacy Policy is determined by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, such provision shall, in that country, be solely unenforceable to the extent of such determination of invalidity or unenforceability, without affecting its validity or enforceability in any other manner or in any other country, and without affecting the remaining provisions of these Terms which shall remain in full force and effect.

12. General provisions

12.1. Cession

Aware Corp may assign or delegate these Terms of Service and/or Aware Corp's Privacy Policy, in whole or in part, to any person or entity, at any time, with or without your consent. You may not assign or delegate your rights or obligations under these Terms of Service or the Privacy Policy without the prior written consent of Aware Corp, and any assignment or delegation made by you without authorization will be void.

12.2. Additional Policies

Aware Corp may post additional policies related to certain services, such as forums, contests or loyalty programs. Your right to use such services is subject to these particular policies and these Terms of Service.

12.3. Entire Agreement

These Terms of Service, additional policies, and documents expressly incorporated herein by reference (including the Aware Corp Privacy Policy), contain the entire agreement between you and Aware Corp and supersede all prior agreements of the parties hereto with respect to the subject matter hereof, whether electronic, oral, written, or arising from usage. any practice, policy or precedent between you and us in respect of the Service.

12.4. No waiver

Aware Corp's failure to require strict compliance by you with any provision of these Terms of Service or Aware Corp's Privacy Policy or to exercise any of its rights thereunder shall not waive Aware Corp's right to enforce such provision or right in that or any other way.

The express waiver by Aware Corp of any provision, condition or requirement of these Terms of Service or Aware Corp's Privacy Policy shall not waive any future obligation to comply with any such provision, condition or requirement.

Except as expressly provided in these Terms of Service, any representations, representations, consents, waivers or other acts or omissions of Aware Corp shall not imply modification of these Terms of Service and shall not be legally enforceable unless documented in material writing, and hand-signed by You and an officer of Aware Corp duly authorized to do so.

12.5. Notifications

We may notify you by posting on [Aware Corp.com](http://AwareCorp.com), and by email, or other means of communication, to the contact information you provide to us. All notices you provide or are required to provide pursuant to these Terms of Service or Aware Corp's [Privacy Policy](#) must be in writing and addressed to: Aware Corp 13 rue General Plessier 69002 Lyon FRANCE, with a copy addressed to the service requests@awarecorp-studios.com

12.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Use to Aware Corp are unique and irreplaceable in nature, that their loss could be irreparable harm to Aware Corp and cannot be replaced by damages alone so that Aware Corp is entitled to injunctive or other equitable relief (without the obligation to post any link or bond or proof of damages) in the event of any breach or anticipated breach by you. You irrevocably waive all rights to seek injunctive or equitable relief or to prevent or restrict the operation of the Service or any other Aware Corp game, the exploitation of any advertising or other materials posted in connection therewith, or the operation of the Service or any content or other materials used or displayed through the Service, and you agree to limit your claims to claims for damages capped at the amounts set forth in Section 7 (if any).

12.7. Force majeure

Aware Corp shall not be liable for any delay or non-performance resulting from causes beyond its lawful control and, in particular, any failure to perform these terms and conditions due to unforeseeable circumstances or a cause beyond the control of Aware Corp, such as acts of God, war, act of law.

terrorism, riots, embargoes, measures by civil or military authorities, fire, floods, accidents, strikes or shortages of means of transport, fuel, energy, labour or materials.

12.8 Warning concerning the risks of epilepsy and the precautions to be taken when using a Video Game (Decree No. 96 – 360 of 23 April 1996 on warnings concerning Video Games):

Some people are likely to have epileptic seizures or loss of consciousness at the sight of certain types of flashing lights or common elements in our daily environment. These people expose themselves to seizures when they play certain Video Games. These phenomena may appear even though the subject has no medical history or has never been confronted with an epileptic seizure. If you have ever experienced epilepsy-related symptoms (seizure or loss of consciousness) in the presence of light stimulation, consult your doctor before use. In any case, please respect the following rules when using a Video Game:

- avoid gambling if you are tired or sleep deprived;
- Make sure you're playing in a well-lit room by moderating your screen brightness.
- Play at a safe distance from the screen and as far as the patch cord allows.
- During use, take breaks of ten to fifteen minutes every hour.

Section 24. Accommodation

The publisher of the Aware Corp Site (awarecorp-studios.com) as well as the Aware Corp mobile application (iOS URL; URL Android) is the company Aware Corp, a simplified joint-stock company with a capital of 1,000 euros, identified with the Lyon Trade and Companies Register under number 920 292 133 (SIRET n ° 920 292 133 00013),

whose head office is located at 13 Rue Général Plessier represented by its President, Mr. Eric Baesa.

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The hosting provider providing direct and permanent storage is the
company OVH , Inc. 650