



FULL GAME AHEAD

TERMS OF SERVICE

Last updated: November 24th, 2020

IMPORTANT - READ CAREFULLY

1. GENERAL TERMS OF USE

1.1. Your Agreement to These Terms of Service. These Terms of Service ("Terms") govern your use of all videogames, websites, smart phone applications, Facebook® applications, services, forums and/or internal messaging systems (collectively, the "Services") created, licensed, promoted or offered by Full Game Ahead Ltd. (Hong Kong) or any of its affiliates, including Mango Family LLC, and Lagoon Software Ltd. (collectively "FGA"). Your use of the Services constitutes your acceptance of these Terms. If you do not agree to the Terms, you may not use the Services. The terms "you," "your," and "yours" refer to you, the visitor to or user of the Services. The terms "we," "us," and "our" refer to FGA.

1.2. Updates to the Terms of Service. We have the right to update and/or change these Terms without prior notice. When we do, we will revise the "last updated" date at the top of these Terms. You should check these Terms frequently to see recent changes. You agree that your continued use of the Services after such changes have been published to the Services shall constitute your acceptance of such revised Terms. This version of these Terms shall supersede all earlier versions.

1.3. Your License to Use the Services. Subject to these Terms, FGA grants you a non-exclusive, limited, revocable, non-transferable, license to use the Services, including the products, applications, content and material thereof, for your personal, non-commercial use. The Services and their content may not be reproduced, duplicated, copied, resold, sublicensed, or otherwise used in whole or in part by

you for commercial purposes. You may not modify, translate, reverse-engineer, reverse-compile or decompile, disassemble or create derivative works from any of the Services or their content. We reserve the right to discontinue the Services or to change the content of the Services in any way and at any time, with or without notice to you, without liability.

1.4. You Must Be Thirteen Years Old to use the Services. You must be at least thirteen years old to use the Services. If you are not at least thirteen (13) years old, you are not allowed to use the Services. By accessing the Services, you represent that you are at least thirteen (13) years old.

1.5. Compliance with other Terms of Services. If you access the Services through a social networking service ("SNS"), such as Facebook®, you shall comply with the terms of service of the SNS as well as these Terms. Your violation of the terms of service of any applicable SNS shall constitute a violation of these Terms.

2. ACCESS TO THE SERVICES

2.1. Registering to Use the Services. Before accessing or using the Services, you may be required to create an account with FGA ("Account") or have a valid SNS account through which you connect to the Services ("SNS Account"). You agree to provide true, accurate and complete information about yourself ("Account Information") when creating the Account or, in the case of an SNS Account, you agree that the Account Information contained in your SNS Account is true, accurate and correct. You agree to update the Account Information contained in your Account and/or SNS Account so that it is true, accurate and complete whenever you are using the Services.

2.2. Multiple Accounts. You may not have more than one Account or more than one SNS Account on any single SNS at any given time. You shall not create an Account or SNS Account using a false identity or information or on behalf of someone other than yourself. In the event of a dispute as to any Account or SNS Account, we will consider the Authorized Account Holder of the email address used to register to be the owner and responsible party for the Account or SNS Account. The "Authorized Account Holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning

email addresses for the domain associated with the submitted address.

2.3. Termination of Your Access to the Services. You are solely and entirely responsible for all activities that occur under your Account or SNS Account. We reserve the right to terminate your access to the Services and/or your Account for any reason, including if we have reasonable grounds to suspect that you have failed to comply with these Terms.

2.4. Preservation of game data.

In accordance with our privacy policy and the provisions of the General Data Protection Rules: The main data of your player's account and your personal data are kept for 10 years following your date of last account update. Your current game data are destroyed 45 days (forty-five days) after your last played game.

3. IN-GAME VIRTUAL CURRENCY AND VIRTUAL ITEMS

3.1. Virtual Items. The Services may include an opportunity for you to earn, buy or use in-game items such as "pearls," "energy," "sublives," "gems," or "points" ("Virtual Items"). In some circumstances, you may pay money to obtain Virtual Items. Virtual Items are not real money and do not have monetary value.

3.2. Restrictions on Virtual Items. Virtual Items obtained via the Services are provided to you under a limited, personal, revocable, non-transferable, non-sublicenseable license to use within the Services. You have no property interest, right or title in or to any such Virtual Items. You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account, SNS Account or any Virtual Items to anyone without FGA's written permission.

3.3. Forfeiture of Virtual Items. Virtual Items are forfeited if we, in our sole discretion, terminate your Account or access to the Services or discontinue availability of any of the Services. Virtual Items are forfeited if you disconnect your SNS Account from the Services.

3.4. Purchasing Virtual Items. Price and availability of Virtual Items are determined by FGA in its sole discretion and are subject to change without notice. We reserve the right, without prior notification, to limit the order quantity on any Virtual Items and/or to refuse to provide you with any Virtual Items. We generally deliver

Virtual Items to your Account or SNS Account within ten (10) minutes after you purchase them. If Virtual Items have not been properly delivered to your Account or SNS Account, please contact our customer service department using the internal messaging system within any of our games for a full refund of any Virtual Items that were not delivered. There are no refunds after Virtual Items are delivered. You agree that all sales of Virtual Items are final.

4. ONLINE CONTENT AND CONDUCT

4.1. Communication Channels. The Services may include opportunities to communicate on online forums, internal messaging, the Bang up Box Facebook® page, the Coin Pusher Facebook® page, the Prize Fiesta Facebook® page, the Prize Blast Facebook® page, the Maze Fiesta Facebook® page and/or in-app forums ("Communication Channels"). To access one of our Communication Channels, you must register for an Account with FGA or access the Services via a SNS Account.

4.2. User Content. Communication Channels may allow you to transmit writings, photos, graphics, comments, suggestions, files, links or other materials (collectively "User Content"). You shall not use any Communication Channels to transmit or publish any User Content that: (1) you do not have the right to use or which violates a third party's rights, including without limitation any privacy, publicity or intellectual property rights; (2) is unlawful, untrue, defamatory, abusive, tortious, threatening, harmful, obscene, indecent, racist or pornographic; (3) would constitute or encourage a criminal offense; (4) contains any viruses, worms or similar software; (5) is harassing to other users or us; and/or (6) is otherwise objectionable to us in our sole discretion. You agree not to submit or distribute User Content that includes personal information about another person without that person's consent. You agree not to impersonate nor falsely state or represent your identity in any Communication Channel.

4.3. Viewing or Receiving User Content. You agree that by using the Communication Channels and/or Services you may be exposed to User Content that is indecent, explicit, and/or offensive. You bear all risks associated with use of the Communication Channels and Services. You agree that by using the Communication Channels and Services and/or applications that under no circumstances will we be liable in any way for any damage or loss of any kind incurred as a result of User Content.

4.4. Non-Commercial Use of the Communication Channels. You may only use the Communication Channels in a noncommercial manner. You shall not distribute or otherwise publish on any Communication Channel any material containing any solicitation, promotion or advertising for goods or services.

4.5. Other Restrictions on Communication Channels. You agree not to use any data mining tools or automation tools such as spiders, crawlers, scripts, bots, or any automated method of recording information in any Communication Channel. You agree not to engage in or facilitate the transmission of unsolicited mass mailing or "spamming" using any Communication Channel. You agree not to collect personal information about others using any Communication Channel.

4.6. Grant of License to FGA. By transmitting User Content via any Communication Channel, you grant and/or warrant that all owners of any such User Content have expressly granted to FGA a fully paid, royalty-free, non-exclusive, irrevocable, worldwide, unconditional, perpetual, right and license to use, reproduce, modify, publish, and distribute all such User Content and/or to incorporate such materials in other works in any form, media, technology now known or later developed.

4.7. Monitoring Communication Channels. We shall have the right, but not the responsibility, in our sole discretion, to monitor and/or remove any User Content transmitted by you via the Communication Channels that we believe to be harmful or offensive, or to otherwise violate these Terms or any other terms and conditions which we may institute from time to time.

4.8. We Do Not Endorse User Content. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties in the Communication Channels are those of the respective author(s) or distributor(s) and not of FGA.

4.9. Cheating. Do not cheat when using any of the Services. Cheating is a violation of these Terms. If you use or attempt to use any cheat engine, software, device or process to tamper with or affect the operation of any of the Services or to gain an unfair advantage over us or any other user of the Services, your account will be immediately closed. Any attempt to deliberately damage or undermine the legitimate operation of the Services is a violation of criminal and civil laws. Should such an attempt be made, we will seek damages or other remedies from any person engaging in such conduct.

5. FGA SWEEPSTAKES

5.1. Some of our games provide the opportunity for you to participate in one or more sweepstakes that we sponsor (“FGA Sweepstakes”). You may receive prizes by participating in and winning a FGA Sweepstakes. FGA Sweepstakes are subject to their respective official rules, which can be found at <https://www.mango-family.com/rulesList.php> in the section Full Game Ahead - FGA PRIZE GAMES.

5.2 **FACEBOOK® DISCLOSURES:** FGA Sweepstakes are not in any manner sponsored, endorsed, administered by, or associated with Facebook®. You understand that you are providing your information to us and not to Facebook®. The information you provide will only be used as stated in these Terms and in the Official Rules of the FGA Sweepstakes. By participating a FGA Sweepstakes, you release and agree to indemnify Facebook® and hold it harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in FGA Sweepstakes (as applicable), or arising out of the receipt, use/misuse of, or participation in FGA Sweepstakes-related or prize-related activity.

5.3 **GOOGLE® DISCLOSURES:** FGA Sweepstakes are not in any manner sponsored, endorsed, administered by, or associated with Google®.

5.4 **APPLE® DISCLOSURES:** FGA Sweepstakes are not in any manner sponsored, endorsed, administered by, or associated with Apple®.

6. PRIVACY

Personal information you provide to FGA is collected and managed by Mango Family and governed by the Mango Family Privacy Policy, in accordance with the provisions of the General Data Protection

Regulation (GDPR) which can be found here: <https://www.mango-family.com/privacypolicy/>

7. TITLE

Unless otherwise specified in these Terms, any and all title, ownership, rights, and intellectual property rights in and to the Services, including all materials and content therein, shall remain in FGA and/or its suppliers and are protected by the copyright laws of the United States and international copyright treaties. The names and logos, and other graphics, logos, icons, and service names associated with the Services are trademarks, registered trademarks or trade dress of FGA or its licensors. You may not use, copy, transmit, modify, distribute, or create any derivative works from the Services, or any material or content contained therein.

8. DISCLAIMER OF WARRANTY AND LIMIT OF LIABILITY

THE SERVICES, INCLUDING ALL CONTENT PROVIDED WITH THEM, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FGA DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE, ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FGA, THEIR LICENSORS OR SUPPLIERS AND ANY OF THEIR EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS OR SHAREHOLDERS SHALL NOT BE LIABLE FOR ANY COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OTHER PECUNIARY LOSS OR DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE) ARISING OUT OF THESE TERMS OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF FGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH FGA, THEIR LICENSORS OR SUPPLIERS IS TO STOP USING THE SERVICES AND

TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT FGA IS NOT LIABLE FOR ANY ACT OR FAILURE TO ACT ON THEIR OWN PART, OR FOR ANY CONDUCT OF, OR COMMUNICATION OR CONTENT POSTED WITHIN THE SERVICES. IN NO EVENT SHALL FGA OR THEIR EMPLOYEES', CONTRACTORS', OFFICERS', DIRECTORS' OR SHAREHOLDERS' LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO FGA FOR THE SERVICES. IN THE EVENT A STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, FGA LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. YOU FURTHER ACKNOWLEDGE THAT FGA IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD FGA LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OTHER EXTERNAL SITES, AND THAT THE RISK OF USING OR ACCESSING EXTERNAL SITES RESTS ENTIRELY WITH YOU.

9. TERMINATION

You and FGA have the right to terminate or cancel your Account, if applicable, at any time for any reason. No notice shall be required from FGA prior to termination of your Account. Virtual Items are unconditionally forfeited if your Account or SNS Account used to access the Services is terminated or suspended for any reason or if FGA discontinues the applicable Services.

10. NO ASSIGNMENT

These Terms and the licenses granted to you herein are personal to you, and may not be assigned without FGA's express written consent.

11. COPYRIGHT INFRINGEMENT NOTIFICATION PROCEDURE

FGA's designated agent for notice of claims of copyright infringement related to FGA, Bang Up Box, Maze Fiesta, Prize Fiesta, Coin Pusher Plus, Prize Blast and all affiliated web pages (collectively, the "FGA Properties") is as follows:

The Law Firm of Sausser Summers PC,

2 Rosedale Dr. , Charleston, SC 29407 USA *Office accessible by appointment only

Email: info@onlinetrademarkattorneys.com.

Pursuant to Title 17, United States Code, Section 512(c)(3), a notification of claimed infringement related to any of the FGA Properties must be a written communication addressed to the designated agent as set forth above, and must include substantially all of the following:

- A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of an exclusive right that is allegedly infringed;
- Specific identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a list of each copyrighted work claimed to have been infringed;
- Information related to the work(s) reasonably sufficient for FGA to promptly locate the work (e.g. title of work, location within the FGA Properties, etc.);
- Information reasonably sufficient to permit FGA to directly contact the complaining party, such as a complete name and address, telephone number, and an email address;
- A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement requesting that FGA take a specific act with respect to the alleged infringement (e.g., removal, access restricted or disabled); and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12. MISCELLANEOUS

a. Arbitration & Jurisdiction. You and FGA agree that the exclusive remedy for all disputes and claims relating in any way to, or arising out of, these Terms, the Services, or your use of the Services shall be final and binding arbitration. The arbitration shall be conducted by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules").

To the fullest extent permitted by law: no arbitration under these Terms shall be joined to any other arbitration, including any arbitration involving any other current or former user of the Services; no class arbitration proceedings shall be permitted; no finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and FGA); and no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder. You and FGA must commence an arbitration by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law. You and FGA may litigate in court only to compel arbitration under these Terms, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrator(s). You and FGA hereby consent to the exclusive jurisdiction of and venue in the United States District Court for the Eastern District of Pennsylvania or, if that court shall lack jurisdiction, to the Court of Common Pleas situated in the Philadelphia County, Pennsylvania to enforce the provisions of this Section and to resolve any disputes and claims cognizable in court relating in any way, or arising out of, these Terms, the Services or your use of the Services. The court, not the arbitrator, shall determine arbitrability and enforce the arbitration agreements contained herein, including the prohibition on consolidated arbitrations and class arbitration. These Terms and all disputes and claims relating in any way to, or arising out of, these Terms, the Services or your use of the Services shall be governed by the laws of the Commonwealth of Pennsylvania and the Federal Arbitration Act, without reference to choice of law principles.

b. Complete Agreement. These Terms shall constitute the complete and exclusive agreement between you and us. The Terms may not be modified by you except in a writing duly signed by you and an authorized representative of FGA. If any provision herein is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

13. CONTACT INFORMATION



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