

Lohko iOS

End User License Agreement

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- updates,
- supplements,
- Internet and local server-based services, and
- support services

for the Lohko iOS software/application (the "**App**"), unless other terms accompany those items. If so, those terms apply in addition to those set out below.

By downloading, installing or using the App, you accept these terms. If you do not accept them, do not download, install or use the App.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You are granted a non-exclusive, non-transferable, non-sublicensable right and license to install and use the App in association with one and only one Apple ID. The rights granted to you in this agreement are personal to you. You may install and use the App on any device owned by you that is associated with the one Apple ID linked to the App at the time of purchase, and where that installation is for your use only.

2. DISRUPTIVE SERVICES. The App is provided "as is, where is", and accordingly we may or may not provide support services for it.

3. SCOPE OF LICENSE. The App is proprietary to Disruptive and is licensed on the terms of this agreement, not sold to you. This agreement only gives you some rights to use the App. Disruptive reserves all other rights, including without limitation all worldwide copyrights and trademark rights and other intellectual property rights. Unless applicable law gives you more rights despite this limitation, you may use the App only as expressly

permitted in this agreement. In doing so, you must comply with any technical limitations in the App that only allow you to use it in certain ways. You may not or enable others to:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the App, except and only to the extent that applicable law expressly permits, despite this limitation;
- make copies of the App other than as permitted in this agreement or allowed by applicable law, despite this limitation;
- publish the App for others to copy;
- rent, lease or lend the App; or
- transfer the App or this agreement to any third party.

4. USE OF LOHKO. You may use the App to play the tile strategy game "Lohko" against the computer, against a player locally on the same device (hot seat), or against a player in an online battle.

5. TRANSFER TO ANOTHER DEVICE. Subject to the Usage Rules set forth in Apple's App Store Terms of Service, you may uninstall the App and install it on another device for your use where that device is associated with the Apple ID associated with the App at the time of purchase.

6. APPLE. The parties acknowledge that Apple is not a party to this agreement and is not responsible for the App and the content thereof, nor for any claims by you or any third party relating to the App or your possession and/or use of same, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) any claims for intellectual property infringement. Apple has no obligations to furnish any maintenance and support services with respect to the App. However, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities,

damages, costs and expenses attributable to any failure to conform to any warranty. In accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third party beneficiaries of this agreement and upon your acceptance of the terms and conditions of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that you are not listed on any U.S. Government list of prohibited or restricted parties.

7. ENTIRE AGREEMENT. This agreement, the other terms referenced in this agreement, and the terms for supplements, updates, Internet and server-based services and support services that you use, are the entire agreement for the App and support services.

8. APPLICABLE LAW. The laws of the Province of British Columbia and the laws of Canada applicable therein govern the interpretation of this agreement and apply to claims for breach of it, regardless of conflict of laws principles.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. You may also have rights with respect to the third party host entity from whom you acquired the App. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. The App is licensed "as-is." You bear the risk of using it. Disruptive gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Disruptive excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Disruptive does not warrant against interference with your enjoyment of the App that the functions contained in, or Disruptive services performed or provided by, the App will meet your requirements, that the operation of the App or of Disruptive services will be uninterrupted or error-free, or that defects in the App or Disruptive services will be corrected. No oral or written information or advice given by Disruptive or its authorized representative

shall create a warranty. Should the App or Disruptive services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You agree that you can recover from Disruptive only direct damages up to the amount paid for the purchase of the App. You agree that you cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the App, Disruptive services, or third party software, programs or applications; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Disruptive knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. COLLECTION OF INFORMATION. By using the App and the Disruptive services, you are consenting to our collection, storage, disclosure and use of any personal information, including email addresses and the Apple ID you voluntarily provide to us or Apple when you purchase and use the App or Disruptive services, for the purposes of the provision of Disruptive's software, products and services, and for your use of same, the identification of client preferences, maintenance of quality of service and other purposes as permitted by applicable law and our Privacy Policy. We may use this personal information to communicate with you regarding the App and Disruptive services, including sending you updates, supplements, and to advise you from time to time of other products and services of Disruptive and its affiliates. By using the App you expressly consent to receiving any and all electronic messages we send to you, and this consent is considered to remain in effect for as long as you use the App and the Disruptive services, and as permitted by law. Personal information is subject to Disruptive's Privacy Policy, which may be accessed at the following link: <http://disruptiveinteractive.com/Privacy%20Policy.pdf>.

You also agree that Disruptive may collect and use technical data and related information-including but not limited to technical information about your device, system and application software, and peripherals-that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App. Disruptive may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

13. RIGHT TO PRELIMINARY AND INJUNCTIVE RELIEF. You agree that money damages would be an inadequate remedy for Disruptive in the event of a breach by you of this agreement. Therefore, you agree that in the event of a breach or threatened breach of this agreement, Disruptive may, in addition to any other remedies available to it, be entitled to preliminary or injunctive relief without the need for posting any bond. All rights and remedies available for Disruptive shall be cumulative and not exclusive.

14. NO WAIVER. Any waiver of a breach or failure to exercise any option, right, or privilege under the terms of this agreement on any occasion by Disruptive shall not be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

15. CONTACT. Disruptive Interactive Inc. may be contacted at info@disruptiveinteractive.com or Disruptive Interactive Inc., Suite 215, 1080 Mainland, Vancouver, BC, V6B 2T4, – Attention Privacy Officer, for any questions, complaints or claims with respect to the App.