

Privacy Policy

Emperor of Europe (EoE) provides services which require provision of information. Protecting your privacy is really important to us. We only use your information where we have a legal basis to do so. This Privacy Policy will help you understand what information we collect, how we use it and what choices you have when you make use of our Apps, our websites, buy merchandise from us, or take part in other services (the "Services").

You should also read our Terms of Service which set out the contract between you and EoE.

1. Who decides how your information is used?

Tōka Games generally is the data controller responsible for making decisions about how we use your personal information .

If you have any questions or comments on this policy, you can:

Email us at info@tōka-games.com.

2. The information we collect about you and how we use it

This Privacy Policy covers our use of any information that can or could be used to identify you ("Personal Data"). It does not cover information which cannot be used to identify you ("Anonymous Data").

We need to collect and use certain Personal Data to provide the Services to you and fulfil the promises we make to you in the Terms of Service:

When you sign up for our Services you give us Personal Data voluntarily by providing it to us, for example when you sign up for an account. We collect and use that information in order to authenticate you when you register an account and use the Services, to make sure you are eligible and able to receive the Services, and so that you receive the correct version of the Services. That information includes your age, the in-game username you choose to use on our Services, and internal account IDs that we assign to your account.

You must have an account with a supported external single sign-on service to use our Services. As such, the Personal Data we collect also depends on which external accounts you choose to use, their privacy policy, and what your privacy settings with those services allow us to see when you use their services to access EoE Services.

Depending on the particular Service you sign up for, we may support other external single sign-on services and collect additional Personal Data from them.

Some external providers may notify you that they make additional information, such as your public profile, available to us when you use their single sign-on services. We do not collect that information from them.

We collect and use your device location information as you use our Services (and, if you elect to turn on background location tracking for our Services, while you are not directly interacting with the Services). Our Services include location based events, so we need to know where you are to operate these for you, and to plan the location of in-app resources. We identify your location using a variety of technologies, including GPS, the WiFi points you are accessing the Service through and mobile/cell tower triangulation.

We also collect and use your in-app actions and achievements, as well as certain information about your mobile device (including device identifiers, device OS, model, configuration, settings and information about third party applications or software installed on your device), to operate the Services for you and to personalize your user experience.

We also use the information above to show in-app sponsored locations that are in your vicinity as part of the user experience.

We further use the information above in order to provide technical and customer support to you.

You also give us Personal Data when you make a purchase through us, subscribe to our publications, register for a competition, promotion, sweepstakes or survey or communicate with us. Depending on which of these Services you use, that may include your name, mailing address, phone number, country of residency, age, and email address. We use that information to fulfil those Services to you and to provide related customer support to you.

In addition, we have and rely on a legitimate interest in using your Personal Data as follows:

- Using your IP address, browser type, operating system, the web page you were visiting before accessing our Services, the pages of our Services which you browsed or the features you used, and the time spent on those pages or features, the links on our Services that you click on, device and advertising identifiers, age, as well as actions you take during gameplay, your in-app user settings and preferences and your in-app purchases to understand who is using our Services and how.
- Using your contact information, namely your email address in order to communicate with you to provide technical and customer support.
- Using your internal account ID and in-app username in order to attribute to your account any user content (such as local points of interest) that you elect to submit to EoE through the Services.
- Using your email address and device information in order to share updates and news with you either within the games or by email. You can unsubscribe from these at any time in your device settings or in-app settings.
- Analyzing your in-game actions and achievements to show you rewards, promotions, or other offers about our Services that are tailored to your personal user experience. You can choose to opt out of this and certain other processing of your Personal Data by following the steps described in Section 7 below.
- To personalize the ads you see in our apps to make them more relevant to you, and to show sponsored gifts containing messages and/or offers from our advertisers relevant to your vicinity on the game map. You can choose to opt out of receiving sponsored gifts by visiting the in-app settings.
- To provide social features within our games so you can interact and play with other players, including storing your communications, content, and other information shared with those players, finding your friends and being found by them, including through imported contacts, and sharing your gameplay experience and achievements with your friends. You can visit your EoE Profile in-app settings for opt-out options.
- Using your in-game actions and achievements, as well as certain information about your mobile device (including device identifiers, device OS, model, configuration, settings and information about third party applications or software installed on your device), to carry out anti-fraud and anti-cheating measures against behaviors prohibited under our Terms of Service, to ensure that we provide a fair gaming experience to all players.

- To make legal or regulatory disclosures and to establish, exercise, or defend legal claims.

We will only use your Personal Data to do the following if we have your consent:

If you elect to turn on background activity tracking in our Services we will collect your Personal Data as you use the Services as well as in the background when you do not have the Services open on your device.

If you elect to enable the Facebook User Friends permission available in some of our games, we will import from your linked Facebook account the list of your friends who also play the game and enabled Facebook User Friends. If you enable that permission, your Facebook profile picture and the name on your Facebook account will be visible to your friends in-game. You can change your mind and unfriend other players at any time from your in-app Friends settings. You can also revoke Facebook permissions for our games directly from your Facebook account settings.

If you elect to add information about EoE live or in-game events to your mobile calendar, we will, with your permission, access your device's calendar and write in these events. We do not access or collect any other information from your calendar. You can change your mind and disable access to your calendar at any time in your device settings.

If you elect to import your device's address book contacts to find out which of your contacts uses our Services and to send them Friend requests, or invite them to join you in our games or other aspects of our Services, we will periodically sync your contacts' information, including phone number and email, to our servers. You are responsible for ensuring your collection and sharing with us of your contacts' information is compliant with applicable laws. This may require you to obtain your contacts' permission. We may also get information about you from other EoE users importing or entering their contacts. We use and may store this contact information to help you and your contacts connect through our Services. You can change your mind and turn off EoE's access to your contacts at any time in your device settings.

Send you marketing materials by email or via in-app notifications. You can unsubscribe from these at any time in your device settings or in-app settings.

We also rely on your consent where we use cookies or similar technologies. Insofar as cookies collect Personal Data, we will process it only based on your explicit consent, in anonymized form, or under a pseudonym.

3. Who we share information with

We will not share any Personal Data that we have collected from or regarding you except as described below:

Information Shared with Our Service Providers. We engage external service providers to work with us to administer and provide the Services. As part of that they will process your Personal Data on our behalf. These external service providers have access to your Personal Data only for the purpose of performing services on our behalf, in compliance with this Privacy Policy, and we make sure each one is contractually obliged not to disclose or use your Personal Data for any other purpose. The service providers we use help us to:

- run, operate and maintain our Services through third party platform and software tools;
- perform content moderation and crash analytics;
- run email and mobile messaging campaigns;
- perform user and marketing analytics;

- to provide measurement services and target ads;
- administer competitions, sweepstakes and promotions, including registering players, managing check-in and attendance, verifying eligibility and prize fulfillment;
- provide payment attribution;
- provide technical and customer support; and
- process payments for live events ticketing or other purchases.

Some external service providers may also collect information directly from you (for example, a payment processor may request your billing and financial information) as a Third Party Service in accordance with their own privacy policy. Such external service provider does not share your financial information, like credit card number, with EoE, but it may share limited information with us related to your purchase, like your zip or postal code.

Information Shared with Other Users. When you use the Services, we will share certain Personal Data with other players. This Personal Data includes your in-app profile (such as your username, your avatar, your online status), your in-app actions and achievements/rankings.

Information Shared Publicly: When you use the Services, use competitive features, the following information about you may be shared on web pages accessible to the public and therefore become publicly available: your username, in-app profile, achievements/rankings and public messages.

Information Shared with Third Parties. We share Anonymous Data with third parties for industry and market analysis. We may share Personal Data with our third-party publishing partners for their direct marketing purposes only if we have your express permission. We do not share Personal Data with any other third parties for their direct marketing purposes.

Information Disclosed for Our Protection and the Protection of Others. We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We only share information about you to government or law enforcement officials or private parties when we reasonably believe necessary or appropriate: (a) to respond to claims, legal process (including subpoenas and warrants); (b) to protect our property, rights, and safety and the property, rights, and safety of a third party or the public in general; and (c) to investigate and stop any activity that we consider illegal, unethical, or legally actionable.

Information Disclosed in Connection with Business Transactions. Information that we collect from our users, including Personal Data, is a business asset. If we are acquired by a third party as a result of a transaction such as a merger, acquisition, or asset sale or if our assets are acquired by a third party in the event we go out of business or enter bankruptcy, some or all of our assets, including your Personal Data, will be disclosed or transferred to a third party acquirer in connection with the transaction.

4. How your Personal Data is transferred

EoE operates its Services across the globe. Your Personal Data will likely be transferred and stored in a country outside of your home country, for the purposes outlined in this Privacy Policy to the extent permitted by applicable laws. The data protection laws in these countries may not be the same as in your home country.

If we transfer your Personal Data we ensure that a similar degree of protection is provided to your Personal Data as within the EEA, as applicable.

5. How we keep your Personal Data safe

We have appropriate legal, organizational and technical security measures in place to prevent your Personal Data from being accidentally lost, used or accessed in an unauthorized way, improperly altered or disclosed. We also limit access to your Personal Data to employees, agents, contractors and other third parties who have a business need to know. They will only process your Personal Data on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected Personal Data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

6. How long we will keep your Personal Data

We keep your Personal Data for as long as we need to provide the Services to you and fulfil the purposes set out in this Privacy Policy. This is also the case for anyone that we share your information with and who carry out services on our behalf.

When we no longer need to use your Personal Data and there is no need for us to keep it to comply with our legal or regulatory obligations, we will either remove it from our systems or anonymize it so that it can no longer be associated with you. When removing Personal Data, we will take commercially reasonable and technically feasible measures to make said Personal Data irrecoverable or irreproducible.

7. Your rights and choices

You have certain rights in relation to your Personal Data. In order to exercise these rights, please contact us at info@tōka-games.com.

You can:

Request access to the Personal Data we hold on you by emailing info@tōka-games.com.

Delete or correct your Personal Data. The easiest way to update your account information is via your in-app settings.

Ask us to stop processing your Personal Data, including for direct marketing and promotional purposes such as tailored rewards, promotions, and other offers, by emailing info@tōka-games.com. But be aware that sometimes we need to use your Personal Data in order to provide the Services to you.

Have your Personal Data transferred to another organization (where it is technically feasible).

Complain to a regulator. We'd appreciate the chance to deal with your concerns directly so we'd prefer you to contact us first. However, if you're based in the UK or the EEA and believe that we have not complied with data protection laws, you can complain to your local supervisory authority.

The law provides exceptions to these rights in certain circumstances. Where you cannot exercise one of these rights due to such an exception, we will explain to you why.

We offer you choices regarding the collection, use, and sharing of your Personal Data and we'll respect the choices you make. Please note that if you decide not to provide us with the Personal Data that we request, you may not be able to access all of the features of the Services.

After you contact us, you may receive an email in order to verify your request. We aim to provide the information or complete the outcome you request within 30 days, or such shorter time period as provided by laws of your jurisdiction

8. Children

The Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

9. Third Parties

In using our Services you may access links to websites and services that are owned or operated by third parties (each, a "Third Party Service"). Any information that you provide on or to a Third Party Service or that is collected by a Third Party Service is provided directly to the owner or operator of the Third Party Service and is subject to the owner's or operator's privacy policy. We're not responsible for the content, privacy, or security practices and policies of any Third Party Service. To protect your information we recommend that you carefully review the privacy policies of all Third Party Service that you access.

10. Changes to this Privacy Policy

Any Personal Data that we collect is covered by the Privacy Policy in effect at the time such information is collected. We may make changes to this Privacy Policy from time to time. You will be given reasonable notice of any material change.

Terms of Service

1. Terms

Emperor of Europe (EoE) operates custom designed maps and sub-applications, hereinafter referred to as the "Platform" and the "App(s)".

Please read these EoE Terms of Service and any applicable App guidelines (the "Guidelines" and, collectively, "the Terms"), because the Terms govern your use of the Apps and Platform. The Terms also govern your interaction with any websites we own or operate ("Sites"), purchase of any EoE merchandise, participation in EoE live events or promotions ("Events"), and more generally your use of any EoE products or services (together with Apps and Platform, the "Services").

Some exceptions to the Terms may apply based on your country of residence - please see the country-specific sections below.

These Terms are entered into between you and Tōka Games, Varsenareweg 29, Ramsgate 4, Jabbeke 8490 Belgium.

By using the Services, you are agreeing to these Terms. If you don't agree to these Terms, you may not use the Services. EoE may modify these Terms at any time, and if we do, we will notify you by posting the modified Terms on the Site or in the App. It's important that you review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services.

SECTION 13 "DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. If you are a user in the European Economic Area ("EEA"), or any other country that does not allow such arbitration agreement, Section 13 does not apply to you.

If you breach these Terms we may take action against you, including but not limited to terminating your account. You acknowledge that EoE has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

2. Privacy

Our Services are designed to enable interaction and ranking between users. To provide the Services, we need information about you, and we only use your information where we have a legal basis to do so. Please refer to our Privacy Policy to help you understand what information we collect, how we use it and what choices you have when you use our Services.

3. Use of the Services

3.1 Cheating

EoE prohibits cheating, and we constantly take steps to improve our anti-cheat measures. Cheating includes any action that attempts to or actually alters or interferes with the normal behavior or rules of a Service. Cheating includes, but is not limited to, any of the following behavior, on your own behalf or on behalf of others:

Accessing Services in an unauthorized manner (including using modified or unofficial third party software);

Using multiple accounts for the same Service;

Sharing accounts;

Using any techniques to alter or falsify a device's location (for example through GPS spoofing);
and/or

Selling or trading accounts.

Apps may not work on devices that EoE detects or reasonably suspects to be cheating, and EoE will not provide support to players who attempt to cheat. You agree that EoE may employ any lawful mechanisms to detect and respond to cheating, fraud, and other behavior prohibited under these Terms, including checking your device for the existence of exploits or hacking and/or unauthorized software. Please see the Guidelines and our Privacy Policy for more information.

3.2 Safe and Appropriate Use

While you are using our Services, please be aware of your surroundings, and use and communicate safely. You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, Event policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Services you will not make available any unlawful, inappropriate, or commercial Content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate Content, including data submissions, edits, or removal requests.

3.3 Your Interactions with Other People

You agree that in conjunction with your use of the Services, you will maintain safe and appropriate contact with other users and third parties. You will not harass threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party relating to your use of Services, you release EoE (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.4 Eligibility and Account Registration

If you want to use certain Services, you will have to create an account with us (an "Account"), and you will also need access to a supported mobile phone and an Internet connection. We do not support rooted or jailbroken devices.

You agree that you won't disclose your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. EoE takes its account security obligations seriously; however, you are responsible for all activities that occur under your Account, whether or not you know about them.

3.5 Account Suspension or Termination

We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you of Content or Services; or (c) we suspect any other unlawful activity

associated with your Account. If your Account is inactive (i.e., not used or logged-into) for a period of time, we will notify you via the Services or in the App prior to termination of your Account.

You may terminate your Account at any time by visiting the App help centers. Upon termination of any Services or your Account, the following provisions of these Terms will survive: Content Ownership, Rights Granted by You, Disclaimer of Warranties, Indemnity, Limitation of Liability, Dispute Resolution, General Terms and this sentence on Termination.

3.6 Who May Use Our Services

Unless stated otherwise for a particular Service, children are not allowed to use the Services. A "Child" is a person (a) under 13 years old (for residents outside of the EEA, except for the Republic of Korea); (b) under 16 years old or such age needed to consent to the processing of personal data in their country of residence (for residents of the EEA); or (c) under 14 years old (for residents of the Republic of Korea). EoE contains information on the age requirement for each of our Apps.

Purchases made through the Services are limited to Account holders who either (a) are the age needed to consent to a contract in their country of residence; or (b) if younger, have the consent of a Parent to use the Service. Parents can consult their device settings for the App to restrict in-App purchases by a Child, and should also monitor activity in their Child's Account.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EOE DECLINES ANY RESPONSIBILITY REGARDING ANY ACTIVITIES CONDUCTED BY A CHILD WITH OR WITHOUT THE PERMISSION OF A PARENT. IF YOU ARE A PARENT AND YOU GIVE YOUR PERMISSION FOR YOUR CHILD TO REGISTER FOR ONE OF THE SERVICES, YOU THEREBY AGREE TO THE TERMS RELATING TO USE OF THE SERVICES BY YOUR CHILD.

4. Limited License to Use

Subject to your compliance with these Terms, EoE grants you a limited, nonexclusive, nontransferable, non-sublicenseable license to download and install a copy of the Apps on a mobile device and to run such copy of the Apps solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms or under applicable law, you may not: (a) copy, modify, or create derivative works based on the Apps; (b) distribute, transfer, sublicense, lease, lend, or rent the Apps to any third party; (c) reverse engineer, decompile, or disassemble the Apps; or (d) make the functionality of the Apps available to multiple users through any means. EoE reserves all rights in and to the Apps not expressly granted to you under these Terms.

5. Content and Content Rights

Subject to your compliance with these Terms, EoE grants you a personal, noncommercial, nonexclusive, nontransferable, nonsublicensable, revocable, limited license to download, view, display, and use the Content solely for your permitted use within the Services. "Content" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through the Services, including User Content. "User Content" means any Content a user of a Service provides to be made available through Services.

5.1 Content Ownership

EoE does not claim ownership rights in User Content and nothing in these Terms restricts any rights that you may have to use and exploit your User Content. Subject to the foregoing, EoE and its

licensors exclusively own all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other relevant legislation. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

5.2 Rights Granted by You

By making any User Content available through the Services you grant to EoE a nonexclusive, transferable, sublicenseable, worldwide, royalty-free, perpetual license (or, if not permitted under applicable law, a license for the whole duration, including for any extension thereof, of all relevant rights under any applicable law), to use, copy, modify, create derivative works based upon, publicly display, publicly perform, market, promote and distribute your User Content in connection with operating and providing the Services and Content to you and to others. By accepting these terms, you allow EoE to benefit freely from the above rights, including but not limited to:

- The right to reproduce User Content by any means and in any form.
- The right to publicly or privately broadcast or make available the User Content (or any product incorporating the User Content), in return for payment or free of charge in all places by any means or process known or unknown at the present time, and in particular via Internet, pay per view, pay per play, theatrical or television broadcasting, DVD, and print.
- The right to use the User Content for demonstration, promotion and advertising for all EoE Services.
- The right to produce or order the production of any new product or service from the User Content or from any product incorporating or exploiting the User Content, either reproduced as it stands or modified by EoE or by any outside party of its choice.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by EoE on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. To the extent permitted by applicable law, you also agree that you will not exercise your moral rights (or equivalent rights under applicable laws), such as your right to be identified as the author of any of the User Contents, against EoE or any third party designated by EoE.

5.3 Virtual Money and Virtual Goods

Certain Apps permit the purchase of virtual currency ("Virtual Money"), specific to each App, and use of that Virtual Money to purchase virtual items or services expressly available for use in the respective Apps ("Virtual Goods"). Virtual Money is a category of Content. You may access and purchase Virtual Goods for your personal, non-commercial use of the Services. You acknowledge that you do not acquire any ownership rights in or to the Virtual Money or Virtual Goods. Any balance of Virtual Goods or Virtual Money does not reflect any stored value and you agree that Virtual Money and Virtual Goods have no monetary value and do not constitute currency or property of any type. Virtual Money may be redeemed only for Virtual Goods and can never be sold, transferred, or exchanged for "real" money, "real" goods, or "real" services from us or anyone else. You agree that you will only obtain Virtual Money and/or Virtual Goods from us and through means provided by us,

and not from any third party unless expressly authorized. Once you acquire a license to Virtual Money or Virtual Goods, you may not transfer them to another individual or account. Any such sale, transfer, or exchange (or attempt to do so) is prohibited, is a violation of these Terms and may result in cancellation of such Virtual Money or Virtual Goods or the termination of your Account.

During the term of your license to your Virtual Money, you may redeem your Virtual Money for selected Virtual Goods. As set forth below, all Virtual Money, Virtual Goods, and other Content is provided "as is," without any warranty. You agree that all sales by us to you of Virtual Money and Virtual Goods are final and that we will not permit exchanges or refunds for any unused Virtual Money or Virtual Goods once the transaction has been made.

Generally, we have the right to offer, modify, eliminate, and/or terminate Virtual Money, Virtual Goods, the Content, and/or the Services, or any portion thereof, at any time, without notice or liability to you. If we discontinue the use of Virtual Money or Virtual Goods, we will provide at least 60 days advance notice to you by posting a notice through the Services or through other communications.

5.4 Feedback

You can submit feedback, comments, and suggestions for improvements to the Services ("Feedback") by reaching out to us on social media or support channels. Feedback is a form of User Content.

5.5 DMCA/Copyright Policy

EoE respects copyright law and expects its users to do the same. It is EoE's policy to terminate in appropriate circumstances Account holders who infringe or are believed to be infringing the rights of copyright holders. Please see EoE's Copyright Policy for further information.

6. Conduct, General Prohibitions, and EoE's Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. In addition, you agree not to do any of the following, unless applicable law mandates that you be given the right to do so:

- collect, store or share any personally identifiable information of other users from the Services without their express permission;
- extract, scrape, or index the Services or Content;
- use the Services or Content, or any portion thereof, for any commercial purpose or in a manner not permitted by these Terms, including but not limited to (a) gathering in-App items or resources for sale outside the Apps, (b) performing services in the Apps in exchange for payment outside the Apps, or (c) selling, reselling, or renting the Apps or your Account;
- attempt to access or search the Services or Content or download Content from the Services through the use of any technology or means other than those provided by EoE or other generally available third party web browsers (including without limitation automation software, bots, spiders, crawlers, data mining tools, or hacks, tools, agents, engines, or devices of any kind);
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content;
- bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented by EoE or any of EoE's providers or any other third party (including another user) to protect the Services or Content;

- use, display, mirror, or frame the Services or any individual element within the Services, EoE's name, any EoE trademark, logo, or other proprietary information, or the layout and design of any page or App without EoE's express written consent;
- post, publish, submit or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- access, tamper with, or use nonpublic areas of the Services, EoE's computer systems, or the technical delivery systems of EoE's providers;
- attempt to probe, scan, or test the vulnerability of any EoE system or network or Service, or breach any security or authentication measures;
- use any meta tags or other hidden text or metadata utilizing a EoE trademark, logo, URL, or product name without EoE's express written consent;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source identifying information;
- interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mailbombing the Services;
- delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Although EoE is not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right to remove or disable access to any Content, at any time and without notice. EoE may remove any Content we consider to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.

ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICES, INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY SITE OR APP, IS A BREACH OF EOE'S TERMS AND MAY BE A BREACH OR VIOLATION OF CRIMINAL AND CIVIL LAWS.

7. Rankings

EoE may publish the results of any competitions (including rankings and any winners), statistics of use, and pictures of participants in promotional and marketing materials and on social media in accordance with these Terms.

8. Sweepstakes, Contests, Raffles, Surveys And Similar Promotions

Periodically, EoE and/or its partners may organize sweepstakes, contests, raffles, surveys, games, and similar promotions on the Services (each a "Promotion"). In addition to these Terms, Promotions will be subject to particular terms which we shall communicate to you at the time of these Promotions ("Promotional Terms"). By participating in any Promotion, you will become subject to those Promotional Terms. All Promotional Terms are incorporated into, may vary from, and shall supercede these Terms. EoE urges you to read the Promotional Terms. Our Privacy Policy, in addition to these

Terms and any Promotional Terms, governs any information you submit in connection with such Promotions.

9. Third Party Websites or Resources

Services may contain links to third party websites or resources. EoE provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources.

EoE is not responsible for the availability or quality of third party services, including cell phone networks, hotspots, wireless internet and other services. Such third party services may affect your ability to utilize the Services or participate in an Event and you hereby waive and release EoE and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.

10. Disclaimer of Warranties

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

YOU ASSUME ALL RISKS RELATING TO YOUR ONLINE OR OFFLINE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT EOE DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES. EOE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

11. Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER EOE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EOE HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EOE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN EVENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE THOUSAND EUROS (1000 EUR). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EOE AND YOU.

12. Dispute Resolution

YOU AGREE THAT DISPUTES BETWEEN YOU AND EOE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

THIS NOTICE DOES NOT APPLY: (1) IF YOU ARE A RESIDENT OF THE EEA, OR ANY JURISDICTION WHICH DOES NOT ALLOW THIS ARBITRATION AGREEMENT, (2) IF YOU OPT OUT OF ARBITRATION AS DESCRIBED IN THE "ARBITRATION" SECTION BELOW, OR (3) TO CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 12.1, "ARBITRATION," BELOW.

12.1 Arbitration

If you live in the US or another jurisdiction which allows you to agree to arbitration, you and EoE agree that any disputes will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in this clause (b), an "IP Protection Action"). Notwithstanding this arbitration agreement, EoE reserves the right to bring an action in any court of competent jurisdiction against you to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of its IP, products, and Services.

Without limiting the preceding paragraph, you will also have the right to litigate any other dispute if you provide EoE with written notice of your desire to do so by email to info@tōka-games.com within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide EoE with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clauses (a) and (b) above. Further, unless both you and EoE otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this class action waiver is held unenforceable, then the parties' agreement to arbitrate will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. If the terms of this Section 12.1 "Arbitration" are found unenforceable as to any claim for relief, that claim must be severed from the arbitration and brought pursuant to Section 12.6, "Governing Law and Exclusive Venue." All other claims will be arbitrated. The arbitrator, and not any court or agency, shall have exclusive authority to (a) determine the scope and enforceability of this arbitration agreement and (b) resolve any dispute related to its interpretation,

applicability, enforceability, or formation including any claim that all or any part of it is void or voidable.

12.2 Arbitration Rules

The arbitration will be administered by the Belgian Center for Arbitration and Mediation (CEPANI) in accordance with the UNCITRAL ARBITRATION RULES (available at <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/uncitral-arbitration-rules-2013-e.pdf>).

12.3 Governing Law and Exclusive Venue

To the extent that these Terms allow you or EoE to initiate litigation in a court, both you and EoE agree to the exclusive jurisdiction of and venue in the state and federal courts located in Belgium. Each of the parties hereto waives any objection to jurisdiction and venue in such courts. These Terms and your use of the Services are governed by the laws of Belgium.

12.4 Changes to Dispute Resolution

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if EoE changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (by email to info@tōka-games.com) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of EoE's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and EoE in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

13. General

13.1 Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between EoE and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between EoE and you regarding the Services and Content.

13.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without EoE's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. EoE may freely assign or transfer these Terms without restriction, and the transferor or assignor shall not remain jointly and severally liable. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

13.3 Force Majeure

Neither EoE, any user, nor any other party involved in creating, producing, or delivering the Services or Content shall be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

13.4 Notice

Any notices or other communications provided by EoE under these Terms, including those regarding modifications to these Terms, will be given: (a) via email; or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted to any email address Your provided.

13.5 Waiver

EoE's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of EoE. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

13.6 Contact Information

If you have any questions about these Terms or the Services, please contact Tōka Games at info@tōka-games.com.

14. Terms Specific to:

14.1 Residents of the Republic of Korea

If you live in the Republic of Korea, the E-Commerce Act provides you with certain rights to refunds within seven (7) days of purchase. However, please note that once you exchange Virtual Money for Virtual Goods within the App, a refund will no longer be available. We reserve the right to control, regulate, change, or remove any Virtual Money or Virtual Goods as permitted under applicable law without any liability to you.

14.2. Residents of the EEA

If you live in the EEA, you have certain rights to withdraw from online purchases. However, please note that once you download Virtual Money from us, your right of withdrawal ends. You agree that (a) purchase of Virtual Money involves immediate download of such Content; and (b) you lose your right of withdrawal once your purchase is complete. If you live in the EEA, we will provide you with a VAT invoice when we are required to do so by law. You agree that these invoices may be electronic in format. We reserve the right to control, regulate, change, or remove any Virtual Money or Virtual Goods without any liability to you.

14.3 Residents of Germany

In the event of intentional or gross negligence, including by its representatives and vicarious agents (Erfüllungsgehilfen), either Party shall be liable according to statutory provisions. The same shall apply in the event of culpably caused damages resulting from an injury to life, body or health, in the event of damages resulting from a violation of a guarantee as to quality (Beschaffenhheitsgarantie), as well as in the event of defaults concealed fraudulently (arglistig verschwiegene Mängel).

In the event of damages to property and financial damages (Sach- und Vermögensschäden) caused by slight negligence of either Party, its representatives or vicarious agents, such Party shall be liable only in the event of a violation of a contractual core duty (wesentliche Vertragspflicht), however limited to the amount of the damage which was foreseeable at the time of conclusion of the contract and typical taking into account the nature of the contract (vorhersehbarer und vertragstypischer

Schaden). Contractual core duties are such duties whose accomplishment enables proper fulfilment of an agreement and whose observance the contracting parties may and do regularly rely on.

Insofar as statutory limitations of liability acc. to Sec. 521, 599 German Civil Code apply to the provision of services free of charge, they remain unaffected by the aforementioned provisions.

Liability based on the German Product Liability Act shall remain unaffected.

Any further liability of either Party other than set out above shall be excluded.