

Mobile Application End User License Agreement

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BY DOWNLOADING THE APPLICATION YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THE TERMS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

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modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;

reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Application;

use the Application in order to design or assist in the design of cheats, automation

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without Company's express written consent, modify or cause to be modified any files that are a part of the Application;

rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is accessible by more than one device at any time; or

remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

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Virtual Goods and Virtual Money. The application may include virtual currencies such as coins, gold, crystals and others ("**Virtual Money**") or items or services for use within the Application ("**Virtual Goods**"). The Virtual Goods and Virtual Money can only be used in the Application.

You can purchase Virtual Money and Virtual Goods using the in-application (in-app) purchase mechanism provided by the store from which you downloaded the application, for example, Apple App Store, Google Play, Amazon Appstore, or Windows Store (the "**Store**"). The Store will bill your account for the corresponding amount. The Company shall have no liability for errors caused by the Store's actions or omissions, including, but not limited to, glitches in the Store's billing system or temporary unavailability of the Application or in-app purchases due to the Store's maintenance, software updates, attacks by third parties, downtime or other circumstances outside of the Company's control.

The Company may, at its discretion, display an "offer wall" hosted by an offer wall provider (the "**Offer Wall Provider**") within Company's Applications. The offer wall allows you to "earn" Virtual Money or Virtual Goods for completing a required action, such as interacting with an advertisement or for completing a marketing offer. These are not offers made by the Company, and, by using the offer wall, you agree with the terms and conditions and privacy policy of the Offer Wall Provider. The Company shall have no

liability for errors caused by Offer Wall Provider’s actions or omissions, including, but not limited to, glitches of the offer wall resulting in you completing the required action and not receiving the promised reward. When you encounter any offer wall errors, you should contact the Offer Wall Provider customer support directly.

You agree that Virtual Money and Virtual Goods can never be exchanged for real money, real goods or real services from the Company or anyone else. The Company also reserves the right to distribute Virtual Money and Virtual Goods without charge in its own discretion, for example by providing users with a certain amount of Virtual Money or certain Virtual Goods as a promotion or benefit of membership.

You do not own Virtual Goods or Virtual Money, whether you “earn” or “purchase” them, but instead you obtain a limited, personal, revocable, non-transferable license to use them – any balance of Virtual Goods or Virtual Money does not reflect any value outside the Application and is not redeemable from the Company or any other person or entity.

YOU AGREE THAT ALL SALES BY THE COMPANY TO YOU OF VIRTUAL MONEY AND VIRTUAL GOODS ARE FINAL AND THAT THE COMPANY WILL NOT REFUND ANY TRANSACTION ONCE IT HAS BEEN MADE. If you make an in-app purchase, but the items do not appear in the Application, please contact Company’s customer support at the corresponding e-mail address provided below:

Fairy Farm	General	support@fairyfarmgame.com
	Apple App Store	ios-support@fairyfarmgame.com
	Google Play	android-support@fairyfarmgame.com
	Amazon Appstore	amazon-support@fairyfarmgame.com
	Windows Store	support.windows@fairyfarmgame.com
	Facebook	support.fb@fairyfarmgame.com

Fairy Kingdom	General	support@fairykingdomgame.com
	Apple App Store	support.ios@fairykingdomgame.com
	Google Play	support.googleplay@fairykingdomgame.com
	Amazon Appstore	support.amazon@fairykingdomgame.com
	Windows Store	support.windows@fairykingdomgame.com
	Facebook	support.fb@fairykingdomgame.com
Farmdale	General	support@farmdalegame.com
	Google Play	android.support@farmdalegame.com
	Apple App Store	ios.support@farmdalegame.com
	Amazon Appstore	support.amazon@farmdalegame.com
	Facebook	support.fb@farmdalegame.com

Legends of Moonvale	General	support@moonvalegame.com
	Apple App Store	
	Google Play	support.ios@moonvalegame.com
	Amazon Appstore	support.android@moonvalegame.com
	Windows Store	support.windows@moonvalegame.com
	Facebook	support.fb@moonvalegame.com
Island Village	General	support@islandvillagegame.com
	Apple App Store	support.ios@islandvillagegame.com
	Google Play	support.android@islandvillagegame.com
	Amazon Appstore	support.amazon@islandvillagegame.com
	Windows Store	support.winstore@islandvillagegame.com
	Facebook	support.fb@islandvillagegame.com

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You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

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Term and Termination.

The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 8.

You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device(s).

Company may terminate this Agreement at any time without notice to you if it ceases to support the Application, which Company may do in its sole discretion.

This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. If your license is revoked, the Company will have no liability to you for any Virtual Money or Virtual Goods or any time spent by you. You understand that value cannot and shall not be attributed to the time that you may spend accumulating Virtual Money and Virtual Goods and that you will not be compensated therefor under any circumstances regardless of whether you are barred access to them.

Upon termination:

all rights granted to you under this Agreement will also terminate, including the license to use Virtual Money and Virtual Goods; and

you must cease all use of the Application and delete all copies of the Application from your Mobile Device(s) and account.

Termination will not limit any of Company's rights or remedies at law or in equity.

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Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

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DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO THE COMPANY IN THE PRECEDING TWELVE MONTHS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

U.S. Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

Severability. If any provision of this Agreement is deemed illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the intended effect of the original term and all other provisions of this

Agreement will continue in full force and effect.

Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator is final and may be entered in any court having jurisdiction thereof.

Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

Modifications. The Company retains the right to modify the terms of this Agreement at its discretion. Your continued use of the Application constitutes acceptance of the modified terms.

Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

19. Contact Us. If you have questions about this Agreement or about our Applications, please contact us at support@game-garden.com.

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