

ENGLISH Effective Date: January 1, 2017 The terms of this agreement (“Terms of Service”) govern the relationship between you and Hatfuls Ltd and its affiliates (hereinafter “Hatfuls” or “Us” or “We”) regarding your use of Hatfuls’s games, websites and related services (the “Service”). Use of the Service is also governed by Hatfuls’s Privacy Policy. Before accessing or using the Service, including browsing any Hatfuls website or accessing a game, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”). By registering for an Account or otherwise using the Service, you represent that you are age 13 or older and you understand and agree to these Terms of Service. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. If you access the Service from a Social Networking Site (“SNS”), such as Facebook or Google+, you shall comply with its terms of service/use as well as 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 WHERE PROHIBITED. Hatfuls reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended terms on the Hatfuls Service. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Hatfuls Privacy Policy, or any other Hatfuls policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

1. Licence 1.1. Grant of a Limited License to Use the Service Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Hatfuls policies, Hatfuls grants you a non-exclusive, nontransferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose. The following restrictions apply to the use of the Service: You shall use your Account only for non-commercial purposes; You shall not use the Service to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk or spam e-mail or repetitive messages to anyone; License Limitations Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license and may subject you to liability for violations of law. You agree that you will not, under any circumstances:

- Engage in any act that Hatfuls deems to be in conflict with the spirit or intent of the Service or make improper use of Hatfuls’s support services.
- Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized thirdparty software designed to modify or interfere with the Service, any Hatfuls Game or any Hatfuls game experience or without Hatfuls’s express written consent, modify or cause to be modified any files that are a part of the Service or any Hatfuls game.
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server (“Server”) used to offer or support the Service or any Hatfuls game environment.
- Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, 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, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Hatfuls, including but not limited to, by circumventing 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 any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.
- Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including Hatfuls employees, including Hatfuls’s customer service representatives.
- Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret,

right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Hatfuls employee. • Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or any Hatfuls game, or to obtain any information from the Service or any Hatfuls game using any method not expressly permitted by Hatfuls. • Solicit or attempt to solicit personal information from other users of the Service or any Hatfuls game or collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service. • Hatfuls 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 Service or the Service itself. Hatfuls reserves the right to take action as a result, which may include terminating your Account and prohibiting you from using the Service in whole or in part.

1.2. Suspension and Termination of Account and Service WITHOUT LIMITING ANY OTHER REMEDIES, Hatfuls MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO Hatfuls SERVICES OR PORTIONS THEREOF IF YOU ARE, OR Hatfuls SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND Hatfuls 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 USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. Hatfuls RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS. Hatfuls reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, Hatfuls shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted. You may terminate your Account at any time and for any reason by following the process described on our support page located at <https://support.Hatfuls.com/> informing Hatfuls that you wish to terminate your Account.

2. Ownership

2.1. Games and Service All rights, title and interest in and to the Service (including without limitation any games, 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 Hatfuls game client, and the Hatfuls game clients and server software) are owned by Hatfuls. Hatfuls reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its games and the Service.

2.2. Accounts NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT

ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF Hatfuls. 2.3. Virtual Items Hatfuls owns, has licensed, or otherwise has rights to use all of the content that appears in the Service or in Hatfuls games. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Service, including without limitation the virtual goods or currency appearing or originating in any Hatfuls game, whether earned in a game or purchased from Hatfuls, or any other attributes associated with an Account or stored on the Service. 2.4. User Content “User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a Hatfuls game client or the Service, or that other users upload or transmit, including without limitation any chat text. By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Hatfuls in accordance with its Privacy Policy. Hatfuls reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time. 3. User Content 3.1. Content Screening Hatfuls assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate content or conduct. We do not, and cannot, pre-screen or monitor 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 offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the Service. At our discretion, our representatives or technology may monitor and/or record your interaction with the Service or communications (including without limitation chat text) when you are using the Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications. If at any time Hatfuls chooses, in its sole discretion, to monitor the Service, Hatfuls nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content. 4. Fees and Purchase Terms 4.1. Purchases In the Service you may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) “special version” of the game, including but not limited to so-called “full version”; (b) “virtual in-game items” (together with “special version”, “Virtual Items”); and (c) other goods or services (“Merchandise”). You are only allowed to purchase Virtual Items from us or our authorised partners through the Service, and not in any other way. Hatfuls may manage, regulate, control, modify or eliminate Virtual Items and/or Merchandise at any time, with or without notice. Hatfuls shall have no liability to you or any third party in the event that Hatfuls exercises any such rights. The transfer of Virtual Items and Merchandise is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items or Merchandise to any person or entity, including but not limited to Hatfuls, another user or any third party. ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. The provision of Virtual Items for use in Hatfuls games is a service provided by Hatfuls that commences immediately upon acceptance by Hatfuls of your purchase. 4.2. Payment of Fees You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Hatfuls may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT Hatfuls IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY

REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. 5. Updates to the Service You understand that the Service will change over time. Hatfuls may require that you accept updates to the Service and to Hatfuls's games you have installed on your computer. You acknowledge and agree that Hatfuls may update the Service and Hatfuls games, with or without notifying you. You may need to update third party software from time to time in order to receive the Service and play Hatfuls's Games. 6. Disclaimer of Warranties WITHOUT LIMITING Hatfuls'S LIABILITY UNDER SECTION 7 BELOW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Hatfuls DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 7. Limitation of Liability; Sole and Exclusive Remedy; Indemnification Hatfuls SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Hatfuls HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Hatfuls SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO Hatfuls IN ACCORDANCE WITH THESE TERMS OF SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO Hatfuls DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND Hatfuls'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH Hatfuls IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Hatfuls may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Hatfuls's liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF Hatfuls. You agree to indemnify, defend and hold Hatfuls harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of these Terms of Service, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior. 8. Dispute Resolution and Law You agree that all disputes between you and Hatfuls shall be governed by the laws of Finland, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Hatfuls must be resolved exclusively by a court located in Helsinki, Finland. 9. Severability You and Hatfuls agree that if any portion of these Terms of Service or of the Hatfuls Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be

in full force and effect. 10. General Provisions 10.1. Assignment Hatfuls may assign or delegate these Terms of Service and/or the Hatfuls 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 any rights or obligations under the Terms of Service or Privacy Policy without Hatfuls's prior written consent, and any unauthorized assignment and delegation by you is ineffective. 10.2. Supplemental Policies Hatfuls may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service. 10.3. Entire Agreement These Terms of Service, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Hatfuls Privacy Policy), contain the entire understanding of you and Hatfuls, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service. 10.4. No Waiver The failure of Hatfuls to require or enforce strict performance by you of any provision of these Terms of Service or the Hatfuls Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Hatfuls's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Hatfuls of any provision, condition, or requirement of these Terms of Service or the Hatfuls Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Hatfuls shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Hatfuls. 10.5. Notices We may notify you via postings on [www.berrytalestudios.com](http://www.berrytalestudios.com), or via any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms of Service or the Hatfuls Privacy Policy shall be in writing and addressed via email to [support@berrytalestudios.com](mailto:support@berrytalestudios.com). Any notices that you provide without compliance with this Section on Notices shall have no legal effect. 10.6. Equitable Remedies You acknowledge that the rights granted and obligations made under these Terms of Service to Hatfuls are of a unique and irreplaceable nature, the loss of which shall irreparably harm Hatfuls and which cannot be replaced by monetary damages alone so that Hatfuls shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any Hatfuls game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7 (if any). 10.7. Force Majeure Hatfuls shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Hatfuls, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Hatfuls's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.