

1 About these terms

1.1 These terms apply to your download, access and/or use of Supernova games, whether on your computer, on a mobile device, on our website <https://gamesupernova.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 such as (we refer to all our Games and other services collectively as the "Services" in these terms). 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 Supernova Game Inc, an US company with registered office address at 373 Monaco Ave, Union City, CA 94587, USA. The parties intend that the terms of this agreement inure to the benefit of Supernova's sister, parent, subsidiary or affiliated companies.

1.4 FOR RESIDENTS IN THE USA: IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW IN PARAGRAPH 21.

1.5 In these terms references to "Supernova", "we", "us" and "our" are references to Supernova Games Inc.

1.6 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), on any website or platform where you can play our Games such as www.facebook.com, and on our website at www.gamesupernova.com (the "Website"). You agree that by accessing and/or using our Services, you are agreeing to these terms and our Privacy Policy (see paragraph 13 below).

1.7 For use of our Services (excluding our video chat feature), you agree that you are at least 13 years old and that if you are between 13 years and 18 years old, your legal guardian has reviewed and agrees to these terms and is happy for you to access and/or use our Services. For use of our video chat feature (see paragraph 6.4 below), you agree that you are at least 18 years old.

1.8 You can access the latest version of these terms at any time at <https://gamesupernova.com/terms-of-use>. We can make changes to these terms at any time in accordance with paragraph 17 below and, except in relation to any amendment to paragraph 21 (Binding Arbitration and Class Action waiver) below, your continued use of our Services after the terms have been updated shall confirm your acceptance of the updated terms.

2 About accessing and using our Services

2.1 The specific game rules, scoring rules, controls and guidelines for each Game can be found within the Game itself. Such rules, scoring rules, controls and guidelines form part of these terms and you agree that you shall comply with them in respect of each individual Game which you choose to access and/or play.

2.2 You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using our Services. 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 Services.

2.3 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, and in some instances you will be required 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 an 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 Games 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 Games may include virtual currencies such as coins and gems ("Virtual Money"), items or services for use with our Games ("Virtual Goods") or paid subscriptions for Virtual Money and/or Virtual Goods ("Subscriptions"). To benefit from or use the Virtual Money and/or Virtual Goods in our Games you may first have to reach a certain level or progress to a certain point. 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. Prices for all Virtual Money, Virtual Goods and Subscriptions exclude all applicable taxes and telecommunication charges, unless otherwise indicated. To the extent required by law, you agree to pay any such applicable taxes and telecommunication charges in line with applicable law. 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. For the purposes of this paragraph 4.3, a "purchase" is complete at the time our servers validate your purchase and the applicable Virtual Goods and/or Virtual Money are successfully credited to your account on our servers.

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 or a Supernova 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 The data associated with Virtual Goods, whether purchased by you using Virtual Money or otherwise credited or awarded to you, is stored locally on your device and so is not synced between different devices even if you have connected your game play on a device to an account that is linked to either your social network account or Supernova account. Accordingly, any risk of loss of this data is transferred to you (i) in the case of Virtual Goods which you purchase from us, upon completion of the purchase as described in paragraph 4.3 above; and/or (ii) in other cases, (including Subscriptions) at the time the Virtual Goods are credited or awarded to you.

4.6 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.

4.7 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.

4.8 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 or our authorized partners through the Services, and not in any other way.

4.9 Depending on your platform, any Virtual Goods, Virtual Money or Subscriptions purchased may be subject to your platform provider's 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 or our customer support team before making a purchase. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

4.10 Without limiting paragraphs 3.7, 4.4 or 7.1 if we suspend or terminate your account in accordance with these terms you may lose any Virtual Money, and Virtual Goods and/or active Subscriptions (see paragraph 4.12) that you may have and we will not compensate you for this loss or make any refund to you. If you have an active Subscription at the date of termination it will not auto-renew at the end of the then-current Subscription period.

4.11 The charge for any individual item you can purchase via our Website shall be as stated on our Website at the time you place the order, except in the case of obvious error. The charge is inclusive of all sales taxes and other charges. Depending on which bank you use, additional charges may be issued by your bank; we have no control over this and accept no liability in relation to the same. If you are unsure whether you will be subject to such additional charges then you should check with your bank before making a purchase via our Website. We accept payment via our payment processing partners by credit card, debit card, carrier billing and Paypal only. Our payment processing partners may have their own terms and conditions and you should ensure you are in agreement with these prior to making any payment. If your transaction with our payment processing partners is not successful then your purchase will not be fulfilled. Upon the completion of a successful payment transaction then your purchase will be fulfilled to you as soon as possible - we will endeavour to fulfil your order immediately at the point of purchase.

Subscriptions

4.12 Payment for a Subscription will be charged to your account at the point of purchase and for renewals will be taken within the 24 hours prior to the expiry of the then-current Subscription period. Your Subscription will automatically renew on a monthly-basis unless you turn off auto-renew via your platform settings at least 24 hours before the end of the then-current Subscription period. Your Subscription is linked to your platform account and cannot be transferred between platform accounts. You agree that sales by us to you of Subscriptions are final and that cancellation is not permitted during an active Subscription period.

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 Information, data, software, sound, photographs, graphics, video, messages, tags, or other materials may be sent, uploaded, communicated, transmitted or otherwise made available via our Services by you or another user ("Content"). You understand and agree that all Content that you may be sent when using our Services, whether publicly posted or privately sent, is the sole responsibility of the person that sent the Content. This means that you, not us, are entirely responsible for all Content that you may upload, communicate, transmit or otherwise make available via our Services.

5.4 You agree not to upload, communicate, transmit or otherwise make available any Content or otherwise use the Services in any way:

- that is or could reasonably be viewed as unlawful, harmful, harassing, defamatory, libellous, obscene or otherwise objectionable;
- that is or could reasonably be viewed as invasive of another's privacy or violate any privacy rights;
- that is likely to, or could reasonably be viewed as likely to incite violence or racial or ethnic hatred;
- which you do not have a right to make available lawfully (such as inside information, information which belongs to someone else or confidential information);
- which infringes any intellectual property right or other proprietary right of others;
- which consists of any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation; or
- which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

5.5 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;
- use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services);

- disguise, anonymise or hide your IP address or the source of any Content that you may upload;
- use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
- 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 a 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: support@gamesupernova.com

5.6 We do not control Content posted on our Services by other people and therefore we do not guarantee the accuracy, integrity or quality of that Content. You understand that when using our Services, you may be exposed to Content that you may consider offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any losses or harm of any kind resulting from the use of any Content posted, emailed, transmitted or otherwise made available via our Services.

5.7 We have the right to remove uploaded Content from our Services if we decide in our sole discretion that it results in or from a breach of any part of these terms, or that it may bring us or our

Services into disrepute. However, you acknowledge that we do not actively monitor Content that is contributed by people that use our Services and we make no undertaking to do so.

5.8 You are solely responsible for your interactions with other users of our Services. You agree that you shall not hold Supernova liable for any loss or damage arising from the Content (yours or another user's) including without limitation in respect of any defamation, harassment, or false endorsement claims.

6 Playing our Games with other users

6.1 Some of our Games allow you to play against an opponent or to play socially with other users. You may be able to:

6.1.1 choose to play against another user or to play socially with another user whom Supernova selects for you, or

6.1.2 play against, or play socially with, one of your contacts on a platform or social network which you have allowed our Games to interact with. Some of our Games may also allow you to search for your friends (for example, by email address) in order to find them to play against or play socially with. We may also display the display names of your past opponents so that you can easily find them to play again.

6.2 Where Supernova selects another user or opponent for you, or groups you with other users for a game mode, we may either select at random or use such criteria as we see fit in order to make these selections (for example, your past scores, your country, or the level you have reached in the Game or your other gameplay activity).

6.3 By accessing and/or playing our Games you agree that your display name, scores, avatar, country location, online/offline status and other related details may be displayed in any and all media (whether it exists now or in the future), for any purpose, in perpetuity, without any payment to you, including (without limitation) to other users in our games or within our marketing. You also understand and agree that other users may find you by searching for you with your email address. Please note that we will only show your display name publicly, and not your email address; another user must already know your email address themselves in order to search for you.

Chat and Video Chat

6.4 Some of our Games include functionality that may allow you to participate in text and/or video chat with other users. You may be able to:

6.4.1 participate in text chat with other players, send messages to Supernova customer services or publicly on our forums;

6.4.2 participate in video chat with your contacts on a platform or social network which you have allowed our Games to interact with; and

6.4.3 invite your personal contacts to join a video chat with you using functionality in the Games (which may, for example, use third party messaging functionality available on your mobile device such as SMS, WhatsApp, email or other communication Apps). You must only invite people that have consented to receive such an invitation from you and who do not consider such messages unwanted or unsolicited.

7 Your breach of these terms

7.1 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.

Without limitation, any breaches of paragraphs 4.1, 4.8, 5.4 or 5.5 are likely to be considered material breaches.

7.2 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.

8 Availability of the Services

8(A) For residents in 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(B) 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.

11.5 By submitting Content (as defined in paragraph 5.3) via our Services you:

- are representing that you are fully entitled to do so;
- grant us and our group companies the right to edit, adapt, publish and use your entry and any derivative works we may create from it, in any and all media (whether it exists now or in the future), for any purpose, in perpetuity, without any payment to you;
- acknowledge that you may have what are known as “moral rights” in the Content, for example the right to be named as the creator of your entry and the right not to have work subjected to derogatory treatment. You agree to waive any such moral rights you may have in the Content; and
- agree that we have no obligation to monitor or protect your rights in any Content that you may submit to us, but you do give us the right to enforce your rights in that Content if we want to, including but not limited to taking legal action (at our cost) on your behalf.

11.6 You must not copy, distribute, make available to the public or create any derivative work from any Content belonging to any other user of our Services. If you believe that your intellectual property rights have been infringed by someone else over the internet, you may contact us by emailing the following information to support@gamesupernova.com :

- a description of the intellectual property rights and an explanation as to how they have been infringed;
- a description of where the infringing material is located;
- your address, phone number and email address;

- a statement by you, made under penalty of perjury, that (i) you have a good-faith belief that the disputed use of material in which you own intellectual property rights is not authorised, and (ii) the information that you are providing is accurate, correct, and that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- a physical or electronic signature of the person authorised to act on behalf of the owner of the exclusive right that has allegedly been infringed.

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

12.1 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 (b)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (b)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Supernova Games Inc, 373 Monaco ave, Union City, CA 94587, USA.

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 Supernova Games Inc.

13.2 Supernova Games Inc collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these terms. If you do not agree to our Privacy Policy you should not download or access our Games or otherwise access and/or use our Services.

13.3 This paragraph 13 shall not affect the provisions of paragraphs 20 and 21 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 Changes to these terms

17.1 You can find these terms at any time by visiting <https://gamesupernova.com/terms-of-use>.

17.2 Without affecting paragraph 21.8 below, we reserve the right to update these terms from time to time by posting the updated version at that address. We may do so for a number of reasons including without limitation because we change the nature of our products or services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and/or using our Services.

18 Severability

18.1 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.

19 Waivers of our rights

19.1 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.

20 Complaints and dispute resolution

20.1 Most concerns can be solved quickly by contacting us at support@gamesupernova.com.

20.2 In the unlikely event that we cannot solve your concern and you wish to bring legal action against us these terms shall be governed by and construed in accordance with the laws of the United States.

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

21.1 The BINDING ARBITRATION AND CLASS ACTION WAIVER provisions in this paragraph 21 apply to all Disputes between you and Supernova and/or Supernova's parents, subsidiaries and Affiliates relating to the Games and Services. Paragraph 21 also applies to any Dispute between you and any Supernova Affiliates, each of which is an intended third-party beneficiary of paragraph 21. For the purposes of paragraph 21, "Affiliate" shall mean any entity controlling, controlled by or under common control with Supernova, where 'control' means the direct or indirect ownership of more than fifty percent (50%) of such entity's capital or equivalent voting rights and "Dispute" shall include any dispute, claim, controversy or action between you and Supernova (or any Supernova Affiliates) arising out of or relating to this agreement, the Services, or any other transaction involving you and Supernova, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis.

21.2 Initial Dispute Resolution: If you have any concerns or queries regarding our Services, our customer support team can be reached through our Supernova Community portal (support@gamesupernova.com). Most concerns are quickly resolved in this manner to our customers' satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

21.3 Binding Arbitration: If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to the paragraph 21.2, then You and Supernova agree that all Disputes shall be resolved by binding arbitration according to this agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. Under this agreement, binding arbitration shall be administered by JAMS, a nationally recognized arbitration authority, under its procedures then in effect for consumer related disputes, but excluding any rules that permit joinder or class actions in arbitration (for more detail on procedure, see paragraph 21.5 below). You and Supernova understand and agree that (a) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this paragraph 21, (b) this agreement memorialises a transaction in interstate commerce, and (c) this paragraph 21 shall survive termination of this agreement.

21.4 Arbitration Procedure: If you or Supernova commences arbitration, the arbitration shall be governed by the rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class or representative basis (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement and must follow applicable law. The arbitrator, and not any federal, state or

local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is excluded from arbitration under paragraph 21.6. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. In some instances, the costs of arbitration can exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in Los Angeles, California, at your option. Instructions for initiating an arbitration are available at the JAMS website and toll-free number referenced above.

21.5 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, 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.

21.6 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.

21.7 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: Supernova Games Inc. 373 Monaco ave, Union City, CA 94587, USA , Attn: Supernova Legal. 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.

21.8 Changes to this paragraph: We will provide 60-days' notice of any changes to this paragraph. Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

22 JURISDICTION AND APPLICABLE LAW

Our Games and other Services are made available subject to these terms. This paragraph explains which laws apply to these terms.

22.1 Except for paragraph 21, the laws of the United States shall govern the interpretation of these terms and apply to claims for breach of it, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and claims in negligence and tort, will be subject to the laws of the country in which you are resident. If there is a dispute between us regarding these Terms of Use, then that dispute will be subject to the jurisdiction of the courts of the US unless the law in your country of residence allows you to choose the courts of that country for the dispute in question.

22.2 For residents in the United States: You and we irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Los Angeles County, California to resolve any claims that are subject to exceptions to the arbitration agreement described in paragraph 21 above, or otherwise determined not to be arbitrable.

22.3 If you are resident outside the United States and you are entitled to commence and/or participate in legal proceedings within the United States, then you agree that you will be bound by the BINDING ARBITRATION AND CLASS ACTION WAIVER provisions above.

22.4 You understand and agree that our Website, Games and other Services may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you (1) are not subject to U.S. sanctions or export restrictions and otherwise are eligible to utilize our Website, Games and other Services under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive U.S. sanctions/embargo, unless your use of our Website, Games and other Services in such country or region is authorized by U.S. law; (3) are not an official, employee, agent, or contractor of, or

directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. sanctions/embargo; and (4) will not use our Website, Games and other Services in connection with an end-use prohibited by U.S. law.

23 Questions about these terms

23.1 If you have any questions about these terms or our Services you may contact us by email at support@gamesupernova.com .

These terms were last updated on 06.25.2021.

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