

TERMS OF SERVICE

(End User License Agreement)

Cocie Media

Welcome to use the services of Cocie Media Oy (“Cocie Media” or “We”). These Terms of Service (“Terms”) apply to the use of all services provided by Cocie Media, including Cocie Media’s webpages, Cocie Media partner portal, Cocie Media’s programmatic advertising platform, and other services, such as applications or any social functions of the aforementioned services or any other services Cocie Media has attached these Terms to (“Services”). These Terms govern the relationship between you (“You” or “User”) and Cocie Media regarding the use of the Services. By downloading, installing, accessing or using any part of the Services You agree to these Terms and accept to be bound by them. **These Terms affect your legal rights and obligations, so if You do not agree to the Terms, You may not use Our Services.**

Use of the Services is also governed by Cocie Media’s Privacy Policy www.cociemedia.com/privacy/.

We can make changes to these terms at any time and your continued use of the Services shall confirm your acceptance of the updated terms. In addition to these Terms, You agree to abide by any supplemental policies of the Services, such as policies related to specific services (including without limitation forums, chats, contests or sweepstakes) as well as all other related operating rules or policies, each of which is incorporated by reference where applicable.

When you access the Services through a mobile network, Your network or roaming provider’s messaging, data and other rates and fees will apply. Downloading, installing or using the Services may be prohibited or restricted by your network provider and the some or all parts of the Services may not work with your network provider or device.

Use of the Services

The Services are provided to You for your personal and non-commercial use only (excluding Cocie Media’s programmatic advertising platform, which may be used for commercial purposes by their nature). You shall not sell, rent or give away your Services, create Services account by using a false identity or information, or on behalf of someone other than yourself. You shall not use the Services if you have previously been removed from using any part of the Services by Cocie Media, or previously been banned from using any Cocie Media product.

Subject to your compliance with these Terms, Cocie Media grants to You a limited, nonexclusive, non-sublicensable and non-transferable right to use the Services and the executable versions (no source code) of any software or applications included in the Services. You may not use such any part of the Services for any purpose other than the permitted use of the Services.

You understand that for reasons that include, without limitation, system security and stability, Services may need to automatically update, pre-load, create new versions or otherwise enhance the application and accordingly, the system requirements to use the application may change over time. These Terms do not entitle You to future updates, new versions or other enhancements of the application although Cocie Media may choose to provide such updates, etc. in its sole discretion.

You shall give to Cocie Media correct personal and other information necessary for using the Services if such information is required. You shall inform Cocie Media of any changes to such information. You become a registered user of the Services by signing applicable registration form on the Services' webpage and agreeing to Terms of Service. The registration can be done using your social networking credentials (e.g. Facebook login information) or by creating a Services account. You shall comply with the terms of service/ use of any social networking service as well as these Terms if using such third-party service to register into the Services. [You shall not create more than one account per company to access the Services]

You are solely responsible for all your use of the Services. You may not reveal, share or otherwise allow others to use your password, or use passwords of others. You agree that You are personally responsible for the use of your Services account, and for all of the communication and activity in connection with the Services.

Without limiting any other remedies, Cocie Media may limit, suspend, terminate, modify, or delete access to the Services or parts thereof if You fail to comply, or if Cocie Media suspects such failure, with the Terms or for any actual or suspected illegal or improper use of the Cocie Media services, without notice to You. You may lose, because of termination or limitation of your right to use the Services, material, content, in-app-purchases, privileges and/or items associated with your use of the Services, and Cocie Media is under no obligation whatsoever to compensate You for any such losses or results.

You may not sell, transfer or charge others for the right to use the Services or your Services account. Cocie Media reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

You agree to 2-way revenue sharing from any profit arising from using the Services between Cocie Media and yourself.

You specifically agree that You will not:

- use the Services for fraudulent or abusive purposes (including, without limitation, by using the Services to impersonate any person or entity, or otherwise misrepresent our affiliation with a person, entity or our Services);
- disguise, anonymize or hide your IP address or the source of any content that You may upload;
- interfere with or disrupt the Services or servers or networks that provide the Services;
- attempt to decompile, reverse engineer, disassemble or hack any of the Services, or to defeat or overcome any of the 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 the Services, including, but not limited to any personal data or information (including but not limited

- to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items a.k.a 'spyware' or 'pcms' (passive collection mechanisms);
- disobey any requirements or regulations of any network connected to the Services;
- circumvent technological measures designed to control access to, or elements of, the Services,
- do anything else that is not within the spirit of the Terms

On certain devices You may be able to control what device system permissions You give to Cocie Media's Services. Cocie Media's Services are intended to be used with the full permissions listed upon the Service part's installation, and refusing any of these permissions may come with the drawback that the Services may not function properly.

Intellectual Property Rights

All rights, title and interest in and to the Services (including the related software and media), the design of the Services and associated content including text, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein ("Cocie Media Property") are owned by or licensed to Cocie Media, subject to copyright and other intellectual property rights under Finnish and foreign laws and international conventions. Except as expressly provided in the Terms, Cocie Media does not grant any express or implied rights to use Cocie Media Property.

You are hereby granted a limited, nonexclusive, non-sublicensable and non-transferable license to access and use the Cocie Media Property only in connection to the usage of the Services in accordance with these terms. Any use of the Services, and/or Cocie Media Property other than as specifically authorized in the Terms, is prohibited and will terminate the license to use the Services. For avoidance of doubt, You have no right to sell or otherwise solicit any items included in the Services and You are forbidden from ripping any content unless specifically allowed.

Notwithstanding anything to the contrary herein, you acknowledge and agree that You shall have no ownership or other property interest in the Services and You further acknowledge and agree that all rights in and to the account and any content (including virtual items and currency whether earned or purchased) in the Services are and shall be the property of and owned by Cocie Media. You agree not to move or amend any proprietary notices or other ownership information from the games or any other part of the Services;

Parts of the Services may allow you to upload material to Cocie Media and/or into the Services and/or publish it through the Services. By uploading material to Cocie Media or to the Services you warrant to Cocie Media that you have the necessary rights to upload and/or publish such material. You agree that any material or information uploaded or shared the Services to harm anyone or to cause offence to or harass any person.

For the avoidance of doubt, when submitting your inventory to Cocie Media via Cocie Media's programmatic advertising platform you retain all rights to your inventory except as necessary for Cocie Media to inspect, test, monetize, and otherwise review the inventory using Cocie Media Services.

Third-Party Services and Material

The Services may contain links to websites operated by third parties or feature content which is made available by third-party services and enable You to access and use certain third-party services (such as audio sharing services). Use of any websites operated by third parties, third-party services and/or content in third-party services shall be, in addition to these Terms, subject to the relevant third-party service provider's terms and conditions applicable to use of such third-party services or the applicable license(s) under which any such content is made available. Cocie Media assumes no responsibility for such third-party services and/or content in third-party services.

These Terms shall be in addition to (and take precedence over where not prohibited) any terms and conditions, applicable to the distribution platform (such as an application store including e.g. Apple App Store, Google Play or Microsoft Store) through which you are acquiring the Services, agreed to between you and the relevant third-party entity.

Fees

You are solely responsible for any costs (including any additional payment processing fees which may be applicable) you incur to access the Services through any internet, mobile or other communication service, such as any fees for downloading, installing, messaging, and other data usage on an Internet provider's or mobile network, as well as for acquiring any additional features.

Beta tests

Cocie Media may offer to You a chance to participate in beta tests (open or closed) of certain parts of its Services. Your participation into such beta tests may be subject to a separate non-disclosure agreement and/or supplemental policies.

By applying to and/or participating in beta tests You acknowledge and accept that:

1. Due to the unfinished and experimental nature of the beta tested parts of the Services Cocie Media may not provide any customer service or assistance regarding such parts of the Services. The parts of the Services being beta tested may be un-functional on some devices regardless of their listed hardware or software requirements or specifications.
2. Any content (f.ex ad server) may be periodically reset by Cocie Media during the course of the beta tests. Cocie Media offers no refunds for any such lost content or revenue.
3. Any feedback or idea submitted by You to Cocie Media regarding the beta tested parts of the Services may be utilized by Cocie Media without any compensation to You. By submitting or creating any material, content, or feedback regarding the beta tested parts of the Services You grant to Cocie Media an unlimited, sub licensable, fully paid up, nonexclusive and transferable license to utilize such material, content and/or feedback in its business.
4. Your application to participate in beta tests does not entitle You to be invited to, or to participate in any beta test offered by Cocie Media.

Personal data and Security

Use of Your personal data is governed by Cocie Media Privacy Policy <https://cociemedia.com/privacy/>. You approve to processing your personal data in

accordance with the Cocie Media Privacy Policy by downloading, installing, accessing or using the Services.

Cocie Media shall take appropriate measures to prevent unauthorized access to, improper use of and the reasonable accuracy of your personal data submitted to Cocie Media via the Services. We use various technologies, including, in certain instances, encryption, to ensure the high security standards. Any data that is stored on Cocie Media servers is not generally available to the public. However, the use of internet services always includes security risks.

You shall be liable for all your own equipment, internet connectivity and software as well as that they do not cause harm to Cocie Media and/or third parties. You agree not attempt to damage, hack, crack, reverse engineer, or otherwise interfere with the Services in any manner.

Support and Modifications

Cocie Media shall have no obligation to provide support or maintenance for the Services under this Agreement. Cocie Media may, at its sole discretion, provide limited customer support in the Services.

You understand that the Services are evolving. As long as your license for the Services is valid You are entitled to upgrades or updates of the Services. All upgrades and updates are provided to You on a license exchange basis. You agree that by using an upgrade or update You voluntarily terminate your right to use any previous version. Upgrades and updates may be licensed to You by Cocie Media with additional or different terms. You may need to update third party software and/or upgrade your equipment from time to time in order to use the Services.

Social Media and Music Content

You may freely upload captions (such as video and screenshots) of the Services to social media services (such as Facebook), online video services (such as YouTube), online picture sharing services (such as Instagram). All such material must be uploaded without editing them in a way that misrepresents the Services or any games included in the Services.

Disclaimer / No Warranty

The Services are provided to You by Cocie Media "as is". To the maximum extent permitted by applicable law, except as provided above, COCIE MEDIA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SERVICES, THEIR QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND YOU ARE ASSUMING THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE.

Indemnification

You agree to defend, indemnify and hold harmless Cocie Media, its affiliates, licensors, partners and subcontractors from all liabilities, claims and expenses, including reasonable attorneys' fees, arising from or related to your breach of these Terms or portion hereof, or any act or omission by You relating to the Services. Cocie Media reserves the right to assume its own defence and/or control of any matter otherwise subject to indemnification by You hereunder.

Limitation of Liability

You understand and acknowledge that Cocie Media will not be liable for any network-related problems attributable to the operation of the Services and that network configuration changes may affect the system's performance.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT COCIE MEDIA SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SERVICES, AS SET FORTH HEREIN, INCLUDING ANY PHYSICAL OR SOFTWARE DAMAGE TO YOUR DEVICES. YOUR ONLY RIGHT OR REMEDY REGARDING ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO UNINSTALL ANY GAMES OR APPLICATIONS ASSOCIATED WITH THE SERVICES AND TO DISCONTINUE THE USE OF ANY WEBPAGES INCLUDED IN THE SERVICES. COCIE MEDIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR FOR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE GAME, EVEN IF COCIE MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF COCIE MEDIA IS IN SUCH CASE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Some jurisdictions may not allow (some) limitations of liability. In such cases some limitations may not apply to You.

Force Majeure

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

Provisioning of the Services and Termination

The license to use the Services granted under these Terms remains in effect until terminated by You or Us.

You may terminate the license at any time by uninstalling or destroying the applications relevant to the Services in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Services and promptly delete any applications and/or games associated with the Services. Your termination of the

license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

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 will no longer be able to access and/or use any music associated with that account. Cocie Media shall have the right to, at its sole discretion, decide upon provision of the Services and making it available to You and reserves the right to discontinue any aspect of the Services at any time.

You understand and agree that the cancellation of the license is your sole right and remedy with respect to any dispute related using the Services.

General

Cocie Media may assign or delegate its rights and obligations under the Terms and/or the Cocie Media Privacy Policy, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate rights or obligations under the Terms or Privacy Policy without Cocie Media's prior written consent.

Cocie Media may publish additional policies related to specific services. Your right to use such services is subject to those specific policies and terms. These Terms, any supplemental policies of Cocie Media and any documents expressly incorporated by reference herein (including the Cocie Media Privacy Policy), contain the entire understanding of You and Cocie Media, and supersede all prior understanding between You and Cocie Media.

These Terms describe certain legal rights. You may have other rights under the mandatory provisions under the laws of your country. These Terms do not change your rights under the mandatory provisions under the laws of your country. When you use the Services, you agree that we may begin to provide the services immediately and that you will not be entitled to a cancellation or "cooling off" period, except if the mandatory provision of the law requires such cooling off period. You and Cocie Media agree that if any portion of the Terms or if the Cocie Media Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of the terms, which shall continue to be in full force and effect.

Cocie Media reserves the right to change the fees related to the Services at any time, and the right to change, modify, add or remove portions of the Terms and its Privacy Policy at any given time. You should check the Terms and Privacy Policy regularly. You will be deemed to have accepted such changes by continuing to use the Services. Cocie Media will, however, notify Users by posting a note in the Services of any substantial changes to the Terms. Further, if at any point You do not agree to any portions of then-current version of our Terms, Cocie Media Privacy Policy, or any other Cocie Media policy, rules or codes of conduct relating to your use of the Services, your license to use the Services shall

immediately terminate, and You must immediately stop using the Services. Please check the Services on a regular basis so that You remain aware of the then-current Terms.

Cocie Media, its employees and its affiliates agree not to disclose any information regarding any games submitted to Cocie Media through the Developer Portal service, unless otherwise specified by the game's developer. For the avoidance of doubt this non-disclosure does not apply to information i) that was in Cocie Media's possession prior to disclosure, ii) that was public at the time of the disclosure or has become public after the disclosure.

By submitting your game to Cocie Media via Cocie Media's Developer Portal you acknowledge that Cocie Media is in no obligation to authorise usage of valinta player, discuss, comment or in any other way promote your game. All parts of Cocie Media's Developer Portal shall be deemed informational only and not constitute as advice.

Disputes and Applicable Law

All disputes relating to the Services and the Terms shall be settled at the District Court of Oulu, Finland having the sole jurisdiction.

These Terms shall be governed by and shall be construed in accordance with the laws of Finland excluding its choice of law provisions.

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