



The terms of this agreement (“Terms of Service”) govern the relationship between you and Tactic Games Oy and its affiliates (hereinafter “Tactic Games” or “Us” or “We”) regarding your use of Tactic Games’s games, websites and related services (the “Service”). Use of the Service is also governed by Tactic Games’ Privacy Policy, which is incorporated herein by reference.

Before accessing or using the Service, including browsing any Tactic Games website or accessing a game, you must agree to these Terms of Service and the Privacy Policy. By using the Service, you represent that you are age 13 or older and you understand and agree to these Terms of Service. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. If you access the Service from a Social Networking Site (“SNS”), such as Facebook or Google+, you shall comply with its terms of service/use as well as these Terms of Service.

BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE. USE OF THE SERVICE IS VOID WHERE PROHIBITED.

Tactic Games reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended terms on the Tactic Games Service. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Tactic Games Privacy Policy, or any other Tactic Games policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

1. Licence

1.1. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Tactic Games policies, Tactic Games grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

The following restrictions apply to the use of the Service:

You shall not access the Service if you are under the age of 13; You shall restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. paypal) by minors.

License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license and may subject you to liability for violations of law.

You agree that you will not, under any circumstances:

- Engage in any act that Tactic Games deems to be in conflict with the spirit or intent of the Service or make improper use of Tactic Games’ support services.

- Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service, any Tactic Games Game or any Tactic Games' game experience or without an express written consent from Tactic Games, modify or cause to be modified any files that are a part of the Service or any Tactic Games' game.
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support the Service or any Tactic Games game environment.
- Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service.
- Attempt to gain unauthorized access to the Service, the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Tactic Games, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service.
- Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.
- Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person or group, including Tactic Games employees and customer service representatives.
- Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Tactic Games' employee.
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or any Tactic Games game, or to obtain any information from the Service or any Tactic Games' game using any method not expressly permitted by Tactic Games.
- Solicit or attempt to solicit personal information from other users of the Service or any Tactic Games game or collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.

Tactic Games reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Service itself. Tactic Games reserves the right to take action as a result, which may include terminating your Account and prohibiting you from using the Service in whole or in part.

1.2. Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, TACTIC GAMES MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO TACTIC GAMES SERVICES OR PORTIONS THEREOF IF YOU ARE, OR TACTIC GAMES SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR

USE OF THE SERVICE, AND TACTIC GAMES IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Tactic Games reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, Tactic Games shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

2. Ownership

2.1. Games and Service

All rights, title and interest in and to the Service (including without limitation any games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, recordings of games played using a Tactic Games game client, and the Tactic Games game clients and server software) are owned by Tactic Games. Tactic Games reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its games and the Service.

2.2. Virtual Items

Tactic Games owns, has licensed, or otherwise has rights to use all of the content that appears in the Service or in Tactic Games' games. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Service, including without limitation the virtual goods or currency appearing or originating in any Tactic Games' game, whether earned in a game or purchased from Tactic Games.

2.3. User Content

"User Content" means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a Tactic Games game client or the Service, or that other users upload or transmit, including without limitation any chat text. By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Tactic Games in accordance with its Privacy Policy. Tactic Games reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

3. User Content

3.1. Content Screening

Tactic Games assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate content or conduct. We do not, and cannot, pre-screen or monitor all User Content. Your use of the Service is at your own risk. By using the Service, you may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the Service. At our discretion, our representatives or technology may monitor and/or record your interaction with the Service or communications when you are using the Service.

By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation voice communications.

If at any time Tactic Games chooses, in its sole discretion, to monitor the Service, Tactic Games nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

3.2. Information Use by Other Members of the Service

3.2.1. Public Discourse

The Service may include various features where you can post User Content, including your observations and comments on designated topics. Tactic Games cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. Tactic Games shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

3.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others. Tactic Games may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of Tactic Games violates these Terms of Service.

3.3. License

You hereby grant to Tactic Games an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions of the Service. You also hereby grant to Tactic Games the right to authorize others to exercise any of the rights granted to Tactic Games under these Terms of Service. You further hereby grant to Tactic Games the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any

manner. Tactic Games does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content. Tactic Games has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

3.4. User Interactions

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. Tactic Games reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with Tactic Games to investigate any suspected unlawful, fraudulent or improper activity.

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

4. Fees and Purchase Terms

4.1. Purchases

In the Service you may be able to purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) “virtual currency”, including but not limited to virtual cash or jewels, all for use in Tactic Games games; (b) “virtual in-game items” (together with “virtual currency”, “Virtual Items”); and (c) other goods or services (“Merchandise”). You are only allowed to purchase Virtual Items from us or our authorised partners through the Service, and not in any other way.

Tactic Games may manage, regulate, control, modify or eliminate Virtual Items and/or Merchandise at any time, with or without notice. Tactic Games shall have no liability to you or any third party in the event that Tactic Games exercises any such rights.

The transfer of Virtual Items and Merchandise is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items or Merchandise to any person or entity, including but not limited to Tactic Games, another user or any third party.

ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.

The provision of Virtual Items for use in Tactic Games’ games is a service provided by Tactic Games that commences immediately upon acceptance by Tactic Games of your purchase.

4.2. Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Tactic Games may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT TACTIC GAMES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

5. Updates to the Service

You understand that the Service is an evolving one. Tactic Games may require that you accept updates to the Service and to Tactic Games’ games you have installed on your device. You acknowledge and agree that Tactic Games may update the Service and Tactic Games games, with or without notifying you. You may need

to update third party software from time to time in order to receive the Service and play Tactic Games' games.

6. Disclaimer of Warranties

WITHOUT LIMITING TACTIC GAMES' LIABILITY UNDER SECTION 7 BELOW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TACTIC GAMES DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. Limitation of Liability; Sole and Exclusive Remedy; Indemnification

TACTIC GAMES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TACTIC GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TACTIC GAMES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO TACTIC GAMES IN ACCORDANCE WITH THESE TERMS OF SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO TACTIC GAMES DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND TACTIC GAMES' EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH TACTIC GAMES IS TO STOP USING THE SERVICE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Tactic Games may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Tactic Games' liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF TACTIC GAMES.

You agree to indemnify, defend and hold Tactic Games harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of these Terms of Service, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

8. Dispute Resolution and Law

If a dispute arises between you and Tactic Games, we strongly encourage you to first contact us directly to seek a resolution by going to our customer support site at info@tactic.net. If you are a resident of the Finland, these Terms of Service and any dispute arising out of or related to it or Privacy Policy or the Service shall be governed in all respects by Finnish law, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Tactic Games must be resolved exclusively by a court located in Pori, Finland. If you are a resident outside of Finland, you agree that all disputes between you and Tactic Games shall be governed by the laws of Finland, without regard to conflict of law provisions. You agree that

any claim or dispute you may have against Tactic Games must be resolved exclusively by a court located in Pori, Finland.

9. Severability

You and Tactic Games agree that if any portion of these Terms of Service or of the Tactic Games Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

10. General Provisions

10.1. Assignment

Tactic Games may assign or delegate these Terms of Service and/or the Tactic Games Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Tactic Games' prior written consent, and any unauthorized assignment and delegation by you is ineffective.

10.2. Supplemental Policies

Tactic Games may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service.

10.3. Entire Agreement

These Terms of Service, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Tactic Games Privacy Policy), contain the entire understanding of you and Tactic Games, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

10.4. No Waiver

The failure of Tactic Games to require or enforce strict performance by you of any provision of these Terms of Service or the Tactic Games Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Tactic Games' right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Tactic Games of any provision, condition, or requirement of these Terms of Service or the Tactic Games Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Tactic Games shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Tactic Games.

10.5. Notices

We may notify you via postings on www.tactic.net, and via e-mail or any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms of Service or the Tactic Games Privacy Policy shall be in writing and addressed to: Tactic Games Oy,

Raumanjuovantie 2, PL 4444, 28101 Finland. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

10.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to Tactic Games are of a unique and irreplaceable nature, the loss of which shall irreparably harm Tactic Games and which cannot be replaced by monetary damages alone so that Tactic Games shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any Tactic Games game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7 (if any).

10.7. Force Majeure

Tactic Games shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Tactic Games, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Tactic Games' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.