



## Privacy Policy

*This privacy policy is effective as of July 17 2017.*

**Brief summery of Privacy Policy:** *The data collected by Sunburst Apps is never sold to third parties, we do not permanantly retain your data, nor will we inundate you with spam. We care about your privacy!*

### 1. About us and this policy

Welcome to Sunburst Apps's privacy policy! Formed on the 13th of July, 2017, we are a new small business called Sunburst Apps, and we are pasionate about creating mobile apps that make people smile. Our tagline, or if you like slogan, "*Unlock the Adventure*", was born out of the creation of our first game, which features levels with lock images. We are registered in the State of Michigan. Our mailing address is 2014 N. Saginaw Rd., Midland, MI 48640.

In these terms, references to "Sunburst Apps", "we", "us" and "our" are references to either Sunburst Apps, LLC. or [www.sunburstapps.com](http://www.sunburstapps.com).

This policy describes how we collect, use, process and share information that Sunburst Apps collects about you. Our business is constantly evolving and so this document may change from time to time. Please come back to this page every now and then to make sure you are familiar with the latest version. Any new policy will be effective from the date it is published by us.

This policy applies to all of our games, whether played on our website [www.sunburstapps.com](http://www.sunburstapps.com) (if available), on mobile devices, PC or on other platforms such as Facebook. It also applies to our advertising activities on all platforms as described below and other services that we may provide to you from time to time. In this policy we refer to our games, websites, advertising activities and other services collectively as our "Services".

For information collected under this policy, the data controller is Sunburst Apps registered with the the State of Michigan, within the United States of America.

By downloading, accessing and/or playing our games, or interacting with our websites or other Services, you agree to the use of your information in accordance with this privacy policy. If you have any concerns about providing information to us or it being used as described in this privacy policy you should not use our games or other Services.

As set out in the terms and conditions relating to our Services, you must be at least 13 years old to access and/or use our Services. We do not knowingly collect personal data about children under the age of 13.

## **2. What types of information do we collect**

We collect information from a number of different sources, but most of it comes directly from you when you play our games, or interact with our websites, advertising or other Services. Broadly the information we collect about you relates to the type of device you are using, how you play our games (such as levels attempted and purchases made), other games or apps you use on your device and may include information that you submit when creating an account with us or which you allow us to access when you connect to your social network accounts through our games or Services. We may also collect information from advertising platforms and partners and other third parties such as information about purchases and interests.

In more detail, depending on which of our Services you interact with we may collect and process the following types of information:

details about how you use and interact with our games, advertising and other Services (for example, information about how and when you play our games or visit our website(s), what device you use to access our games and services or details regarding profile visits, as set out in the section entitled "Sunburst Apps Profile" in section 3, below);

information that you provide us with when you fill in forms, answer questions or complete surveys when using any of our Services, when you create an account with us or if you invite your friends to use our games and Services;

the content of messages sent using our chat and messaging systems;

if you contact us, for instance through our Sunburst Apps service channels, or respond to messages and communications that we send to you, we may keep a record of that correspondence;

your interactions with us on our social media channels;

information we collect via cookies and other similar technologies, as explained further below;

information we collect from you when you connect our games or Services to third party platforms or social network services or use other social or player-to-player functionality; and

information we collect about you from our other associated organizations or other third party companies (including publishing partners, platforms, advertising platforms and partners and data aggregators) which may include attributes about you and your interests, as well as other games and services you use, demographic and general location information. We will use this information as described in this policy subject to any limitations in the privacy policy of the company that collected the information from you.

In some instances, when you make purchases on or through our app(s) or website(s), we may collect certain payment information from you on behalf of our payment service providers, but this information is temporarily cached in a way that is unreadable by Sunburst Apps. We do not collect or retain credit card information. Our payment service providers will provide us with information about your purchases so that we know if a purchase has been successful. When you purchase items via our mobile apps (such as those you can purchase in the App Store, on Facebook or on Google Play) we do not collect or store any payment information from you.

Finally, we may collect some of the information types referred to above on an aggregated or anonymised basis, or we may use it or share it in an aggregated or anonymised way, for research or analysis into the way our Services operate and are used.

### **3. Creating a Sunburst Apps Profile and playing our games socially**

#### **Sunburst Apps Profile** *(not completely implemented yet)*

When you play our games, we will give you a unique identifier which we will associate with a Sunburst Apps account known as a "Sunburst Apps Profile". That Sunburst Apps Profile will be specific to the Sunburst Apps games played on an individual platform or device and will remain anonymous unless you choose to add your personal information to that Sunburst Apps Profile. Other players in a game may be able to see your progress in the game and other information such as your game achievements, but no personally identifying information will be visible to other players. You can choose to add your personal information to your Sunburst Apps Profile so that you can log in on multiple devices and synchronise your progress in our games across multiple devices on multiple platforms, and also so that you can play with your friends.

Your Sunburst Apps Profile and the information it contains, such as your game achievements, will be visible to other users of our services. If you choose to add personal information to your Sunburst Apps Profile it will be visible to your friends and other players anywhere in the world.

If you choose to view another individual's profile, that individual and other users of our Services will know that you have visited them because some of your Social Data and a link to your Sunburst Apps Profile will be displayed on that individual's Sunburst Apps Profile. They will also be able to visit your Sunburst Apps Profile. You will also be able to see which other players have viewed your Sunburst Apps Profile.

## **Connecting with third party social networks**

You can choose to login to your Sunburst Apps Profile using your Facebook account details. If you do this, you will be able to use your Facebook account to log in on multiple devices and synchronise progress across those devices. We will receive some of your Facebook account information and exactly what information we receive will depend on your settings in your Facebook account. We may use this information for the purposes described in this privacy policy, including in order to advertise to you. Once connected in this way, you will also be able to see which of your friends are playing the same game and their progress through the games (and they will be able to see you and your progress). This may also allow you to access other functionality in our games and other services, such as inviting friends to play. Logging in with Facebook will not allow us to post anything to your Facebook page without your permission.

In the future we may also allow you to associate your Sunburst Apps Profile with other social network accounts and use your log in details for that account to log into your Sunburst Apps Profile. Where we do this, either we or your social network service provider will let you know what information we will receive about you from that social network.

If you choose to play our games on the desktop version within Facebook.com, your basic Facebook account information will automatically be associated with your Sunburst Apps account. You can control how your Facebook information is used and shared with your Facebook friends in your Facebook account settings.

Where you connect or associate your Sunburst Apps Profile with any third party social network or platform, that social network applications or platform will provide certain information about you to us. These social networks and platforms are created and maintained by a third party which is not a part of, or controlled by Sunburst Apps. We may use this data for the purposes described in this privacy policy, including in order to advertise to you. You should ensure that you read the third party social network or platform's terms of service and privacy policies to understand how they treat your data

and what information they might share with us.

You can make changes to what data a third party social network or platform shares with us, or stop our Services interacting with that social network or platform by adjusting your settings with that third party provider, however you may find you are not able to enjoy all of the same features of our Services.

#### **4. How do we use the information that we have about you?**

We, our suppliers and related organizations may use the information we collect about you for a number of purposes. These include providing our games and other services to you, optimising the games and services we provide, enabling in-app purchases, storing your progress through our games, enabling social network integration, providing customer service support when you need it. We also use your information in connection with our advertising purposes. For more information, see below. We may also use your information for research or analysis. Finally, there may also be other reasons why we need to use your information, such as maintaining records or protecting our legal rights. A more detailed description of how we use your information is set out below.

#### **Providing and optimizing our Services**

We use your information to enable us to provide our games, websites, advertising and other Services to you and to optimize all of them so that we can make them the best they can be for you and all our players. This will include use and analysis of aggregated data to make sure that our games work properly on all devices and are as enjoyable as they can be for all our players.

#### **Chat**

Some of our Services may include player-to-player chat functionality. Users of our chat service(s) can send messages to other registered players. Your messages may be used

and stored by us: (a) to convey your messages; and (b) to enable you and your recipients to view your message history. We reserve the right to review the content of your messages, including by using automatic filters, to ensure that you are complying with our terms of service and we also reserve the right to prevent your use of our chat service(s) or to block the sending of any message for any reason. We will not use the content of your chat messages for any other purpose.

### **Marketing and promotion**

We hate junk mail as much as you, so in only rare cases will we use your information to send you direct marketing and promotional materials relating to our Services or related products, for example sending you communications (including by email) for these purposes on our, or a third party's behalf. For example, we might send you information about merchandise relating to our Services. If you do receive any emailed marketing material, it will include a method to permanently opt out of receiving further communication. The only way that any marketing material would ever be received from us in the future (after opting out), is if you remove all our apps from your systems for a period of time, and then reinstalled an app from us.

### **Customer Services**

We use your information, including data that you provide directly to us in communications, to provide you with support through our customer service channels when you need it. We may also use it to contact you, for example as part of customer service or to send you updates about our games and services. Finally, we will use your data to manage your account and relationship with us and improving your experience when you use our Services.

### **Analytics and Research**

We use analytics tools, which may include third party analytics tools, to collect

information about how you play our games and those tools may use cookies or other similar tracking technologies. We may use your data to carry out research, surveys or to engage directly with you, for example by sending you communications (including by email), for these purposes. We may also create reports, analysis or similar services for use by us for the purposes of research or business intelligence, for example to track potential problems or trends with our Services, or to test out new game features and content.

### **Social and Community**

We have a number of social and community channels which we use to communicate with our players. If you choose to interact with those channels, we will receive your information and use it in connection with those channels, including to engage with you, and we may also republish your posts to those channels.

### **Competitions**

From time to time we may run competitions, including in games and via our community channels. Those competitions will have their own specific terms and conditions, but we will use personal information that you provide in relation to that competition for the purposes of running the competition. We may also publish the names and entries of competition entrants.

### **Cheating, crime and fraud prevention**

We may use personal data that we hold to prevent cheating, crime or fraud. We may also need to pass your information to fraud prevention agencies and other organisations involved in crime and fraud prevention, such as the police.

### **Legal uses**

We may use your data as required or permitted by any applicable law. As a specific example, if you live in the European Union, this would include for the purpose of providing VAT invoices where we are required to do so by law or where requested by you.

## **5. Advertising and promotion**

### **What advertisements you may see as a result of playing our games or using our Services**

We promote our own game(s) and services in a number of ways. That might include cross promoting one of our games while you are playing a different game of ours. It might also include advertising our game(s) within websites and other media published by others, or sending you marketing materials by email (email from us is rare).

Like many companies, we may use information about you in connection with advertising. This includes using information that we have about you, such as the games you play, to try to make sure you only see advertising that might be of interest to you. We may also use the information that we have about you to help a third party deliver advertisements that are tailored to you based on a determination of your characteristics or interests by us based on the information that we have about you.

As well as advertisements for our own goods and services, we may also facilitate third parties to optimise their advertising of their own goods and services by helping them to target those ads to those that might be most interested in them. These advertisements may be shown within our games or within websites and other media which are published by others and optimised by us or using our information. This is done using anonymized information and we won't hand over or sell any of your personal information to third party advertisers.

We will also use information about your particular device in order to show you

advertisements which work properly on that device, or to measure the effectiveness of our ad campaigns and we may also retain information about how many times you have seen a particular advertisement so we can stop you from seeing it too many times.

### **Advertising partners**

When we advertise our games within games or media published by other companies, we may use various third party advertising partners, including ad exchanges, ad networks and ad servers.

Our advertising partners help us to serve advertisements to you. Some of this technology also helps us to make decisions as to whether or not to show a particular advertisement to you - for example, by informing us that you have shown an interest in similar goods or services previously.

Our advertising partners may collect information about you when you use our services or the services of others. This Privacy Policy does not apply to the collection of your information by our advertising partners, and we therefore recommend that you review their privacy policies for more information. You can find out more in "How to adjust your preferences" below.

### **How do ad identifiers, cookies and similar technologies work?**

Advertisers on mobile devices sometimes use advertising (or ad) identifiers to enable and optimise their advertising. Ad identifiers are non-permanent, non-personal device identifiers such as the Android advertising ID and/or Apple's ID for advertising, or IDFA. See below, for how you can reset these identifiers or indicate your preference that they should not be used for advertising purposes.

We and third parties who advertise on our Services may use cookies or similar

technologies such as tracking pixels in their advertising. These technologies operate either by: (i) placing a small file which stores some information on your computer or mobile device; and/or (ii) by accessing information on your device. These technologies allow the collection of data, such as your device's model, operating system and screen size, the other applications installed on your device, and information about how you use our services.

### **How to adjust your preferences**

You can choose to prevent your device's ad identifier being used for interest based advertising, or you can reset your device's ad identifier, by changing the settings of your device. Settings vary from device to device but you will usually find the ad identifier settings under "privacy" or "ads" in your device's settings.

You can also disable cookies through your web or phone browser settings.

If you live in the USA, Europe or Canada, you can also opt-out from the collection of your information by some or all of our advertising partners who participate in the Digital Advertising Alliance by visiting <http://www.aboutads.info/choices/> (for US users), <http://www.youronlinechoices.com/> (for European users) or <http://youradchoices.ca/choices> (for Canadian users). You can also click on the AdChoices logo within an advertisement (where available).

Although we and our advertising partners use ad identifiers, cookies and similar technologies to enable us and third parties to provide more relevant advertising to you, these technologies also:

allow us to recognise you and your device;

allow our Services to interact with a third party social network or platform (where you have chosen to allow such interaction);

allow our payment processors to process your payment instructions; and enable us and third parties to provide you with more customized services, for example to provide our services in the correct language.

As a result, if you choose to adjust your preferences in order to prevent these technologies, you may find that you cannot enjoy the full use of our services.

Please note that adjusting your preferences as described in this section does not mean you will no longer receive advertisements, it only means the advertisements you do see will be less relevant to your interests.

Alternatively, if you do not wish us to collect data as described in this section, you should stop using our services.

## **6. Who else can see your information?**

In addition to the other disclosures described in this privacy policy, we will also share your information as described in this section.

We will share your information:

where we have your consent to do so (including as set out in this Privacy Policy);

as reasonably necessary in order to provide the Services to you (for example, by providing your personal information to suppliers we may use to fulfil the Services or to communicate with you);

where it is necessary to carry out your instructions (for example, to process a payment instruction we must provide your personal information to our payment processors);

where your data is on an anonymous and aggregated basis, meaning you could not be personally identified from it;

when you submit information as part of a competition or otherwise interact with our social media channels (for example, by providing a testimonial about one of our Services) we may publish the information you submitted, alongside your name and home country on our website(s) and social media channels;

as we reasonably believe is permitted by law or regulation or as is necessary to comply with any legal obligation, or in order to enforce or apply our terms and conditions and/or any other agreement with you; or to protect the rights, property, or safety of Sunburst Apps, our users, or others;

if there is a sale of the assets of Sunburst Apps or business restructuring, or as a result of

a change of control of Sunburst Apps or one of its group organizations, or in preparation of any of these events. Any third party to which Sunburst Apps transfers or sells Sunburst Apps's assets will have the right to continue to use the personal and other information that you provide to us in the manner set out in this Privacy Policy.

Our games and our websites include social features that enable you to interact with other players. These features will enable other players to see your username, your avatar and your progress through our games and other game play related information such as high scores. Depending on your settings in your social network or Sunburst Apps account, other information in your profile may be shared with other players. Also, other players will be able to see anything that you post to any public page, forum or other similarly open feature in our games, website(s), community channel(s) or other Services.

We may share your information with our service providers if necessary to enable them to provide services to us.

## **7. Your rights in relation to your information**

You have certain rights in connection with your personal information and how we handle it. Details of those rights and how to exercise them are contained in this section.

You have certain rights in relation to the personal information that we hold about you. Those rights include:

**Right of access.** You have a right to know what information we hold about you and in some cases to have the information communicated to you. If you wish to exercise this right please contact us letting us know that you wish to exercise your right of access and what information in particular you would like to receive. We reserve the right to ask for reasonable evidence to verify your identity before we provide you with any information, and the law permits us to charge a fee for exercising this right of access. Please note that we may not be able to provide all the information you ask for, for instance if the information includes personal information about another person. Where we are not able to provide you with information that you have asked for, we will endeavour to tell you why. We will try to respond to any request for a right of access as soon as possible, but we will always do so within 40 days of receipt of your request, evidence of ID and any applicable fee.

**Right to correct personal information.** We try to keep the information that we hold about you accurate and up to date. Should you realise that any of the information that

we hold about you is incorrect, please let us know at [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.com) and we will correct it as soon as we can.

**Data deletion.** In some circumstances you have a right to have some of the personal information that we hold about you deleted. Should you wish to have any information about you deleted, please contact us using the information below. Please note that to ensure that we do not collect any further information you should also delete our games from your mobile devices and clear our cookies from any device where you have played our games in a web browser. Where we delete personal information about you, we may still retain some or all of that information for other purposes such as maintaining financial records, protecting or enforcing legal rights, maintaining marketing suppression lists or for technical reasons such as maintaining technical security or our database integrity. We may also retain your information in an anonymised form.

**Account deactivation.** If you have created an account with us, you can ask us to deactivate that account by contacting us using the information below. We may ask you for other information before we are able to deactivate your account. That information might include information about your mobile device. Other steps you should take should you wish to completely deactivate your account include disassociating your Facebook account from our mobile games and deleting our games from your mobile devices. Please note that if you completely deactivate your account all your progress in our games and any unspent virtual items, such as Gold Coins, Silver Coins, and in-game items will be lost and we may not be able to restore them in the future.

**Direct marketing opt out.** If you have elected to receive direct marketing communications from us, you can change your mind at any time by following the opt out link in any marketing communication that is sent to you. If you have elected to receive more than one type of marketing communications from us, you may need to opt out of all of them individually. It may take a few days for us to update our records before any opt out is effective.

There are other ways in which you can control the personal information that we collect about you. For instance, you could disconnect your Facebook or other social network account from our games, or delete our games from your mobile device. You could also reset your mobile advertising identifier or limit ad tracking altogether using the settings in your phone. Finally, you could limit or prevent the use of cookies in your web browsers.

## **8. How long do we keep your information and where do we store it?**

We will keep your information for as long as we consider necessary for the purposes described above, or as long as the law allows. We store your information on secure encrypted servers that we control, which are based in the United States of America. We may, on occasion, also use servers that are located outside the United States of America and we may engage partners outside the United States of America, who will also process and store your encrypted information to provide services to us.

#### **9. Links to third party websites and services**

We may provide links to third party applications, services or websites from our Services (including advertising that may link to a third party). You understand that when you click on these links any data which you provide afterwards is subject to that third party's privacy policy and not to ours. We can take no responsibility for the content, safety, privacy or security of any third party application, service or website.

#### **10. Changes to the policy**

The privacy policy and this summary may change over time. We will post the updated privacy policy on this page. Please come back to this page every now and then to make sure you are familiar with the latest version. Any new policy will be effective from the date it is published by us.

#### **11. Contact us**

If you want to contact us about any of the matters in relation to this privacy policy, including to exercise any of your rights, then please contact our customer services department by emailing [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.com).

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# Terms of Use

## 1 About these terms

1.1 These terms apply to your download, access and/or use of Sunburst Apps games, whether on your computer, on a mobile device, on our website [www.sunburstapps.com](http://www.sunburstapps.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 (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 FOR RESIDENTS IN THE USA: If you are a resident of the United States of America, then these terms represent a legal agreement between you and Sunburst Apps whose business correspondence address is 2014 N. Saginaw Rd, Midland, MI 48640.  
IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW IN PARAGRAPH 21.

1.4 FOR RESIDENTS OUTSIDE THE USA: If you are a resident outside of the United States of America, these terms represent a legal agreement between you and Sunburst Apps, a business registered in the state of Michigan, within the United States of America (business registration filing number 20319).

1.5 In these terms, references to "Sunburst Apps", "we", "us" and "our" are references to either Sunburst Apps, LLC. or [www.sunburstapps.com](http://www.sunburstapps.com).

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](http://www.facebook.com), and on our website at [www.sunburstapps.com](http://www.sunburstapps.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 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.

1.8 You can access the latest version of these terms at any time at [www.sunburstapps.com/consumer-terms.pdf](http://www.sunburstapps.com/consumer-terms.pdf).

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 login details to anyone else or allow anyone else to use your login details or account.

3.3 In these terms, references to "login details" or "account" include your login 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 login 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 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 gold coins and silver coins ("Virtual Money") or items or services for use with our Games ("Virtual Goods"). You agree that once purchased Virtual Money and Virtual Goods 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 and/or Virtual Goods are not transferrable to anyone else and you will not transfer or attempt to transfer any Virtual Money and/or Virtual Goods to anyone else.

4.2 You do not own Virtual Goods and/or Virtual Money 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 and that we will not refund any transaction once it has been made. If you live in the European Union you have certain rights to withdraw from distance purchases; however, please note that when you purchase 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 Sunburst App 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 Sunburst App

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, at the the time the Virtual Goods are credited or awarded to you.

4.6 If you live in the European Union, the transaction agent you make the purchase through will provide you with a VAT invoice where they are required to do so by law or where requested by you. You agree that these invoices may be electronic in format, and that you need to follow-up with your transaction agent to obtain any pertinent VAT invoices.

4.7 We reserve the right to control, regulate, change or remove any Virtual Money or Virtual Goods without any liability to you.

4.8 We may revise the pricing for Virtual Goods and Virtual Money offered through the Services at any time. 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 or Virtual Money purchased is purchased from your platform provider and such purchase will be subject to its 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 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 that you may have and we will not compensate you for this loss or make any refund to you.

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 endeavor to fulfill your order immediately at the point of purchase.

## **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, 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:

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;

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: [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.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.

## **6 Playing our Games with other users**

6.1 Some of our Games may 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 Sunburst Apps 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 Sunburst Apps selects another user for you, we may either select at random or use such criteria as we see fit to select your opponent (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

to other users. 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 publically, and not your email address; another user must already know your email address themselves in order to search for you.

## **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 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 30 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 [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.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 the United States-- U.S. GOVERNMENT RESTRICTED RIGHTS:**

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 (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Sunburst Apps, 2014 N. Saginaw Rd., Midland, MI 48640.

## **13 Privacy**

13.1 Your contract is with Sunburst Apps, the data controller for all personally identifiable information or personal data.

13.2 Sunburst Apps collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these terms. By downloading and/or accessing our Games or using our Services, you give your consent to us collecting, processing, using and sharing your personal data in this way. 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 Any personal information that we may collect may also be subject to the policy of any social network that you may agree to link our Services to. If you access our Games and you allow them to interact with a social network you are giving us permission to use your email address and any other personal information which that social network shares with us that will allow us to personally identify you. You are also granting us permission to help your contacts on that network find you so that you can play socially. This is intended to make our Games more enjoyable for you and others that play our Games on that social network. If you do not agree to these practices you should not allow our Games to interact with your social network.

13.4 We may use cookies or similar technologies (such as HTML5 Local Storage) to store certain types of information each time you use our Services. They may for example be used to help us recognise your computer and to ensure that your account is accessed by the person that inputs the correct username and password for that account. You can find out more about how we use cookies and other similar technologies by reading our Privacy Policy.

13.5 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 [www.sunburstapps.com/consumer-terms.pdf](http://www.sunburstapps.com/consumer-terms.pdf).

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 [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.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 of America.

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

21.1 These BINDING ARBITRATION AND CLASS ACTION WAIVER provisions apply to you if you are domiciled in and/or access, download and use our Services in the United States. These provisions may also apply to you if you are domiciled in and/or download or use our Services from outside the United States. See JURISDICTION AND APPLICABLE LAW below for details.

21.2 Initial Dispute Resolution: If you have any concerns or queries regarding our Services, our customer support team can be reached through our email at [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.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 a mutually agreed solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to the paragraph above, then either party may initiate binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these terms and the Privacy Policy (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your use of any of the Games or our other Services shall be finally settled by binding arbitration administered by a State of Michigan based arbitrator registered with [www.nadn.org/michigan-arbitrators](http://www.nadn.org/michigan-arbitrators) in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. The State of Michigan arbitrator registered with [www.nadn.org/michigan-arbitrators](http://www.nadn.org/michigan-arbitrators), 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 these terms, including without limitation any claim that all or any part of these terms or the Privacy Policy is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The State of Michigan rules governing the arbitration may be accessed at [www.legislature.mi.gov](http://www.legislature.mi.gov). Your arbitration fees and your share of arbitrator compensation shall be governed by the State of Michigan Arbitration Rules. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

21.4 Location: If you are a resident of the United States, arbitration will take place in the selected State of Michigan Arbitrator's Office as listed on [www.nadn.org/michigan-arbitrators](http://www.nadn.org/michigan-arbitrators). For residents outside the United States, arbitration shall be initiated in Oakland County, Michigan, and you and we agree to submit to the personal jurisdiction of any federal or state court in Oakland County, Michigan, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

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, then 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 Thirty 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: Sunburst Apps, 2014 N. Saginaw Rd., Midland, MI 48640, Attn: Sunburst App 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 section: We will provide 60-days' notice of any changes to this Section. 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 section explains which laws apply to these terms.

22.1 For residents in the United States. If you are resident in the United States then you are contracting with Sunburst Apps, whose address is 2014 N. Saginaw Rd., Midland, MI 48640 and any and all claims arising out of or relating to these terms (including their interpretation, claims for breach and all other claims (including consumer protection, unfair competition, and tort claims)), the parties' relationship with each other and/or your use of our Games or other Services will be subject to the laws of the State of Michigan, without reference to conflict of laws principles. If any court or arbitrator determines that the "Class Action Waiver" paragraph set forth above is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then any and all claims arising out of these terms (including interpretation, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims)) shall be decided under the laws of the state where you were a citizen at the time you downloaded, accessed or commenced use of the Service that was subject to these terms. In addition, you and we irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Oakland County, Michigan to resolve any claims that are subject to exceptions to the arbitration agreement described in BINDING ARBITRATION AND CLASS ACTION WAIVER above, or otherwise determined not to be arbitrable.

22.2 For residents in the Rest of the World. If you are resident outside the United States, then you are contracting with Sunburst Apps, whose address is 2014 N. Saginaw Rd., Midland, MI 48640 and the laws of the State of Michigan, within the United States of America, 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 State of Michigan, within the United States of America, unless the law in your country of residence allows you to choose the courts of that country for the dispute in question.

23 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.

## **24 Questions about these terms**

24.1 If you have any questions about these terms or our Services you may contact us by email at [info.sunburstapps@gmail.com](mailto:info.sunburstapps@gmail.com).

*These terms were last updated on 13 September 2017.*

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