

Terms of Use

THIS TERMS OF USE IS A LEGALLY BINDING AGREEMENT between you and Oaklandisco LLC ("Oaklandisco", "we" or "us"). By using the Oaklandisco.com website ("Site") or any other Oaklandisco Services (as defined below), you agree to all the terms and conditions of this Terms of Use ("Terms of Use"). If you are entering into this Terms of Use on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not proceed with the registration process or use our Service. This Terms of Use governs our Site and our apps, games, services, features and content (collectively, the "Service") accessible or downloadable from the Site or third party app stores or other sources.

A. Your Acceptance of the Terms of Use:

Please carefully read these Terms of Use, which affect your legal rights and obligations. By registering for an Account or otherwise using the Service, you represent that (1) you are age 13 or older, (2) you understand and agree to these Terms of Use, and (3) if you are between the ages of 13 and 18, your legal guardian has reviewed and agrees to these Terms of Use. By accepting these Terms of Use, you are also consenting to the collection, use and disclosure of your information as described in our Privacy Policy at www.Oaklandisco.com/privacy.

IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS VOID WHERE PROHIBITED.

B. Changes to the Terms of Use and the Service:

Oaklandisco reserves the right to change or modify these Terms of Use at any time in its sole discretion. Any such change or modification will be effective immediately upon posting on the Service, and your continued use of the Service after any changes or modifications to these Terms of Use are posted will constitute your acceptance of and agreement to such changes or modifications. If you object to any change or modification, your sole recourse shall be to cease using the Service. YOU AGREE THAT Oaklandisco SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CHANGE OR MODIFICATION TO THESE TERMS OF USE.

Except as may be expressly specified otherwise by Oaklandisco with respect to paid portions of the Service, Oaklandisco reserves the right to add, change, suspend or discontinue the Service, or any aspect or feature of the Service, without notice or liability.

C. Relationship to Other Agreements:

Your use of the Service or portions of the Service may also be subject to the terms and conditions of one or more related third party agreements ("Third Party Agreements"), such as agreements governing your download of or access to applications that are part of the Service by means of a third party website or source. In the case of any conflict between any Third Party Agreement and these Terms of Use with respect to Oaklandisco or any aspect of the Service, these Terms of Use will control.

D. Registration, User Data and Accounts:

You may register for a user account that enables you to post content to a blog, message board, chat room or other forum (an "Account"). You also may be required to otherwise provide information about yourself in order to use the Service. You agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service and (ii) maintain and promptly update such data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete or not current, Oaklandisco has the right to suspend or terminate your Account and refuse any and all current or future use of the Service by you.

Each user of the Service is allowed a maximum of one Account per Device. A "Device" must embed Apple's operating system or the Android operating system. You may not sell, trade, or otherwise transfer or assign your Account to another party, except as expressly provided in Section E of these Terms of Use. You are responsible for maintaining the confidentiality of your password and Account and agree not to provide your login information to any other party. You are fully responsible for all activities that occur under your password or Account with or without your knowledge. You agree to immediately notify Oaklandisco of any unauthorized use of your password or Account or any other breach of security.

E. Rights to Use the Service:

Subject to your compliance with these Terms of Use, Oaklandisco grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and display, solely for your personal, non-commercial use, solely on a single computer to access the Site and solely on a Device to access Oaklandisco's applications, the following: (a) such portions of the Service as are freely accessible from the Oaklandisco Site or that are, with Oaklandisco's authorization, made freely accessible from third party websites or sources, and (b) provided that you have paid the applicable fees and satisfied applicable conditions, such other portions of the Service accessible on a for-payment basis. You may transfer your Account or portions of the Service from one Device to another only as expressly authorized and enabled by Oaklandisco through the Service. You will be allowed to transfer the Service to a new Device so long as you are the owner of both the old and new Devices and the Account being transferred. After you transfer the Service to a new Device, it will be automatically removed from the old Device. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms of Use or (ii) copy, adapt, modify, prepare derivative works based upon, derive the source code from, reverse engineer, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or any portion of the Service, except as expressly permitted in these Terms of Use. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Oaklandisco or its licensors, except for the licenses and rights expressly granted in these Terms of Use. Without limiting the generality of Section B above, Oaklandisco reserves the right to modify the license and restrictions set forth in this section and elsewhere in these Terms of Use in accordance with the terms and conditions of these Terms of Use, including without limitation by charging fees for such license.

F. Service Materials, Ownership, Trademarks and Feedback:

Except for Your Content (as defined below) and except as otherwise expressly set forth in these Terms of Use, as between you and Oaklandisco, Oaklandisco and its licensors own and will retain ownership of all right, title and interest in and to the Service and the Service Materials. "Service Materials" means all information and materials that are part of the Service, including without limitation the following: photographs; graphics; layout; text; images; audio; video; designs; advertising copy; data; logos; domain names; trademarks, service marks, trade names and other source identifiers; any and all copyrightable material, including software; the "look and feel" of the Service or portions thereof; the compilation, assembly and arrangement of the materials of the Service or portions thereof; and User Content. You

acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading Service Materials or by purchasing any Virtual Currency or Virtual Goods (each as defined below).

You acknowledge and agree that the Service Materials are protected by, and their use, copying and dissemination may be restricted by, applicable intellectual property and other laws in both the United States and other jurisdictions. All rights not expressly granted by these Terms of Use are reserved by Oaklandisco and its licensors, and no license is granted hereunder by estoppel, implication or otherwise. You agree not to encumber, license, modify, publish, copy, sell, transfer, transmit or in any way exploit, any portion of the Service or Service Materials other than Your Content (as defined below), nor will you attempt to do so, except as expressly permitted in writing by Oaklandisco and, as applicable, the owner of such Service Materials (from whom you are solely responsible for obtaining permission).

The term Oaklandisco, the Oaklandisco logo and other Oaklandisco LLC logos and product and service names are trademarks and service marks of, and are owned by, Oaklandisco. Except as expressly set forth herein, you may not use or display such trademarks in any manner without Oaklandisco's prior written permission. All third party trademarks and service marks appearing on the Service are the property of their respective owners. All rights are reserved therein. Use of any Oaklandisco trademarks or service marks as "metatags" on other websites is prohibited.

If you provide Oaklandisco with comments, suggestions or feedback about, or in connection with, the Service (collectively, "Feedback"), you agree that such Feedback shall be the exclusive property of Oaklandisco, and you hereby assign all rights, title and interest in and to such Feedback to Oaklandisco. You agree that unless otherwise prohibited by law, Oaklandisco may use, sell, disclose and otherwise exploit the Feedback in any way and for any purpose, without restriction and without compensation to you.

G. User Content:

The Service may invite or enable you and other users to create, submit, post, display, transmit, perform, publish or distribute communications, content and materials (including without limitation text, writings, photographs, graphics, images, comments, personally identifiable information and so forth), including by making the foregoing available to Oaklandisco and other users of the Service, whether via e-mail or through online forums, message boards, messaging services, blogs or other functionality of the Service or portions thereof (collectively, "User Content"). Oaklandisco has no obligation to accept, display, review, maintain or otherwise exploit any User Content.

You understand that all User Content available in connection with the Service is the sole responsibility of the person from whom such User Content originated. Oaklandisco has no obligation to pre-screen, review, examine, evaluate or otherwise monitor any User Content for accuracy, completeness, timeliness, validity, legality, decency, quality, integrity, usefulness or any other quality. Oaklandisco makes no, and hereby disclaims any and all, warranties or other guarantees with respect to User Content. You understand that your use of the Service is at your own risk and that by using the Service, you may be exposed to User Content that is offensive, indecent, objectionable or that does not otherwise meet your needs. You agree that you must evaluate, and bear all risks associated with, the use of any User Content available in connection with the Service. Under no circumstances will Oaklandisco be liable in any way for any User Content made available via the Service, including, but not limited to, any errors or omissions in any such User Content, or any loss or damage of any kind incurred as a result of the use of such User Content.

Notwithstanding the foregoing, Oaklandisco reserves the right in its sole discretion to pre-screen, review, monitor, refuse, remove from the Service, censor, edit, alter, delete, disable access to or otherwise make unavailable any User Content (including without limitation Your Content) without notice for any reason, including without limitation the violation of these Terms of Use, or for no reason, at any time. You may bring User Content that you believe violates these Terms of Use, or other inappropriate user behavior, to Oaklandisco's attention by emailing support@Oaklandisco.com.

H. Your Content:

User Content that you make available in connection with the Service is referred to herein as "Your Content." You agree that Your Content is not confidential. You further agree that Your Content will not be returned to you.

You represent and warrant that Your Content is wholly original to you and that you exclusively own the rights to Your Content, including the right to grant all of the rights and licenses in these Terms of Use without Oaklandisco incurring any third party obligations or liability arising out of its exercise of such rights and licenses. Oaklandisco does not claim any ownership rights in Your Content and, except as expressly set forth herein, nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit Your Content.

You hereby grant to Oaklandisco a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, (with the right to sublicense), to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit Your Content via the Service or otherwise. You also grant to Oaklandisco the right to sublicense and authorize others to exercise any of the rights granted to Oaklandisco under these Terms of Use. You further perpetually and irrevocably grant Oaklandisco the unconditional right to use and exploit your name, persona and likeness included in any User Content and in connection with any User Content, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any so-called moral rights you may have in Your Content, regardless whether Your Content is altered or changed in a manner not agreeable to you.

Oaklandisco has no obligation to monitor or enforce your intellectual property rights in or to Your Content.

I. Restrictions and Rules of Use:

As a condition of your use of the Service, and without limiting your other obligations under these Terms of Use, you agree to comply with the restrictions and rules of use set forth in this Section as well as any additional restrictions or rules (such as application-specific rules) set forth in the Service. The Service is for your personal and noncommercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, reverse engineer, transfer or sell for any commercial purposes any portion of the Service, use of the Service or access to the Service, except for limited reverse engineering activities that may be, and only to the extent, permitted by applicable law.

You agree to not use the Service to transmit, make available or otherwise promote or support:

(a) any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, sexual, libelous, invasive of another's privacy, hateful, discriminatory or disparaging or otherwise objectionable or inappropriate;

(b) any User Content that promotes illegal activity, such as drug use;

(c) any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

(d) any User Content that infringes any patent, trademark, trade secret, copyright or other intellectual property, proprietary or other rights of any party;

(e) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(f) any spyware, passive collection mechanism or any other code or material that acts as a passive or active information collection or transmission mechanism;

(g) cheats, hacks, cracks, malicious programs, viruses or any other computer code, files or programs that have the effect of or are intended to modify, impair, disrupt, destroy, interfere with or limit the functionality of the Service or any portion thereof, take control of any computer software, hardware or telecommunications equipment or interrupt any user's uninterrupted use and enjoyment of the Service; or

(h) unreleased Service content (such as in-game items or equipment), areas that have been unlocked by hacking into client data files, or data not available through normal operation or game play on any portion of the Service.

You further agree not to:

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(ii) interfere with, disrupt or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;

(iii) use the Service to intentionally or unintentionally violate any applicable local, state, national or international law;

(iv) use the Service to harm minors in any way;

(v) use the Service to reveal any personal information about another individual, including any information that may be used to track, contact or impersonate that individual;

(vi) defraud or mislead Oaklandisco or other users or otherwise engage in any suspicious activity;

(vii) use the Service to engage in any commercial activity, including without limitation any attempt to raise money for any party or any purpose or advertise, promote or attempt to trade or sell a website, pyramid scheme, multi-tiered marketing scheme or any other product or service of any kind;

(viii) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

(ix) create any Account by automated means or false pretenses, create more than one Account per Device, or use any other user's Account for any purpose, including to circumvent a suspension or ban;

(x) cheat or use, develop or distribute automation software programs ("bots"), "macro" software programs or other "cheat utility" software program or applications which are designed to modify the Oaklandisco experience to the detriment of fair play; or

(xi) sell or transfer the Service (or any portion thereof), your Account or access to your Account in exchange for legal tender or other actual currency, or for other goods, services or items of monetary value.

You also agree not to access the Service: (x) by any means other than through the interface that is provided by Oaklandisco for use in accessing the Service; (y) through any automated means (including the use of any script, web crawler, robot, spider, or scraper); or (z) by forging or manipulating identifiers in order to disguise the origin of any access to the Service. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable User Content, and you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside.

In addition, you agree not to use the Service or any portion of the Service that enables communications, (for example, email, online forums, message boards, messaging services or blogs), to: (1) excessively communicate the same phrase, similar phrases, or gibberish; (2) create undue discontent or disturbances among other users, such as by picking fights, making off-topic posts in forums or insulting other users of the Service; (3) post or transmit non-constructive comments; (4) abuse any functionality enabling reporting to Oaklandisco by sending false alarms or nonsensical messages; (5) bump forum threads; (6) number threads or post other non-contributory posts, such as IBTL (i.e., in before the lock), TLDR (i.e., "too long; didn't read") or "First!" posts; (7) commit other actions that Oaklandisco considers, in its sole discretion, to be "flaming," "trolling" or "spamming"; (8) create new threads about existing topics or separate threads about an existing topic for further discussion in more than one forum (e.g., cross-postings); or (9) links to threads from other forums unless previously approved by a moderator.

These rules of use are not meant to be exhaustive, and Oaklandisco reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the spirit of the Services and to take action - up to and including termination of your Account and exclusion from further participation in the Services.

J. Virtual Currency and Goods:

The Service may include virtual currency, such as cash, coins, points or similar that may be earned or obtained through the Service or otherwise purchased by you for legal tender or actual currency, subject to applicable law (such virtual currency, "Virtual Currency"). The Service may also include virtual digital items, such as assets, commodities, abilities or other goods that may be earned or obtained through the Service or otherwise purchased by you for legal tender or actual currency, or for Virtual Currency, subject to applicable law (such virtual items, "Virtual Goods"). Oaklandisco reserves the right, at any time and at its sole discretion, to manage, regulate, control, modify or eliminate Virtual Currency and/or Virtual Goods, and Oaklandisco shall have no liability to you or any third party for the exercise of such rights. You shall have a limited, personal, revocable, non-transferable, non-sublicensable license to use solely within the Service in accordance with these Terms of Use any Virtual Goods and Virtual Currency that you have earned, purchased or otherwise obtained in a manner authorized by Oaklandisco. You have no other right, title or interest in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service.

You hereby acknowledge and agree that the transfer of Virtual Currency and Virtual Goods is strictly prohibited except where expressly authorized in the Service. Outside the Service, you shall not sell, redeem or otherwise transfer Virtual Currency or Virtual Goods to Oaklandisco, any other user of the Service or any other party.

You agree that all sales of Virtual Currency and Virtual Goods are final and, except as determined by Oaklandisco in its sole and absolute discretion, non-refundable. You acknowledge and agree that upon termination of these Terms of Use, your Account or the Service for any reason, including upon Oaklandisco's discontinuation of the Service or applicable portion thereof for any reason, all Virtual Currency and Virtual Goods will be forfeited by you, and Oaklandisco will have no liability to you in connection therewith.

K. Posting On Other Websites and Linking to the Service:

Subject to these Terms of Use, Oaklandisco agrees to grant you a limited, revocable, non-exclusive, non-transferable license to post your personal Account profile information, such as your achievements in applications that make up part of the Service, and such other Service Materials as Oaklandisco may authorize in writing, for non-commercial purposes only and only on your personal website or on a third party website that permits posting of such content at the direction of users, provided that such third party website (i) is not a commercial competitor of Oaklandisco, (ii) does not criticize, or take other actions that could reasonably be expected to result in harm to, Oaklandisco, (iii) does not obtain any rights to such posted content other than a non-exclusive license to post it at your direction, (iv) does not charge for access to such content and does not associate products, services or advertising with such content, and (v) together with all websites to which it links, complies with all applicable laws, does not in any way threaten or violate the intellectual property or other rights of any kind of any third party and does not host, post, publish, distribute, disseminate or facilitate any content that, if User Content posted on the Service, would violate these Terms of Use (each such third party website, an "Authorized Website"). Oaklandisco agrees to grant you a non-exclusive, limited license, revocable at Oaklandisco's discretion, for you to link to Oaklandisco's home page from any Authorized Website. You may not display the Service or any portion thereof in frames or "in-line links" without express written permission from Oaklandisco.

L. Termination:

These Terms of Use will remain effective until terminated by either party. You may terminate these Terms of Use at any time and for any reason by (a) uninstalling the Oaklandisco app (or, if you have not installed any Oaklandisco apps, by sending an email to support@Oaklandisco.com notifying Oaklandisco of your termination), (b) deleting or otherwise destroying all Service-related materials and (c) ceasing use of the Service.

Oaklandisco may terminate these Terms of Use, your Account and your access to the Service (or, at Oaklandisco's sole option, applicable portions of the Service) at any time and for any reason. Oaklandisco may, at its option and in its sole discretion, precede any such termination by issuing you a warning or other notice, such as upon your violation of these Terms of Use. However, you acknowledge that Oaklandisco is not required to provide you with any such notice or warning prior to any such termination under this Section. In addition, Oaklandisco may notify authorities or take any actions it deems appropriate (including without limitation suspending your Account and your access to the Service), without notice to you if Oaklandisco suspects or determines that you may have (i) failed to comply with any provision of these Terms of Use or any policies or rules established by Oaklandisco; or (ii) engaged in actions relating to or in the course of using the Service that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, Oaklandisco, any third parties or the Service itself.

You may, as the result of termination, lose your Account and all information and data associated therewith, including without limitation your usernames, avatars, in-application characters and achievements, Virtual Currency and Virtual Goods, as applicable. You acknowledge and agree that upon any termination permitted under these Terms of Use for any reason, whether by you or Oaklandisco, you

will not be entitled to and Oaklandisco will not be liable to you or any third party for any refund, reimbursement or other liability. If Oaklandisco terminates your Account, you may not participate in the Service or any other Oaklandisco service without Oaklandisco's express written permission. To request permission for post-termination participation in a Oaklandisco service, email support@Oaklandisco.com. Oaklandisco reserves the right to refuse to keep Accounts for, and provide Oaklandisco services to, any individual. You shall not allow individuals whose Accounts have been terminated by Oaklandisco to use your Account.

M. Disputes With Others:

You are solely responsible for your interaction with other users of the Service and other parties that you come in contact with through the Service. Oaklandisco hereby disclaims any and all liability to you or any third party relating to your use of the Service. You will cooperate fully with Oaklandisco to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting Oaklandisco access to any password-protected portions of your Account. Oaklandisco reserves the right, but has no obligation, to monitor and manage disputes between you and other users of the Service.

N. Disclaimers of Warranties and Damages, Limitations of Liability:

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND.

THE Oaklandisco PARTIES (AS DEFINED BELOW) HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, THE SERVICE MATERIALS AND ANY AND ALL USER CONTENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE Oaklandisco PARTIES MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS OR THE SERVICE MATERIALS OR USER CONTENT WILL BE VIEWABLE TO YOU; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT ERRORS WILL BE CORRECTED; OR (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR ANY SERVICE MATERIALS OR USER CONTENT WILL BE ACCURATE OR RELIABLE.

THE "Oaklandisco PARTIES" ARE COMPRISED OF Oaklandisco AND ITS AFFILIATES AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS.

UNDER NO CIRCUMSTANCES SHALL THE Oaklandisco PARTIES BE RESPONSIBLE OR LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY Oaklandisco PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Oaklandisco or any other Oaklandisco Party may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope and duration of such warranty and the extent of Oaklandisco's and such Oaklandisco Party's liability shall be the minimum permitted under such applicable law.

O. Links to External Locations and Third Party Websites:

The Service may contain links to third-party websites or resources. You acknowledge and agree that Oaklandisco is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Oaklandisco of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Oaklandisco may remove any links at any time for any reason or for no reason.

P. Indemnification:

You agree to indemnify, defend and hold the Oaklandisco Parties harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) made by a third party due to or arising from (1) information in your Account and any information you (or anyone accessing the Service using your password) submit, post or transmit through the Service, (2) your (or anyone accessing the Service using your password) use of the Service, (3) your (or anyone accessing the Service using your password) violation of these Terms of Use or any applicable Additional Terms of Use or Third Party Agreements, and (4) your (or anyone accessing the Service using your password) violation of any rights of any other person or entity.

Q. Governing Law and Remedies:

These Terms of Use and any action related thereto or to the Service will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Use will be the state and federal courts located in the Northern District of California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. You acknowledge that the rights granted and obligations made to Oaklandisco under these Terms of Use are of a unique and irreplaceable nature, the loss of which may result in immediate and irreparable harm to Oaklandisco for which remedies at law are inadequate. Oaklandisco shall therefore be entitled to seek injunctive or other equitable relief (without the obligation to post any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief.

R. Miscellaneous:

You agree to be responsible for obtaining and maintaining all telephone, computer hardware mobile devices and other equipment needed for access to and use of the Service, and all charges related thereto.

Oaklandisco operates and controls the Service from its offices in the United States. Oaklandisco makes no representation that the Service is appropriate or available in other locations. The information and materials provided on the Service are not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject Oaklandisco to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Portions of the Service may be subject to United States export controls. You agree to comply with such export controls, as well as similar such controls in any applicable jurisdiction. Without limiting the foregoing, you agree that no software from the Service may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applicable portion of the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Oaklandisco as a result of these Terms of Use or your use of the Service. These Terms of Use constitute the entire agreement between you and Oaklandisco with respect to your use of the Service and any other subject matter hereof and cannot be changed or modified by you except as expressly posted on the Service by Oaklandisco. The failure of Oaklandisco to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision, and no waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify these Terms of Use. These Terms of Use may not be assigned by you without Oaklandisco's prior written consent, but are freely assignable by Oaklandisco. The section headings used herein are for convenience only and shall not be given any legal import. Upon Oaklandisco's request, you will furnish Oaklandisco any documentation, substantiation or releases necessary to verify your compliance with these Terms of Use. You agree that these Terms of Use will not be construed against Oaklandisco by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

You agree that the following sections of these Terms of Use will survive any termination of these Terms of Use, your Account or the Service: Section F (Service Materials, Ownership, Trademarks and Feedback), Section H (Your Content), Section L (Termination), Section M (Disputes with Others), Section N (Disclaimers of Warranties and Damages, Limitations of Liability), Section P (Indemnification), Section Q (Governing Law and Remedies and Section R (Miscellaneous).

S. Terms Applicable to Apple iOS Users:

The following terms are applicable solely if, and to the extent, you use the Services on an Apple iOS device:

- **Acknowledgement:** This Terms of Use is concluded between you and us only, and not with Apple Inc. ("Apple"). We, not Apple, are solely responsible for the Service and the content thereof.
- **Scope of License:** The license granted to you for the Service is limited to a non-transferable license to use the Service on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
- **Maintenance and Support:** We are solely responsible for providing any maintenance and support services with respect to the Service, as specified in the Terms of Use, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service.
- **Warranty:** We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Service. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- **Product Claims:** We, not Apple, are responsible for addressing any claims of you or any third party relating to the Service or your possession and/or use of that Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or

similar legislation. The Terms of Use does not limit our liability to you beyond what is permitted by applicable law.

- **Intellectual Property Rights:** In the event of any third party claim that the Service or your possession and use of that Service infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** 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.
- **Developer Contact:** Any questions, complaints or claims with respect to the Service should be directed to Oaklandisco LLC at the email address listed below.
- **Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using the Service, e.g., if you use the Service through a social network, you must not be in violation of the social network agreement or terms of use when using the Service.
- **Third Party Beneficiary:** Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms of Use and 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.

Privacy Policy

Oaklandisco LLC, its subsidiaries and affiliated companies ("Oaklandisco" or "we") provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive from users of (i) the website located at <http://www.Oaklandisco.com> (the "Site"), including any services, features and content accessible or downloadable from the Site, and (ii) any other Oaklandisco application, service or product licensed, downloaded or otherwise accessed by such users through third party websites or sources ((i) and (ii) collectively, the "Service").

Acceptance and Consent:

By registering for a user account that enables you to post to the Forums (the "Account"), and/or using the Service, you agree to the terms and conditions of this Privacy Policy, and you consent to the collection, use and disclosure of your information by Oaklandisco in accordance with the terms and conditions of this Privacy Policy. If you do not agree to the terms and conditions of this Privacy Policy, please do not provide us with any information and do not use the Service.

Changes to the Privacy Policy:

Oaklandisco reserves the right, in its sole discretion, to change or modify this Privacy Policy at any time by posting the changed or modified version of the Privacy Policy on the Site. Any such changes or modifications will be effective immediately upon posting. If we make any changes to this Privacy Policy, we will change the Last Revised date below.

Information Collection and Use:

Our primary goals in collecting and using information are to provide and improve the Service, to administer and assist you in administering your Account on the Service, and to provide you with a better experience with the Service. We store and process information in the United States.

Personal Information and Non-Personal Information

Oaklandisco may collect personal and non-personal information from you when you use the Service. Personal information is information that specifically identifies an individual, including, but not limited to, an individual's name, phone number, credit card or other billing information, email address and home address. This Privacy Policy in no way limits or restricts our collection of aggregate or anonymous information. In this Privacy Policy, we refer to all information collected from or about you, including personal information and non-personal information, as "Your Information."

Use of Account

We may collect Your Information, including your email address, in connection with your creation of an Account. You can register for an Account via a Oaklandisco application. Certain of Your Information, such as your username and other information, may always be publicly visible by other users of the Forums, including when such users view your Account profile page. Your email address will not be publicly visible unless you choose to make it visible in your Account profile page. When you register for an Account or later access your Account, you may be able to adjust settings and preferences within your Account to choose whether to share and make publicly visible other pieces of Your Information, and the Service may display Your Information based on the settings and preferences you choose. We encourage you to consider carefully what information to share as part of your Account profile and elsewhere in the Service, and we recommend that you guard your anonymity and sensitive information and not use your real name as your username, as that may allow other users of the Service to identify you. Any information you choose to share should reflect how much you want other users of the Service to know about you. You can review and revise your Account profile information at any time.

We may also request and collect Your Information when you administer or personalize your Account after registration or otherwise interact with the Service. For example, we may collect Your Information both when you enter promotions on or in connection with the Service as well as in connection with your transactions (such as, but not limited to, donations or the purchase of products) through the Service or with Oaklandisco's advertisers. Such transaction-related information may include payment information, such as information regarding your account with an online payment service provider, and information about your use of products and services offered by our advertisers.

Use of Applications

When you launch any of our applications, we collect information regarding your device type, operating system and version, carrier provider, IP address, Media Access Control (MAC) address, International Equipment Mobile ID (IMEI), whether you are using a point package, the game version, the device's geo-location, language settings, and unique device ID. In addition, we create a unique user ID to track your use of our Service. This unique user ID is stored in connection with your Account profile information to enable us to move Your Information to a new device at your request. In addition, it may be used to link a character with which you play our games to your username on the Forums. When you play our games, we also collect information about your play and interaction with other users and the Service.

We may collect Your Information, such as your name or email address, from third party websites or other sources from which you download or access Oaklandisco applications, services or products that also make up part of the Service.

We use Your Information to provide the Service, to attempt to provide you with a better experience, to improve the quality and value of the Service and to analyze and evaluate how the Service is used. We may also use Your Information to serve you specifically, for instance, by delivering products or advertisements to you according to your preferences or restrictions. We may also use Your Information to contact you with communications such as Oaklandisco newsletters, marketing or promotional materials and other information that may be of interest to you.

SMS Notifications & Push Notifications

We receive and store the information you provide, including your telephone number, when you sign up to have SMS notifications sent directly to your mobile device. These messages notify you of in-game activity and may allow you to play the game from your phone. With your consent we may send push notifications to your mobile device to provide game updates and other relevant messages.

Communications Features

You may be able to take part in certain activities in our applications that give you the opportunity to communicate or share information with Oaklandisco and other users of our Service. These include: (a) participating in player forums and message boards, (b) posting comments to other users' profiles, (c) sending private messages or invitations to other users, (d) chat with other users, and (e) posting photos.

We may record and store archives of these communications. You acknowledge and consent to the recording and storage of such communications.

Log Data, Cookies and Web Beacons

When you browse certain portions of the Service, we may automatically collect and record standard user information and clickstream data about your visit (through the use of cookies and otherwise) as part of our analysis of the use of the Service. For example, when you visit or request a web page from our server, we may record the IP address of your machine, the time, date and URL of the request and information about the browser being used, and other information regarding the visit, such as the pages visited on the Service, the time spent on each page, any advertisements clicked and any search terms used (collectively, "Log Data"). Log Data may be aggregated and used to monitor and analyze use of the Service and to enable us to analyze traffic and trends, administer and improve the Service, identify and keep track of errors and bugs, and gather broad demographic information to become more familiar with where visits to the Service originate, how often the Service is visited and what parts of the Service are visited most often. We may also share such information with third party service providers assisting us with the foregoing and with our advertisers. For example, some of this information may be collected and used so that when you visit the Service again, it will recognize you and serve advertisements and other information appropriate to your interests. We also use this information to verify that visitors to the Service meet the criteria required to process their requests. We may link Log Data to Your Information for tracking and analyzing our customers' use of the Service to help improve the Service, to tailor the Service to their needs and to enforce the Terms of Use.

A cookie is a small data file that we transfer to your computer's hard drive. Like many websites, we also use "cookie" technology to collect additional website usage data, to improve the Service and in some cases to enable you to more easily log in to your Account. We do not use cookies to collect personal information. However, we may combine information collected through the use of cookies we issue with personal information that you provide to us. Oaklandisco may use both session cookies and persistent cookies to better understand how you interact with the Service, to monitor aggregate usage by our users and web traffic routing on the Service, and to improve the Service and our other products and services. A session cookie enables certain features of the Service and is deleted from your computer when you disconnect from or leave the Service. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser help file directions. Most Internet browsers automatically accept cookies.

We may feature advertisements served by third party advertising companies which deliver cookies to your computer or device so the advertisements you see can be tracked. These advertisers may use information about your visits to our Service in order to provide advertisements about goods and services of interest to you.

You can instruct your web browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If your browser is set to refuse all cookies, however, some features of the Services may not function properly.

We and third party advertising companies may collect information using Web beacons. Web beacons or "gifs", are electronic images that may be used on our Site, in our Service or in our emails. We use Web beacons to deliver cookies, count visits and to tell if an email has been opened and acted upon. Advertisers may use web beacons in connection with our Service in order to collect and use data regarding advertisement performance and your interests for the purpose of delivering relevant advertising to you.

Sharing Your Information

We may share Your Information with third parties with whom we have a business relationship such as advertisers, ad networks and analytics providers. The information shared with these third parties may be used for industry analysis, ad targeting, tracking ad conversions or demographic profiling, or other purposes related to providing the Services to you.

We may employ third party companies and individuals to facilitate the Service, to provide the Service on our behalf, or to assist us in analyzing how the Service is used. These third parties have access to Your Information to perform these tasks on our behalf and we use good faith efforts to obtain their commitment not to use Your Information for any other purpose. We may also provide Your Information to our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe will be of interest to you.

We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Oaklandisco or any third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable.

The foregoing applies to personally identifiable information, not aggregated or anonymous information. We may share aggregated or anonymous information about you and other users with advertisers, publishers, business partners, sponsors, and other third parties, in which case such information may be disclosed and used for a broad range of commercial purposes without limitation.

Facebook Connect:

If you use one of our applications and connect to your Facebook account within such application, you will be providing us with basic account information i.e., user ID, name, email, gender, birthday, current city, profile picture URL and the user IDs of your friends who have also connected with our applications. In addition, we will cache data we receive from the Facebook APIs to improve our user experience. If you want us to delete the data we receive from Facebook about you, please contact us at support@Oaklandisco.com.

Offer Wall:

We may display an "offer wall" in our applications that is hosted by an offer wall provider. The offer wall allows third party advertisers to provide virtual currency to users in exchange for interacting with an advertisement or for completing a marketing offer that may include signing up for an account with one of those advertisers. These are not offers made by Oaklandisco. These offers may be displayed to you based on certain technical information, such as your geographic area or anonymous demographic information. After clicking on one of these advertisements, you will no longer be on a Service hosted by Oaklandisco. To properly credit user accounts and to prevent fraud, a unique identifier and other personal information will be shared with the offer wall provider.

Invite a Friend:

You may decide to provide us with another party's email address to allow us to contact and invite that party to visit or join the Service or so that Oaklandisco may facilitate your communication with such other party through methods of communication enabled by the Service (such as when you upload an address book). Such email addresses will be used only for the purpose of sending email communications to the addressee.

Forums:

Oaklandisco may at times offer you the ability to post content to a blog, message board, chat room or within Oaklandisco's applications or other forums ("Forums"). In order to do so, you may be required to provide personal information. You should be aware that any visitor to the Forum may read your postings on the Forum. Furthermore, any information that you may post to a Forum, including your username or other Account profile information, will be disclosed and available to all users and viewers of that Forum, and will therefore no longer be private. Oaklandisco cannot guarantee the security of such information that is disclosed or communicated online in public areas such as the Forums, and you provide such information at your own risk. Oaklandisco does not author, edit, endorse, or monitor any Forum. You acknowledge and agree that Oaklandisco has no responsibility for the accuracy or availability of information provided on any Forum. Oaklandisco reserves the right at any time, in its sole discretion, to remove any content that a user may post on any Forum and restrict their access to any Forum.

Security:

Oaklandisco takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties. Although we make good faith efforts to store the information collected on the Service in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining access to this information. We do not warrant or represent that your Account or any of Your Information will be protected against, loss, misuse, or alteration by third parties.

Information Transfers:

Oaklandisco reserves the right to transfer Your Information in connection with a change or transfer of Oaklandisco's ownership or a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

International Users:

If you are located outside the United States and choose to provide information to us, Oaklandisco transfers Your Information to the United States and processes it there. You hereby consent to any such transfer.

Third Party Links:

The Service may contain links to other websites and online services ("Linked Sites"). The fact that we link to a third party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their privacy policies or practices. You acknowledge and agree that we are not responsible for the privacy practices of such Linked Sites, and this Privacy Policy does not apply to such Linked Sites. The operators of Linked Sites may collect information about you, and may use and disclose that information. We encourage you to review the privacy policies of the Linked Sites that you use.

Opt-In and Opt-Out Policy:

We will not share your personal information in ways other than as described in this Privacy Policy unless you specifically elect to make your personal information available to third parties by selecting to "opt-in" in various places on the Service. Your "opt-in" elections will not, however, require us to share your personal information with any third parties. Further, you may "opt-out" of any prior elections and of receiving certain types of communications at any time by contacting Oaklandisco at support@Oaklandisco.com.

Notice to California Residents:

Under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family, or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities). To obtain this information please send an email message to support@Oaklandisco.com with "Request for California Privacy Information" on the subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Our Policy Regarding Children:

The Service is not directed to children under the age of 13. We do not knowingly collect or solicit personally identifiable information from children under 13. If you are under 13, please do not attempt to register for an Account on the Service or send any information about yourself to Oaklandisco. If we

become aware that a child under 13 has provided us with personal information, we will delete such information from our files.

Contacting Us:

If you have any questions about this Privacy Policy, please contact us at support@Oaklandisco.com.

Last Revised: 22 February 2013

Contact Us:

For all correspondence, please email us at support@Oaklandisco.com.

Revision date: 22 February 2013

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