

GENERAL TERMS & CONDITIONS

1 About these terms

1.1 These terms apply to your download, access and/or use of Yummy Jump (the „Game”), whether on your computer, on a mobile device, on our website www.yummyjump.com (the "Website") or any other website, device or platform (each a "Game" and together the "Games"). These terms also apply to any other services that we may provide in relation to the Games or the Website, such as customer support, social media, community channels and other websites that we may operate from time to time („Services”). These terms are a legal agreement and contain important information about your rights and obligations in relation to our Services.

1.2 If you do not agree to these terms or any future updated version of them then you must not access and/or use, and must cease all access and/or use of, any of our Services. If we require that any future update to these terms requires any action from you in order to accept the updated terms, then you may not be able to continue to use the Services until you have taken such action.

1.3 These terms represent a legal agreement between you and Brandlift Ltd. whose address is Hungary, 1036 Budapest, Lajos utca 130.

1.4 In these terms references to "Brandlift", "we", "us" and "our" are references to Brandlift Ltd.

1.5 These terms are made available via the app store or platform that you download our Games from (such as the Apple App Store, Google Play Store, Amazon App Store or Windows Phone Store). You agree that by accessing and/or using our Services, you are agreeing to these terms and our Privacy Policy (see paragraph 13 below).

1.6 You can access the latest version of these terms at any time at <https://www.yummyjump.com/terms-of-use.pdf>. We can make changes to these terms at any time in accordance without any further notice.

2 About accessing and using our Services

2.1 You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using our Game. You should ask your mobile operator or internet service provider if you are unsure what these charges will be, before you access and/or use our Game.

2.2 There may be times when our Services or any part of them are not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.

3 Accounts

3.1 When using our Services you may choose to create an account with us. If you do create an account with us, you agree that you shall take all steps necessary to protect your log in details and keep them secret.

3.2 You agree that you shall not give your log in details to anyone else or allow anyone else to use your log in details or account.

3.3 In these terms, references to “log in details” or “account” include your log in details and account for any social network or platform that you may allow our Services to interact with.

3.4 We will be entitled to assume that anyone logging into your account using your log in details is either you or someone logging in with your permission. If you fail to keep your login details secret, or if you share your login details or account with someone else (whether intentionally or unintentionally), you accept full responsibility for the consequences of this (including any unauthorized purchases) and agree to fully compensate us for any losses or harm that may result.

3.5 We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your account and/or using our Services and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.

3.6 We reserve the right to delete your account if no activity is conducted by you in relation to the account for 180 or more days. In such event, you may no longer be able to access and/or use any Virtual Money and/or Virtual Goods (as defined below) associated with that account and no refund will be offered to you in relation to the same.

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

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

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

4 Virtual Goods and Virtual Money

4.1 Our Game include virtual currency such as gems (“Virtual Money”), items or services for use with our Games (“Virtual Goods”) or paid subscriptions for Virtual Money and/or Virtual Goods (“Subscriptions”). You agree that once purchased Virtual Money, Virtual Goods

and/or Subscriptions have no monetary value and can never be exchanged for real money, real goods or real services from us or anyone else. You agree that Virtual Money, Virtual Goods and/or Subscriptions are not transferrable to anyone else and you will not transfer or attempt to transfer any Virtual Money, Virtual Goods and/or Subscriptions to anyone else.

4.2 You do not own Virtual Goods, Virtual Money and/or Subscriptions but instead you purchase a limited personal revocable licence to use them - any balance of Virtual Goods and/or Virtual Money does not reflect any stored value.

4.3 You agree that all sales by us to you of Virtual Money and/or Virtual Goods are final, that we will not refund any transaction once it has been made and that an active Subscription cannot be cancelled during the Subscription period. If you live in the European Union you have certain rights to withdraw from distance purchases; however, please note that when you purchase a licence to use Virtual Goods or Virtual Money from us, you acknowledge and agree that we will begin the provision of the Virtual Goods or Virtual Money to you promptly once your purchase is complete and therefore your right of withdrawal is lost at this point.

4.4 If you do not connect your game play on a device to an account that is linked to either your social network account, we will not be able to restore any Virtual Money or other data associated with your Game play to a different device if you lose that device or it is damaged. Accordingly, on a device which is not connected in this way:

- any risk of loss of Virtual Money which you purchase from us is transferred to you upon completion of the purchase as described in paragraph 4.3 above;
- any risk of loss of Virtual Money that you receive from us without making a purchase is transferred to you at the time the Virtual Money is successfully credited to your account on our servers; and
- any risk of loss of other data associated with your Game play (including, without limitation, your progress through the Game, or the level or score you have reached in our Games) is transferred to you immediately at the time such Game play data is generated.

4.5 If you live in the European Union, we will provide you with a VAT invoice where we are required to do so by law or where requested by you. You agree that these invoices may be electronic in format.

4.6 We reserve the right to control, regulate, change or remove any Virtual Money, Virtual Goods and/or Subscriptions without any liability to you at any time, but if you have an active Subscription such changes will only take effect following the end of the then-current Subscription period, at which date your Subscription will automatically terminate.

4.7 We may revise the pricing for Virtual Goods, Virtual Money and/or Subscriptions offered through the Services at any time, but if you have an active Subscription such changes will only take effect following the end of the then-current Subscription period, at which date your Subscription will automatically terminate. We may limit the total amount of Virtual Goods or Virtual Money that may be purchased at any one time, and/or limit the total amount of Virtual Money or Virtual Goods that may be held in your account in the

aggregate. You are only allowed to obtain Virtual Money and Virtual Goods from us through the Services, and not in any other way.

4.8 Depending on your platform, any Virtual Goods, Virtual Money or Subscriptions purchased is purchased from your platform provider and such purchase will be subject to its terms of service and user agreement. Usage rights for each purchase may differ from item to item. If you are unsure about usage rights you should check with your platform before making a purchase. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

4.9 Without limiting paragraphs 3.7, 4.4 or 6.1 if we suspend or terminate your account in accordance with these terms you may lose any Virtual Money, and Virtual Goods that you may have and we will not compensate you for this loss or make any refund to you.

5 User conduct and content

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

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

5.3 You agree that you will not:

- use our Services to harm anyone or to cause offence to or harass any person;
- create more than one account per platform to access our Services;
- use another person or entity's email address in order to sign up to use our Services;
- remove or amend any proprietary notices or other ownership information from our Games or any other part of our Services;
- interfere with or disrupt our Services or servers or networks that provide our Services;
- attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms);
- sell, transfer or try to sell or transfer an account with us or any part of an account, Virtual Money and/or Virtual Goods;

- disrupt the normal flow of the Game or otherwise act in a manner that is likely to negatively affect other players' ability to compete fairly when playing our Games or engaging in real time exchanges;
- disobey any requirements or regulations of any network connected to our Services;
- use our Services in violation of any applicable law or regulation;
- use our Services to cheat or design or assist in cheating (for example, by using automated means or third party software to play), or to otherwise circumvent technological measures designed to control access to, or elements of, our Services, or to do anything else that a reasonable person is likely to believe is not within the spirit of fair play or these terms; or
- use our Services in any other way not permitted by these terms.

If you are concerned that someone else is not complying with any part of these terms, please contact us here: admin@yummyjump.com.

5.4 You are solely responsible for your interactions with other users of our Services.

6 Your breach of these terms

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

- delete, suspend and/or modify your account or parts of your account;
- otherwise suspend and/or terminate your access to our Services;
- modify and/or remove any Virtual Money or Virtual Goods that may be associated with your account;
- reset and/or modify any game progression or benefits and privileges associated with your account, such as any level or score you have reached in our Games.

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

7 Availability of the Services for residents the United States

We do not guarantee that any of our Services will be available at all times or at any given time or that we will continue to offer all or any of our Services for any particular length of time. We may change and update our Services without notice to you. We make no warranty or representation regarding the availability of our Services and reserve the right to modify or discontinue the Services in our sole discretion without notice, including for example, ceasing a Game or other Service for economic reasons due to a limited number of users continuing to make use of that Game or other Service over time, for technical reasons (such as technical difficulties experienced by us or on the internet) or to allow us to improve user experience.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ANY OR ALL OF OUR SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES.

8 Availability of the Services for residents outside the United States

Subject to the next sentence, we do not guarantee that any of our Services will be available or error-free at all times or at any given time. We will provide our Services in accordance with any legally required standards. In particular, in relation only to any Virtual Money and/or Virtual Goods or any other part of our Services which have been paid-for with real money, we warrant that they will substantially comply with the description provided by it at the point of purchase and be of satisfactory quality (in addition any related services provided through them will be provided with reasonable care and skill). We may change and update our Services in whole or in part without notice to you (provided always that any such changes do not result in material degradation in the functionality of any part of the Services which has been paid-for with real money). We make no warranty or representation regarding the availability of the Services which are provided free of charge (i.e. not paid-for with real money) and we reserve the right to modify or discontinue them in our sole discretion without notice to you, including for example, for economic reasons due to a limited number of users continuing to make use of them over time, for technical reasons (such as technical difficulties experienced by us or on the internet) or to allow us to improve user experience. We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. If such circumstances result in material degradation in the functionality of the Services then any obligation you may have to make any payment to download, use or access them will be suspended for the duration of such period. We are entitled to modify or discontinue the Services or any part of them which are paid-for with real money in our sole discretion upon reasonable notice to you.

9 For residents in the United States - Limitation of Liability

WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE GAMES OR ANY OF OUR OTHER SERVICES, INCLUDING DAMAGES TO PROPERTY, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT SHALL OUR LIABILITY EXCEED THE ACTUAL PRICE PAID BY YOU (IF ANY) FOR THE LICENSE TO USE VIRTUAL GOODS OR VIRTUAL MONEY OR ANY OTHER PART OF OUR GAMES OR SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU

SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

10 For residents outside the United States – Limitation of Liability

10.1 We accept liability for death or personal injury resulting from our negligence or that of our employees or agents, and for losses or harm caused by fraud by us or our agents, or any other liability which may not by law be excluded.

10.2 We are not responsible for:

- losses or harm not caused by our breach of these terms or negligence;
- losses or harm which are not reasonably foreseeable by you and us at the time of you agreeing to these terms and conditions including those losses which happen as a side effect of foreseeable losses. This could include loss of data, loss of opportunity, service interruption, computer or other device failure or financial loss;
- any damage that may be caused to any device on which you access or use any of our Games or other Services that is caused in any way by our Services unless that damage is directly caused by our failure to exercise reasonable skill and care in the provision of the applicable Games or other Services;
- any increase in loss or damage resulting from breach by you of any of these terms and conditions; or
- technical failures or the lack of availability of any of our Services where these are not within our reasonable control.

10.3 For any losses or harm (other than those mentioned in paragraph 10.1 and subject to paragraph 10.2) in any period of twelve months, we will only be responsible for losses or harm which are a reasonably foreseeable consequence of our negligence or breach of these terms and conditions up to the value of the amount that you have paid to us in the 100 day period ending on the date of your claim. Losses and harm are foreseeable only where they could be contemplated by you and us at the time of you agreeing to these terms and conditions.

10.4 Subject to paragraph 10.5 below and unless otherwise specified in these Terms, we do not give any warranty, express or implied, in relation to our Services and you acknowledge that your only right with respect to any problems or dissatisfaction with any of our Services is to discontinue your use of our Services.

10.5 Any additional legal rights which you may have as a consumer remain unaffected by these terms.

11 Intellectual Property

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

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

11.3 YOU ACKNOWLEDGE AND AGREE THAT, OTHER THAN LICENSE GRANTED TO YOU BY THESE TERMS, YOU SHALL HAVE NO OWNERSHIP OR PROPERTY INTEREST IN ANY OF OUR SERVICES, INCLUDING WITHOUT LIMITATION ONLINE ACCOUNTS, ANY VIRTUAL MONEY OR VIRTUAL GOODS. You must not copy, distribute, make available to the public or create any derivative work from our Services or any part of our Services unless we have first agreed to this in writing.

11.4 In particular, and without limiting the application of paragraph 11.3, you must not make use or available any cheats or technological measures designed to control access to, or elements of, our Services, including providing access to any Virtual Money and/or Virtual Goods, whether on a free of charge basis or otherwise.

12 For residents the United States-- U.S. GOVERNMENT RESTRICTED RIGHTS:

Our Services have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Brandlift Ltd., Hungary, 1036 Budapest, Lajos utca 130.

13 Privacy

13.1 The data controller for all personally identifiable information or personal data that we collect about you through or in relation to our Games or other Services is Brandlift Ltd.

13.2 Brandlift Ltd. collect, process, use and share your personal information in accordance with our Privacy Policy (<https://www.yummyjump.com/privacy.pdf>) and as set out in these terms. If you do not agree to our Privacy Policy you should not download or access our Game or otherwise access and/or use our Services.

13.3 This paragraph 13 shall not affect the provisions of paragraph 20 which shall take precedence over this paragraph 13.

14 Links

14.1 We may link to third party websites or services from our Services. You understand that we make no promises regarding any content, goods or services provided by such third parties and we do not endorse the same. We are also not responsible to you in relation to any losses or harm caused by such third parties. Any charges you incur in relation to those third parties are your responsibility. You understand that when you provide data to such third parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that data.

15 Transferring these terms

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

16 Entire agreement

16.1 These terms set out the entire agreement between you and us concerning our Services (as defined in paragraph 1) and they replace all earlier agreements and understandings between you and us.

17 Severability

17.1 If any part of these terms is held to be invalid or unenforceable under any applicable local laws or by an applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these terms shall remain valid and enforceable. If it is not possible to interpret an invalid or unenforceable part of these terms in a manner consistent with applicable law, then that part shall be deemed deleted from these terms without affecting the remaining provisions of these terms.

18 Waivers of our rights

18.1 Our failure to exercise or enforce any of our rights under these terms does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.

19 For residents in the United States-- BINDING ARBITRATION AND CLASS ACTION WAIVER:

19.1 These BINDING ARBITRATION AND CLASS ACTION WAIVER provisions apply to you if you are domiciled in and/or access, download and use our Services in the United States. These provisions may also apply to you if you are domiciled in and/or download or use our Services from outside the United States. See JURISDICTION AND APPLICABLE LAW below for details.

19.2 Location: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in Los Angeles County, California, and you and we agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

19.3 Class Action Waiver: The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PRIVACY POLICY ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

19.4 Exception - Litigation of Intellectual Property and Small Claims Court claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Services under these terms. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

19.5 30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the "Binding Arbitration," "Location," and "Class Action Waiver" paragraphs above by sending written notice of your decision to opt-out to the following address: Brandlift Ltd. Hungary, 1036 Lajos utca 130.. The notice must be sent within 30 days of the earlier of your first download of the applicable

Game or commencing use of our Services (or if no purchase was made, then within 30 days of the earliest of the date on which you first download the applicable Game or access or commence use the applicable Service); otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

20 Questions about these terms

20.1 If you have any questions about these terms or our Services you may contact us by email at admin@yummyjump.com.

These terms were updated on November 14th, 2018.