

## Snowpard

### APPLICATION END USER LICENSE AGREEMENT

This Application End User License Agreement (this “EULA” or “Agreement” or “License”) is an agreement between you and Snowpard. This License governs your use of application and any and all related documentation, and updates and upgrades that replace or supplement the application in any respect and which are not distributed with a separate license (collectively, the "Application"). This Application is licensed to you, not sold.

Your privacy is important to us and we encourage you to read this EULA carefully so that you can make informed decisions about your use of the Services and Applications.

If you have any concerns about our use of information or compliance with these terms please contact us in writing at [support@snowpard.org](mailto:support@snowpard.org). We are committed to resolving any concerns or complaints regarding the collection, use, transfer or disclosure of information in an amicable and collaborative way.

BY INSTALLING, USING, REGISTERING TO OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO THIS EULA AND GIVE AN EXPLICIT AND INFORMED CONSENT TO THE PROCESSING, USE AND DISCLOSURE OF YOUR PERSONAL DATA IN ACCORDANCE WITH THIS EULA. IF YOU DO NOT AGREE TO THIS EULA, PLEASE DO NOT INSTALL, USE, REGISTER TO OR OTHERWISE ACCESS THE SERVICES.

## LIMITED LICENSE GRANT

Through this purchase or use, you are acquiring and Snowpard grants you a personal, limited, non-exclusive and non-transferable license to install and use the Application for your personal, non-commercial use. Your acquired rights are subject to your compliance with this EULA. Any commercial use is prohibited. Notwithstanding this prohibition you are allowed to create and use User Content (as defined below) in a non-modified form (exactly as produced by the Application) for any purposes including commercial purposes (e.g. creating a video where a virtual character endorses a commercial product, selling videos created by the Application online, etc.). Any modification of User Content created by the Application or incorporation of such User Content into other works requires explicit written approval from Snowpard. You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Application or rights to use the Application. The terms of this EULA shall commence on the date you install or otherwise use the Application and shall end on the earlier of the date you dispose of the Application or Snowpard's termination of this EULA. This EULA does not entitle you to receive from Snowpard hard-copy documentation, support, maintenance, telephone assistance, enhancements or updates to the Application.

## RESTRICTIONS ON USE

Your right to use the Application is limited to the license grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Application or any component of it, except as expressly authorized by Snowpard. Unless you have received prior written authorization from Snowpard, you must not:

- access or use the Application through any technology or means other than those provided in the Application, or through other explicitly authorized means Snowpard may designate;
- make a copy of the Application available on a network where it could be used by multiple

users;

- copy, translate, modify, or make derivative works of the Application or any part thereof;
- redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Application available to third parties;
- reverse engineer, decompile or otherwise attempt to extract the source code of the Application or any part thereof, unless this is expressly permitted or required by applicable law or by the licensing terms governing use of any open sourced components included with the Application;
- delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Application; or
- remove or alter Snowpard's trademarks or logos or legal notices included in the Application or related assets.

In no event may the Application be used in a manner that:

- harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party;
- is unlawful, fraudulent or deceptive;
- uses technology or other means to access Snowpard's proprietary information that is not authorized by Snowpard;
- uses or launches any automated system to access Snowpard's website or computer systems;
- attempts to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment;
- attempts to gain unauthorized access to Snowpard's computer network or user accounts;
- encourages conduct that would constitute a criminal offense, or would give rise to civil liability; or
- violates this EULA.

Your right to use the Application is also predicated on your compliance with any applicable terms of agreements you have with third parties when using Your Application. For instance, if you have a voice-over-IP ("VoIP") application, then you must not be in violation of your wireless data service agreement when using your Application.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL SNOWPARD, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE OR MALFUNCTION OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE APPLICATION, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SNOWPARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall Snowpard's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Application.

## **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES ARE MATERIAL TERMS OF THIS EULA**

You agree that the provisions in this EULA that limit liability are essential terms of this EULA.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Snowpard and its employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees) that arise from your use or misuse of the Application, violation of this EULA or violation of any rights of a third party.

### **NON-PERSONAL INFORMATION**

For purposes of this EULA, "non-personal data" means information that does not directly identify you. Additionally, non-personal data means "aggregate" and "de-personalized" information, which is data Snowpard collects about the use of Snowpard Services, from which any personally identifiable data has been removed.

Snowpard may use tools or third party analytical software to automatically collect and use certain non-personal data that does not directly enable Snowpard to identify you. The types of non-personal data Snowpard may collect and use include, but are not limited to: (i) device properties, including, but not limited to IP address, Media Access Control ("MAC") address and unique device identifier or other device identifier ("UDID"); (ii) device software platform and firmware; (iii) mobile phone carrier; (iv) geographical data such as zip code, area code and coarse location; (v) game progress, score and achievements; (vi) other non-personal data as reasonably required by Snowpard to enhance the Services and other Snowpard products and services.

Snowpard uses Flurry analytics tool in order to develop and analyze use of the Services. If you wish to read the EULA from Flurry analytics, please follow this link:

<http://www.flurry.com/resources/privacy.html> .

Snowpard may use and disclose to Snowpard's partners and contractors the collected non-personal data for purposes of analyzing usage of the Services, advertisement serving, managing and providing the Services and to further develop the Services and other Snowpard services and products.

You recognize and agree that the analytics companies utilized by Snowpard may combine the information collected with other information they have independently collected from other services or products relating to your activities. These companies collect and use information under their own privacy policies.

### **THIRD PARTY AD-SERVING TECHNOLOGY**

This Application may incorporate third-party dynamic in-game advertisement serving technology which enables advertising to be temporarily uploaded into the Application on your mobile device and replaced while you are online. When you use this Application, we or third parties operating the advertisement serving technology may use information such as information logged from your device using cookies, web beacons and other technologies to ensure that appropriate advertising is presented within the Application and to calculate the number of unique and repeat views of advertising.

Logged data may include IP address, unique device I.D., device make and model, advertisement(s) served, in game location, length of time an advertisement was visible, size of the advertisement, advertisement response (if any), and viewing angle. Other than the company serving the advertisements, the foregoing data may be used and disclosed pursuant to the Snowpard EULA, the EULA of the company providing the ad serving technology and to other third parties in a form that does not personally identify yo.

For instance, if the Application incorporates AdMob ad serving technology, the foregoing information will be collected by or transferred to AdMob pursuant to the AdMob privacy policy available at [www.admob.com/home/privacy](http://www.admob.com/home/privacy). Snowpard has partnered with following third party advertising providers and each Application might use one or more of them simultaneously. For each of these providers their respective privacy policy will apply: AdMob, Mobclix and WebStart. Snowpard reserves the right to add new providers at its sole discretion and without any notice to you.

This ad serving technology is integrated into the Application; if you do not want to use this technology, your only remedy / opt-out option is to not use the Application.

## **DISCLOSURE AND TRANSFER OF PERSONAL DATA**

Snowpard собирает и обрабатывает персональные данные на добровольной основе и не в целях продажи личных данных третьим лицам. Личные данные, однако, может иногда

быть раскрыта в соответствии с действующим законодательством и настоящим ЛСКП.

Snowpard collects and processes personal data on a voluntary basis and it is not in the business of selling your personal data to third parties. Personal data may, however, occasionally be disclosed in accordance with applicable legislation and this EULA.

Snowpard may hire agents and contractors to collect and process personal data on Snowpard's behalf and in such cases such agents and contractors will be instructed to comply with our EULA and to use personal data only for the purposes for which the third party has been engaged by Snowpard. These agents and contractors may not use your personal data for their own marketing purposes.

Snowpard may disclose your personal data to third parties as required by law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or Snowpard to legal liability. Snowpard may also disclose your personal data to third parties when Snowpard has a reason to believe that a disclosure is necessary to address potential or actual injury or interference with Snowpard's rights, property, operations, users or others who may be harmed or may suffer loss or damage, or Snowpard believes that such disclosure is necessary to protect Snowpard's rights, combat fraud and/or comply with a judicial proceeding, court order, or legal process served on Snowpard. To the extent permitted by applicable law, Snowpard will make reasonable efforts to notify you of such disclosure through Snowpard's website or in another reasonable manner.



### **EMAIL COMMUNICATIONS**

Snowpard may use your email address to send you emails describing promotions or events. You may opt-out of receiving promotional emails by contacting us at [support@snowpard.org](mailto:support@snowpard.org). Once Snowpard has processed your opt-out request, Snowpard will not send you further promotional emails unless you opt back in to receiving such communications. Whether you opt out of receiving promotional emails or not, Snowpard reserves the right to communicate with you via email with respect to important information, notices or changes relating to the Services.

### **INFORMATION RETENTION AND CORRECTNESS**

Snowpard may retain the Information collected subject to this EULA for the time needed to fulfill the purposes referenced in this EULA unless a longer retention period is required or permitted by law. Snowpard does not verify the correctness of Personal Information.

Even if information is changed or deleted, we may still retain some of the information to resolve disputes, enforce our user agreements, and comply with technical and legal requirements and constraints related to the security, integrity and operation of Services.

### **EXPORT**

You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom Snowpard is prohibited from transacting business under applicable law.