

- Updated: June, 2013

1. INTRODUCTION

Welcome to Bella Bambolina (the "Site"). The Site is operated and presented to users by Bella Bambolina LLC. We are proud that our site is a closed site. Users have NO interaction with any other users/avatars. Any interaction with avatars/characters within the Bella Bambolina site is with computer generated avatars. Bella Bambolina has no direct communication with users except for login/registration/ registration info and email/password. We do NOT sell or share personal info.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE

USING. By using the Bella Bambolina Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these terms of use and the [Bella Bambolina Rules](#). If you do not agree to these documents, you may not use the Bella Bambolina site.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S REGISTRATION WITH THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE OF THE SITE.

Note that special terms apply to some services offered by Bella Bambolina, like subscription-based services, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Subject to applicable law, any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Bella Bambolina Site and receipt of data, materials and information available at or through the DIMG Sites, the possibility of our use or display of your Solicited Submissions (as defined below in Section 3, entitled "SUBMISSIONS") and the possibility of the publicity and promotion from our use or display of your Solicited Submissions.

2. USE OF CONTENT

The Site is only for your personal use. You may not use the Site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity as determined in our sole discretion.

All information, materials, functions and other content (including Submissions, as defined in Section 3, entitled "SUBMISSIONS") ("Content") contained on Bella Bambolina Site are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, slogans, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change the Bella Bambolina Site or delete Content or features at any time, in any way, for any reason.

Except as we specifically agree in writing, no Content from the Bella Bambolina Site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Bella Bambolina Site, not even as part of a derivative work, except that where Bella Bambolina Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for your own back-up purposes), or create any derivative works based on the Site or the Content, in whole or in part, and (c) do not use the Content in an unlawful manner or in a manner that suggests an association with any of our products, services or brands. Using our Content for any other purpose, including but not limited to "re-mailing" or high-volume or automated use of the Bella Bambolina site or using any of our Content, Books or Music on any other Web site or networked computer environment, is a violation of our copyright and other proprietary rights and is strictly prohibited.

In the event that we offer downloads of software on Bella Bambolina Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your limited, personal, noncommercial home use only. We do not transfer title to the Software to you.

Except as permitted under applicable law, you may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble, adapt it, or otherwise reduce the Software to a human-readable form, except to the extent permitted by applicable law.

Use of the Site or any software, code, device or other mechanism that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client will result in immediate termination of the Bella Bambolina account reserves the right, in its sole and absolute discretion, to determine what constitutes manipulation of gameplay or game client.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS OF USE SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, SLOGANS, SERVICE MARKS, TRADE NAMES, TRADE DRESS OR OTHER PROPRIETARY RIGHTS IN THE SITE OR CONTENT, MUSIC, BOOKS OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY NOR TO AUTHORIZE YOU TO CREATE DERIVATIVE WORKS BASED ON THE CONTENT. You undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title.

3. ACCOUNTS

Bella Bambolina Site permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "Registration Data"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You shall not provide false details for a parent or guardian. You acknowledge that you may not sublicense, transfer, sell, or assign Your Membership/Bella Coin Packages or Account ID. Any attempt to sublicense, transfer, auction, sell or assign the Membership or Account ID is void, and such attempts, regardless of whether made by Account Holder, will result in immediate termination of Account.

You also agree to promptly notify us at Bella Bambolina Fun@BellaBambolina.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account at the end of each session.

Subject to applicable law, we may suspend or terminate your account and your ability to use the Bella Bambolina Site or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

Users shall comply with any applicable currency exchange control requirements. Before completing your transaction, you may review the transaction and correct mistakes and/or withdraw from the transaction. Access to the Service is available immediately on payment of the subscription transaction fee.

4. E-COMMERCE

From time to time, You may purchase goods or services on our sites or applications, including to play games or purchase tickets or other goods. You

acknowledge that only an adult (18 years or older) can enter into and complete any such transaction.

When you sign up to our virtual world and other ongoing services you have the right to cancel your subscription in writing up to 14 working days after you first sign up. Bella Coin purchases are non-refundable. Bella Coins EXPIRE one year from purchase.

You may contact us to cancel an auto-renewal or recurring charge as disclosed to You on the relevant site or application by:

email: fun@BellaBambolina.com

post: 485 Underhill Blvd, Suite 200, Syosset, NY 11791

telephone: +1 516-238-0049

Our information practices, including how we collect, use and disclose personal information are set forth in the Privacy Policy.

The period of the auto-renewal of any subscription or coin purchase shall be the same as the period of initial subscription, unless otherwise disclosed to You at the time of purchase. Any charges made in connection with recurring payments or automatic renewals or coin packages shall be made at the rate that was in effect at the time of purchase of the service, unless we notify of a change you before such charge is made.

With respect to virtual currencies and/or goods, You understand that they can only be used in connection with the Bella Bambolina Site and only in the virtual worlds where You obtained them and except for the right to use such items in the virtual world, You have no other right or title in or to any such items and we may control, modify, discontinue manage or otherwise regulate these items from time to time. You understand that these items cannot be traded outside of the virtual world for money or other items for value.

Right of Withdrawal

You can withdraw from your contractual statement within 14 days without giving reasons by sending a notice in text form (e.g. a letter, facsimile or email). The deadline begins after the receipt of these instructions for the right of withdrawal in text form, however, but not before the conclusion of the contract and not before we have fulfilled our information duties pursuant to Art. 246 sec. 2 in conjunction

with sec. 1 para. 1 and 2 Introductory Law to the German Civil Code as well as our obligations pursuant to sec. 312e para. 1 sentence 1 German Civil Code in conjunction with Art. 246 sec. 3 Introductory Law to the German Civil Code. To keep the deadline it is sufficient to send the notice of withdrawal in due time. The withdrawal is to be addressed to:

Fun@BellaBambolina.com

Bella Bambolina, 485 Underhill Blvd, Suite 200, Syosset, NY 11791

5. COOPERATION; REMOVAL OF SUBMISSIONS

Without prejudice to any of our other rights under these terms of use or at law, we reserve the right to (a) refuse to post or communicate or remove any Submission from Bella Bambolina Site that violates these terms of use (including the Rules of Conduct) and (b) to the extent we are able to do so under applicable law, identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these terms of use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property.

6. DISCLAIMERS

SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO BELLA BAMBOLINA SITE OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM ANY DIMG SITE IS PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SUBJECT TO APPLICABLE LAW, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY AND NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT BELLA BAMBOLINA SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION

OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. PLEASE NOTE, HOWEVER, THAT THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, IN PARTICULAR THE LEGAL WARRANTY FOR LATENT DEFECTS FOR USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS.

The content of Bella Bambolina Site is intended for educational and entertainment purposes only. Such content is not intended to, and do not, constitute legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. You should not act or refrain from acting on the basis of any content included in, or accessible through, the Bella Bambolina Site without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue from a lawyer or professional licensed in the recipient's state, country or other appropriate licensing jurisdiction.

7. GAME PLAY AND LATENCY

To support smooth operation of the Site across a wide geographic areas we maintain our game play to work in a timely manner. We are NOT responsible for site downtime, up time or server issues. .

8. INDEMNIFICATION

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our group undertakings (as defined under the United Kingdom's Companies Act 1985), and our and our group undertakings' licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your use of the Bella Bambolina Site and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel

and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

9. LIMITATION OF LIABILITY

TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE DO NOT LIMIT IN ANY WAY OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR OUR FRAUDULENT MISREPRESENTATION OR CONCEALMENT OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR GROUP UNDERTAKINGS, OUR AND OUR GROUP UNDERTAKINGS' LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, BELLA BAMBOLINA SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A DIMG SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO BELLA BAMBOLINA SITE. MOREOVER, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

SUBJECT TO APPLICABLE LAW, WE MAY TERMINATE YOUR FURTHER ACCESS TO BELLA BAMBOLINA SITE OR CHANGE THE BELLA BAMBOLINA SITES OR DELETE CONTENT OR FEATURES IN

ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON WITHOUT LIABILITY.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

10. AMENDMENT

Subject to applicable law, at any time, we may amend these terms of use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these terms of use, we will notify you of such amendment by sending you an e-mail at the last e-mail address that you provided us, and/or by posting notice of such amendment on the Web sites covered by these terms of use. Any such amendment to these terms of use will be effective thirty (30) calendar days following either our dispatch of an e-mail notice to you or our posting of notice of the changes on the Web Sites. Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

11. TERMINATION

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of the Site and destroying all materials obtained from the Site and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise.

We may immediately terminate these terms of use with respect to you in our absolute discretion including, without limitation, if you breach or fail to comply with any material term or provision of these terms of use. Upon termination, you must cease use of the Site and destroy all materials obtained from the Site and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of your account, at our sole

discretion, and you may be reported to appropriate law-enforcement agencies.

12. GENERAL PROVISIONS

Subject to the requirements of applicable consumer rights and other laws, these terms of use shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. These terms of use take effect as an agreement and separately as a notice which limits the basis on which Bella Bambolina makes the Bella Bambolina site available. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY DIMG SITE MUST COMMENCE WITHIN ONE (1) YEAR (OR THE MINIMUM APPLICABLE STATUTORY PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

Supply of goods, services and software through Bella Bambolina is subject to United States export control and economic sanctions requirements. By acquiring any such items through Bella Bambolina Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through Bella Bambolina Site if: 1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the United States of America Treasury Department's Specially Designated Nationals List or the United States of America Commerce Department's Denied Persons List, Unverified List or Entity List or 2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

13. ADDITIONAL TERMS

Apple Additional Terms -- The following additional terms and conditions apply with respect to our applications designed for use on an Apple iOS-powered mobile device (“iOS App”):

1. You acknowledge that these terms of use are concluded between you and us only, and not with Apple, Inc. (“Apple”). We, and not Apple, are solely responsible for our iOS App and the services and Content available thereon.
2. You agree that your use of our iOS App shall be subject to the Usage Rules set forth in Apple’s then-current App Store Terms of Service.
3. The parties agree that Apple shall have no obligation to provide maintenance and support services with respect to our iOS App.
4. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
5. You agree that we, and not Apple, are responsible for addressing any claims by you or any third party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. You agree that we, and not Apple, shall be responsible for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
8. You agree to comply with all applicable third party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
9. The parties agree that Apple and Apple’s subsidiaries are third party beneficiaries to the terms of use applicable to our iOS App. Upon your acceptance of the terms of use, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms of use against you as a third party beneficiary thereof.
10. Questions, complaints and claims with respect to our iOS App should be directed to:

Bella Bambolina
485 Underhill Blvd, Suite 200, Syosset, NY 11791.
Attention: Mobile Apps

or e-mail us at fun@BellaBambolina.com
(If you are not 18 years of age or older, you should get your parent or guardian's permission to contact us.)

Please be assured that any personal information that you provide in communications to the above e-mail and postal mail addresses and telephone numbers will only be used for purposes of a response, and will not be used to send you promotional materials, unless you so request.

Android Additional Terms -- The following additional terms and conditions apply with respect to our applications designed for use on an Android-powered mobile device (“Android App”):

1. You acknowledge that these terms of use are concluded between you and us only, and not with Google, Inc. (“Google”). We, and not Google, are solely responsible for our Android App and the services and Content available thereon.
2. You agree that your use of our Android App shall be subject to the then-current Android Market Terms of Service.
3. Google Inc., as provider of the Android Market, shall have no obligation or liability to you with respect to our Android App or these terms of use.
4. You acknowledge and agree that Google is a third party beneficiary to the terms of use applicable to our Android App.