

END USER LICENSE AGREEMENT

ISSUED BY AY KYU KLASH, OOO (“IQ Clash”, or “we” or “us”).

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This end user licence agreement (“EULA”) applies to and governs all use of IQ Clash products (each a “Game” and together the “Games”).

Please read the following carefully before using, downloading, purchasing or installing any of the Games. By doing any of the foregoing, you are agreeing to be bound by and become a party to this EULA. If you do not agree with the terms of this EULA, you may not use, download or install any of the Games.

Ay Kyu Klash, OOO is a company registered in Republic of Belarus with our registered office at Republic of Belarus, Minsk, 220073, Olshevskogo str., 20, office 38B. If you have any queries concerning this EULA you may contact us at support@iqclash.com

The Games include the software and materials that are made available by IQ Clash in order for you to download, install or use the Games.

1. LIMITED USE LICENSE.

1.1 IQ Clash hereby grants a limited, non-exclusive right and license to you for you to download, install and use the Games for your personal, non-commercial use only on compatible devices that are owned by you, subject to the terms of this EULA. This EULA and your use of the Games do not give you any rights of ownership in any property whether tangible or intangible (including without limitation in any Virtual Item).

1.2 The Games comprise of copyright works of IQ Clash and/or its licensors. The Games are licensed, not sold. The licence granted to you by Clause 1.1 confers no title or ownership in the Games. The Games are solely for personal, non-commercial use by end users according to the terms of this EULA. Any use, reproduction or redistribution of the Games not in accordance with the terms of this EULA is expressly prohibited.

2. END USER OBLIGATIONS.

2.1 You may use the Games for your own personal, non-commercial use as described in this EULA but you are not entitled to and must not do any of the following except to the extent expressly permitted by this EULA:

2.1.1 sell, copy, reproduce, translate, communicate, reverse engineer, publish, stream, distribute, rent, loan, sub-license, derive source code from, modify, adapt, merge, disassemble, decompile, create derivative works based on or otherwise transfer or deal in copies or reproductions of the Games or any part or interest in it to other parties in any way except where a Game expressly permits you to do so through sharing content in that Game on social media;

2.1.2 engage in any act that IQ Clash deems to be in conflict with the spirit or intent of the Games, including without limitation using cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the Games, or

2.1.3 use the Games for any illegal or immoral purposes.

3. OWNERSHIP.

3.1 All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world ("**Intellectual Property Rights**"), in or connected with the Games and each part thereof (including by way of example only any titles, code, themes, objects, concepts, artworks, animations, audio-visual effects and methods of operation) and any copies, translations, modifications, adaptations and any other derivative based on the Games are owned by, belong to and vest in IQ Clash and its licensors.

3.2 The Games may contain certain licensed materials licensed by third parties to IQ Clash. All trade marks and other rights are the property of their respective owners.

3.3 The Games may include intellectual property, or references, relating to third parties such as (without limitation) real-world events, people, organisations, teams, clubs, places, stadia, venues, companies and competitions or other real-world references. Except where we may have licensed rights from the relevant party, we do not represent that we have a connection with or any arrangement with such rights owners. We may in some instances make limited use of unlicensed third party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and/or as permitted by applicable law.

4. TERMINATION.

4.1 This EULA and the licences granted by it are effective until terminated.

4.2 We may temporarily discontinue the Game, at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

4.3 You may terminate this EULA at any time and for any reason by deleting and removing the Games from your device.

4.4 IQ Clash may terminate this EULA if you fail to abide by any of the terms and conditions of this EULA at any time and for any reason or we reasonably suspect that you have failed to abide by any of the terms and conditions of this EULA. IQ Clash may take any action it deems reasonable in its sole discretion against users who do not comply with the terms of this EULA, which may include banning users from any of the Games. IQ Clash reserves the right to determine what conduct it considers to be in violation of, or otherwise outside the intent or spirit of, this EULA and/or the Games. However, if what you have done can be put right we will give you a reasonable opportunity to do so.

4.5 Without prejudice to the other provisions in this EULA, we may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you and the following would apply:

4.5.1 if your use of relevant Game was provided to you free of charge, you will not be entitled to any compensation or any refund; and

4.5.2 if you paid for a Game therein, you will not be entitled to a refund where you have substantially had the enjoyment of what you had paid for (by way of example only, where you have had access to enjoy the in-game, paid-for Virtual Items for over six (6) months). Where you have not had a reasonable period of opportunity to enjoy the paid-for Game or paid-for Virtual Items, we may offer you a partial or full refund.

4.6 Following termination of this EULA in the case of a Game for any cause, you will no longer be permitted to use the Game (nor use the Virtual Items in connection therewith) and you will be required to delete the Game from your device. Please be aware that, where applicable, any rankings, scores, saved games, message history, progression history or other information or data relating to your Game user account (where applicable for each Game) may thereafter be deleted and/or become inaccessible.

5. WARRANTY AND LIMITATION OF LIABILITY.

5.1 IQ CLASH WARRANTS THAT IT HAS USED AND WILL USE REASONABLE EFFORTS TO ENSURE THAT:

5.1.1 IT IS ENTITLED TO GRANT THE RIGHTS AND LICENCES GRANTED HEREUNDER; AND

5.1.2 THE GAMES (INCLUDING WITHOUT LIMITATION ANY VIRTUAL ITEMS THEREIN) WILL BE OF SATISFACTORY QUALITY.

5.2 EXCEPT AS SPECIFICALLY PROVIDED IN THIS EULA AND TO THE MAXIMUM EXTENT PERMITTED BY LAW:

5.2.1 THE GAMES (INCLUDING WITHOUT LIMITATION VIRTUAL ITEMS THEREIN), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR GUARANTEE OF ANY KIND (EXPRESS OR IMPLIED) OTHER THAN THOSE SET OUT IN THIS EULA;

5.2.2 IQ CLASH ONLY ACCEPTS LIABILITY FOR DIRECT LOSS AS A RESULT OF ITS BREACH OF ITS WARRANTIES IN CLAUSE 5.1 ABOVE UNLESS OTHERWISE SET OUT IN THIS EULA;

5.2.3 IQ CLASH AND ITS LICENSORS' MAXIMUM LIABILITY WILL BE LIMITED TO €100;

5.2.4 IQ CLASH AND ITS LICENSORS WILL NOT IN ANY EVENT BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE (SAVE TO THE EXTENT THAT DAMAGE TO YOUR DEVICE OR OTHER DIGITAL CONTENT WHICH YOU OWN IS CAUSED BY THE GAMES AS A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN WHICH CASE YOU MAY BE ENTITLED TO COMPENSATION OR WE MAY BE OBLIGED TO REPAIR YOUR DEVICE);

5.2.5 IQ CLASH DOES NOT GUARANTEE THAT THE OPERATION OF THE GAMES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS CAN OR WILL BE CORRECTED, OR THAT THE GAMES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND

5.2.6 YOUR INSTALLATION AND USE OF THE GAMES AND VIRTUAL ITEMS IS AT YOUR OWN RISK.

5.3 THIS EULA SHALL NOT LIMIT ANY RIGHTS YOU MIGHT HAVE AS A CONSUMER THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW NOR SHALL IT EXCLUDE OR LIMIT ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR DEATH OR PERSONAL INJURY CAUSED BY IQ CLASH'S NEGLIGENCE.

6. GAMES.

Age Restrictions.

6.1 IQ Clash does not target the Games to users under 13 years of age. To use the Games you must be over the age of 13 years or have your parent's or guardian's explicit consent to do so on these terms. By using the Game you therefore confirm that you are over 13 years of age and, where you are between the ages of 13 and 16, you confirm that you have your parent's or guardian's consent and that your parent or guardian has read and agreed to these terms.

User Rules.

6.2 You further agree that you will not in any way conduct yourself in a manner which is illegal or which gives rise to civil or criminal liability or which might call into disrepute IQ Clash or the Games.

6.3 Where a Game allows you to share pre-determined messages with other users, IQ Clash shall be entitled to remove, restrict, suspend or alter that ability for any reason in its sole and absolute discretion.

6.4 You will cooperate fully with IQ Clash to investigate any suspected illegal, fraudulent or improper activity.

6.5 If you feel that the behaviour of another user breaches this EULA then please let IQ Clash know by sending an email to support@iqclash.com with details of the potential breach and/or the user responsible. IQ Clash will take reasonable steps to deal with any breach.

7. VIRTUAL ITEMS.

7.1 As part of and to enhance your use and enjoyment of the Games you may be able to obtain additional features and digital content that form part of the experience of the Games (“**Virtual Items**”).

7.2 Virtual Items may include (without limitation) any additional features contained in the Games such as power ups which can be purchased or obtained free of charge as part of and as a result of your playing the Games.

7.2.4 Any other additional features contained in the Games such as power ups which can be obtained free of charge as part of and as a result of your playing the Games.

7.3 Virtual Items are gameplay features of the Games, they have no cash or real world value, they are not redeemable or exchangeable for anything with a real world value and they can be used as part of the Games only, in accordance with this EULA.

7.4 Purchases of Virtual Items are subject to this EULA and the terms of any third party app store through which your purchase is made. Purchases are made via third party app stores, such as Apple or Google, and not via IQ Clash. To the extent that this EULA conflicts with such agreement between you and the relevant third party in respect of any purchase of Virtual Items, the terms of your agreement with the third party app store shall prevail.

7.5 To cancel a purchase of any Virtual Items you should contact the platform through which you made that purchase. If you cannot use Virtual Items due to an error or fault, you may still be charged. If this happens, please contact IQ Clash as set out below and we will endeavour to rectify the issue and if we are unable to do so you may be entitled to a refund via the platform through which you made that purchase (i.e. Google or Apple).

7.6 Virtual Items that may be purchased (either through Google or Apple) are advertised for sale in the Game so that you may offer to purchase them for the price stated in the manner described below.

7.7 It is a condition and fundamental term of this EULA and your use of the Games that you may not and must not buy, sell, barter, swap, exchange, trade, lend, rent or otherwise deal in any way with any aspect of the Games (including any third party account you use in relation to the Games) or any Virtual Item outside of the Games or in any way other than as expressly provided above, namely that certain Virtual Items may only be exchanged for certain other designated Virtual Items in and as part of the Games only.

7.8 Subject to Clause 4, IQ Clash may manage, vary, regulate, control, modify or eliminate Virtual Items in its sole discretion, with or without notice (including not supplying Virtual Items if it is reasonable to do so). To the maximum extent permitted by applicable law, IQ Clash shall have no liability to you or any third party in the event that IQ Clash exercises such rights.

7.9 When you submit, or anyone using your device submits, a request to purchase Virtual Items you are offering to purchase them for the price stated and our acceptance of that offer shall only occur once we make the Virtual Items available to you, prior to which your order may be declined for any reason.

7.10 Please notify IQ Clash immediately if you dispute a transaction involving Virtual Items or believe that any transaction is unauthorised.

7.11 Your statutory rights which cannot be limited or excluded are unaffected by this Clause 7.

8. CONSUMER RIGHTS AND ALTERNATIVE DISPUTE RESOLUTION.

8.1 This EULA shall not limit any rights you might have as a consumer that may not be excluded or limited under applicable law.

8.2 One of the Parties notifies the other in writing of any claims or disputes arising from your use of the Games, or this EULA, after such claim or dispute arose. Both of us attempt to resolve the dispute informally.

8.3 To the maximum extent permitted by law, you and we agree that everyone can initiate any dispute against another only on an individual basis. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. In addition, if it is legally permissible, unless you and we have agreed otherwise, no court can combine any other person's claim with your dispute and cannot otherwise preside over any form of representative or collective action procedures.

8.4 For the avoidance of doubt, if any court of competent jurisdiction determines that this court or the refusal to act as a representative is invalid or unenforceable, the remainder of this dispute clause must remain valid and enforceable.

9. APPLE DEVELOPER TERMS AND THIRD PARTY STORES.

9.1 You acknowledge that you have agreed to the relevant application store's terms of use.

9.2 The following terms of this clause are the terms which IQ Clash is required by Apple to notify you of and obtain your agreement in respect of using the iOS version of the Games (for example, Apple iPad, iPhone and iPod etc.).

9.3 You and IQ Clash acknowledge that this EULA is concluded between you and IQ Clash only, and not with Apple Inc., nor any subsidiary or affiliate company of Apple Inc., ("Apple"). You also acknowledge that IQ Clash is solely responsible for the Games and the content thereof.

9.4 Subject to your compliance with all conditions of this EULA IQ Clash grants you a non-exclusive, personal, revocable, non-transferable license to use the Games on an iOS Product which you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service.

9.5 IQ Clash is solely responsible for providing support and maintenance for the Games. You and IQ Clash acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Games.

9.6 You acknowledge that IQ Clash, and not Apple, is responsible for addressing any claims you may have relating to the Games or your possession and/or use of the Games, including but not limited to:

9.6.1 product liability claims;

9.6.2 any claim that the Games fail to conform to any applicable legal or regulatory requirement; and

9.6.3 claims arising under consumer protection or similar legislation.

9.7 You acknowledge that in the event of a third party claim that the Games or your possession and use of the Games infringes that third party's intellectual property rights, then IQ Clash shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property right infringement claim, and not Apple.

9.8 You confirm that:

9.8.1 you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and

9.8.2 you are not listed on any US Government list of prohibited or restricted parties.

9.9 You acknowledge and agree that Apple are third party beneficiaries of this EULA, and that when you accept the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.

9.10 IQ Clash uses third party software and services provided in the Games (explained above). Use of the Games is therefore subject also to your acceptance and compliance of these third party terms and you agree to comply with the applicable third party terms and conditions when using the Games. More information about this can be found in our Privacy Policy.

10. ADVERTS.

10.1 We are responsible for the placing of advertisements in our Games, but we do not control or review the specific content of those advertisements. We do, however, have control over the general types of advertisements that are placed in the Games at a high-level to take all reasonable efforts so that the Games do not contain any inappropriate advertisements.

10.2 Please report any advert that you find offensive or inappropriate to support@iqclash.com.

10.3 If you click on any advertisement please be aware that you will be dealing with external companies responsible for that advert and you may be redirected to their services or website. IQ Clash does not control the actions of these companies or the content of their websites or services.

11. INDEMNITY AND REMEDIES.

11.1 You hereby indemnify (agree to compensate), defend and hold harmless IQ Clash and IQ Clash's affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all any liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this EULA or claims arising directly or indirectly from your use or misuse of the the Games (which includes Virtual Items), and any negligent or improper use of your device, password and username; and / or any use otherwise than in accordance with the terms of this EULA. You shall fully cooperate with IQ Clash in the defence of any such claim and IQ Clash reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

11.2 You further agree that the subject matter of this EULA is of a unique character with special value and that IQ Clash would be irreparably damaged if the terms of this EULA were not specifically enforced, and therefore you agree that IQ Clash shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of this EULA, in addition to such other remedies as IQ Clash may otherwise have available to it under applicable laws.

11.3 IQ Clash's licensors shall be third-party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

12. Cooling-Off Right

Where you purchase Virtual Items from an application store (e.g. Apple or Google) and you require a refund, that third party store may allow you to get a refund in some circumstances. You should contact the third party through which you made a purchase, where applicable, in the event that you desire a refund. If you make a digital content purchase from IQ Clash directly, you are entitled to cancel the purchase within 14 days and to receive a full refund (your "**Cooling-Off Right**"). However, where you agree that we may begin to supply you with the digital content before the end of that period, then you will no longer be entitled to change your mind about the purchase and obtain a refund. If you have made a purchase from IQ Clash, have not begun using the content

and wish to exercise your Cooling-Off Right you can contact us by email or post using the following form:

To: Ay Kyu Klash,

Olshevskogo str., 20, office 38B 220073 Minsk Republic of Belarus

I hereby give notice that I withdraw from my contract for the following purchase: [INSERT ORDER ID, ITEM], for game [INSERT GAME NAME], ordered on [INSERT DATE].

From: [YOUR NAME]

[YOUR ADDRESS]

[YOUR EMAIL / TELEPHONE (optional)]

Date: [DATE]

13. DEVICE AND INTERNET REQUIREMENTS

Please note that the Games in some features must rely on internet connectivity and the availability of our Games (as explained further below) for their proper functionality. You are responsible for ensuring that you have an internet connection and that the device you use has sufficient system capabilities and memory in order to play and store the Games. Further information about system requirements for each Game is available on the Game's relevant application store pages.

14. DATA PROTECTION

Please be aware that any personal data you supply to us when using the Games will be used by us in accordance with our Privacy Policy. Please read our Privacy Policy carefully, as made available here: <http://www.iqdev.by/casual-games/privacy-policy>.

15. CHANGES TO THIS EULA

We may update the terms of this EULA from time to time for any reason by posting the updated version to <http://www.iqdev.by/>, but changes to the EULA take effect only where they are permitted by law and made available to you for your agreement. Every time you launch any of the Games on your device, install or otherwise use the Games or Virtual Items you are deemed to have accepted the latest version of this EULA in place at that time. Please check <http://www.iqdev.by/> for any updates to the EULA each time you launch any of the Games on your device.

16. GENERAL

16.1 This EULA constitutes the entire agreement between IQ Clash and you in respect of the Games.

16.2 Even if we delay in enforcing this EULA and/or our rights, we can still enforce this EULA and/or our rights later. If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaking of any term of this EULA, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16.3 We may transfer our rights and obligations under this EULA to another organisation. We will let you know if that happens and we will ensure that your rights under this EULA are unaffected. You may not transfer your rights or obligations under this EULA unless we expressly agree to the transfer in writing.

16.4 Except where expressly stated to the contrary in this EULA, this EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

16.5 In the event that any provision of this EULA (including, without limitation, any restriction) shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this EULA shall remain in full force and effect.

16.6 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Republic of Belarus and the courts of Republic of Belarus shall have exclusive jurisdiction to settle any dispute or claim. In addition you may have the legal right to bring proceedings in your local jurisdiction and, if this is the case, then you may bring proceedings there. For instance if you live in European Union member state you can bring legal proceedings in respect of the relevant Game in either the European Union member state courts.