

Fritz Bang Terms of Service

By downloading, installing, or using the Fritz Bang software, accessing or using the Fritz Bang website (together, the "Products" or "Services"), or accessing or using any of the content available within the Products, you agree to be bound by the terms and conditions set forth below (the "Terms.")

1. Privacy

As a condition of downloading, accessing, or using the Products, you also agree to the terms of the *ARdictive Privacy Policy*, incorporated here by reference. You understand and agree that by using the Products, you will be transmitting your device location to ARdictive, and that location may be shared publicly with other users through the game along with your submitted screen name (your code name). For example, your code name and location may be shared with all other users when you visit certain locations, similar to a check in.

2. Use of the Products - Permissions and Restrictions.

Subject to these Terms, ARdictive grants you a personal, non-commercial, non-exclusive, non-transferable license to download and use the Fritz Bang mobile application software, to access and use the Fritz Bang website and service, and to access the Content (as defined below) within the Products for your use.

"Content" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Products, including content supplied by ARdictive, its suppliers, or users.

Unless you have received prior written authorization from ARdictive (or, as applicable, from the provider of particular Content), you shall not:

- (a) copy, translate, modify, or make derivative works of the Products, the Content or any part thereof;
- (b) redistribute, sublicense, publish, sell, or in any other way make the Products or Content available to third parties;
- (c) access the Product or Content through any technology or means other than those provided by ARdictive (including without limitation automation software, bots, spiders, or hacks or devices of any kind);
- (d) extract, scrape, or index the Products or Content (including information about users or game play);
- (e) create or maintain any unauthorized connection to the Products, including but not limited to any server that emulates or attempts to emulate the Products;
- (f) delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Products or the Content; or
- (g) use the Products for any commercial purpose, including but not limited to (i) gathering in-Product items or resources for sale outside the Products, or (ii) performing services in the Products in exchange for payment outside the Product.

3. Appropriate Conduct; Compliance with Law and ARdictive Policies. You agree that you are responsible for your own conduct and content while using the Products, and for any consequences thereof. You agree to use the Products only for purposes that are lawful, proper and in accordance with the Terms, and any applicable policies or guidelines ARdictive may make available.

By way of example, and not as a limitation, you agree that when using the Products or the Content, you shall not:

- (a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including the rights of privacy and publicity) of others;
- (b) upload, post, email, transmit or otherwise make available any unlawful, inappropriate, defamatory or obscene content or message;
- (c) trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be;
- (d) upload, post, or otherwise make available commercial messages or advertisements, pyramid schemes, or other disruptive notices;
- (e) impersonate another person or entity;
- (f) promote or provide instructional information about illegal activities;
- (g) promote physical harm or injury against any group or individual; or
- (h) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.
- (i) submit fake, falsified, misleading, or inappropriate data submissions, edits or removals.

4. Content in the Products.

You understand and agree to the following:

- (a) Content, including location data, provided in the products is provided to you AS IS. It is intended for entertainment and game play purposes only, and is not guaranteed to be accurate. You should exercise

- judgment in your use of the Products and Content.
- (b) You understand that when using the Products, you will be exposed to Content from a variety of sources, including other users, and that ARdictive is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to the Content.
 - (c) You may submit Content to the Products, including user comments. You understand that the Content will be displayed within the Product, and that ARdictive does not guarantee confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content.

5. DISCLAIMER OF WARRANTIES

(a) YOU AGREE THAT YOUR USE OF THE PRODUCTS SHALL BE AT YOUR SOLE RISK. ARdictive MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PRODUCTS OR THE CONTENT.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, ARdictive, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, THE CONTENT AND YOUR USE THEREOF.

(c) AS WITH THE PURCHASE OR USE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

6. Limitation of Liability

IN NO EVENT SHALL ARdictive, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, IDENTIAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PRODUCTS OR CONTENT, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, or (iv) ANY ERRORS OR OMISSIONS IN ANY PRODUCTS OR CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE PRODUCTS OR CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.