

Walo International Limited Terms of Service

These terms and conditions, as amended from time to time, are a legal agreement between Walo International Limited (hereafter "Company", "us", "we" or "Walo") and you (hereafter the "User"). Please read these terms and conditions, including Walo's privacy policy, before you using any of Walo's webpages, blogs, products, mobile applications and social games operated by Walo (collectively the "APPLICATIONS"). In order to use these Applications, you must read and agree with this LICENSE (this "Agreement"). YOU MUST BE AGED 13 OR OLDER TO USE APPLICATIONS PUBLISHED BY Walo. If you are between 13 and 18, have your parent or guardian read this Agreement and agree to be bound to its terms. By using the Application, you agree as follows:

1. License Terms.

1.1 License Grant. Walo grants you (the "User") the non-exclusive, non-transferable, revocable, limited right to access the Application for User's personal entertainment use on a personal computing device. Unless otherwise authorized, User may not use, copy, reproduce, modify, publicly perform or display, create derivative works of, sell, auction, loan, lease, rent, distribute, transfer or disclose all or any part of the Application (including, without limitation, any screenshots, videos, documentation or manuals relating to the Application) except as provided in this Agreement. All other rights are reserved to Walo.

1.2 License Restrictions. Unless otherwise authorized by this Agreement or Walo in writing, User shall not:

- (a) Sublicense to, transfer, network, transmit, distribute, or permit use of the Application by, any third party;
- (b) Reverse engineer, decompile, or disassemble any aspect of the Application including setting up competing networks such as shadow servers, gray shards, or pirate servers.;
- (c) Transmit or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (d) Harm minors in any way;
- (e) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (f) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted to other users;
- (g) Transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (h) Transmit, access, or communicate any data that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (i) Transmit or communicate any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (j) Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (k) Interfere with or disrupt the Application or other user's use of the Application;
- (l) Intentionally or unintentionally violate any applicable local, state, national or international law, including securities exchange and any regulations requirements, procedures or policies in force from time to time relating to the Application;
- (m) Monitor traffic or make search requests in order to accumulate information about individual users;
- (n) "Stalk" or otherwise harass another person;
- (o) Modify, delete or damage any information contained on the personal computer of any other user;
- (p) Unless otherwise approved by Walo, upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (q) Use the Application in any way related to gambling or illegal lotteries or illegal sweepstakes;
- (r) Harm the Application including using any program or other mechanism to slow or "crash" the network;
- (s) Engage in any activity or install any software application to facilitate activity considered cheating or hacking to gain an advantage over other users as judged by Walo;
- (t) Use the application to engage in any activity that is obscene or overtly sexual; or
- (u) Allow usage by others in such a way as to violate this Agreement;

1.3 Indemnification. User (i) agrees to indemnify, defend and hold harmless, and (ii) hereby releases, Walo, its licensors, and their direct and indirect parent, subsidiary and sister corporations, and their respective officers, directors, employees, and agents from and against any and all losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with User's use of the Application or activities related thereto or User's violation of this Agreement.

1.4 Technical Information; Monitoring; Privacy Issues. User shall be required to provide to Walo, or allow Walo to collect on an ongoing basis, as a condition of using the Application, certain information, including, but not limited to, certain specifications of User's hardware, DxDiag DirectX (or similar Macintosh or Linux) diagnostic information, video cards, drivers, operating system and software ("Technical Information") and User hereby specifically grants Walo the right to upload or collect such Technical Information from User's computer system during his or her use of the Application, for the purpose of evaluating and improving the Application. Walo' retention and use of all Technical Information shall be subject to Walo' posted privacy policy, as that policy may be modified by Walo in its discretion from time to time. Without in any way limiting Walo' rights with respect to such information as set forth in the privacy policy, User acknowledges that subject to this Agreement, any and all world content and data that is stored and is resident on Walo' servers, and any and all communications that he or she makes within the Application (including, but not limited to, messages solely directed at another player or players) traverse through Walo' servers, may or may not be monitored by Walo personnel. Walo has the right, but not the obligation to monitor User activity, including User communications. Walo may remove or edit any User information, communication, or other contribution associated with the Application.

1.5 Term of the Agreement. The grant of license herein, may be terminated by Walo at any time, for any reason or for no reason, in Walo' sole and absolute discretion. Walo may or may not provide written, electronic or emailed notice to User regarding termination of account. User may, at any time and for any reason or for no reason, terminate this Agreement by uninstalling the Application. At termination, User shall erase all copies of the Application from User's hardware.

2. Ownership.

2.1 Walo Game Intellectual Property. Except for the revocable, limited license expressly granted hereunder, Walo retains all rights, title and interests in and to all intellectual property rights associated with the Application and all copies thereof, use thereof by User, and all world content and data in connection therewith including any information or data collected from Users. These rights include, but are not limited to, all intellectual property and other rights in and to User suggestions or comments, including those that may be used in modifying the Application. The Application is copyrighted and is protected by Hong Kong copyright laws and international treaty provisions as well as other laws. User acknowledges that the Application contains valuable trade secrets of Walo, and that Walo and/or its licensors own all intellectual property rights in and to the Application, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. User may not remove the copyright and other proprietary rights notices from the Application. User agrees that this Agreement shall be retained with all copies of the Application and documentation constituting the Application. User agrees to prevent any unauthorized copying or distribution of the Application. Except for the license as expressly provided herein, Walo does not grant User any express or implied right in any patents, copyrights, trademarks, or trade secret information of Walo and/or its licensors.

2.3 Licensed Intellectual Property. Walo, through arrangements with licensors, use the Application to incorporate certain external intellectual property ("Licensed Intellectual Property") into the Application. This Licensed Intellectual Property shall remain the property of the licensors and any and all intellectual property rights thereto shall remain with the licensors.

2.4 Third Party Sites. The Application may also be hosted on or served through certain third-party web sites. User is responsible for reading and complying the terms of such third-party web sites.

3. Injunctive Relief.

User acknowledges and agrees that a breach or threatened breach of any covenant contained in this Agreement would cause irreparable injury, that money damages would be an inadequate remedy and that Walo shall be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to

restrain User, from such breach or threatened breach. Nothing in this Section shall be construed as preventing Walo from pursuing any and all remedies available to it, including the recovery of money damages from User.

4. No Warranty; No Liability For Damages; No Support; World Content and Data.

4.1 No Warranty. USER ACKNOWLEDGES THAT THE APPLICATION MAY WELL CONTAIN ERRORS AND DEFECTS. THE APPLICATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE APPLICATION IS WITH USER. SHOULD IT PROVE DEFECTIVE FOLLOWING THE RECEIPT BY USER, USER AND NOT Walo ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. Without limiting the foregoing, Walo Game does not ensure continuous, error-free, secure or virus-free operation of the Application. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

4.2 No Liability For Damages. TO THE GREATEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL WALO, ANY PARENT, SUBSIDIARY OR OTHERWISE RELATED COMPANY, OR EMPLOYEES, AGENTS, OFFICERS AND/OR DIRECTORS OF ANY OF THE ABOVE, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE OR OTHER DAMAGES OR LOST PROFITS, DATA OR BUSINESS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION EVEN IF ANY OF THE ABOVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 No Support. Walo does not provide any guaranteed support for the Application. However, Walo may provide an e-mail address, certain documentation, and/or forum for User to send any questions and/or comments regarding the Application. Walo does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in documentation or response to User's e-mail(s) and/or board postings.

5. Dispute Resolution and Choice of Law.

5.1 Informal Resolution. To facilitate the resolution of any controversy related to this Agreement ("Dispute"), you and Walo agree to first attempt to resolve any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Informal resolution may be completed through a customer service mechanism. If this fails, additional informal discussions begin upon written notice from you or Walo. Walo will send its notice to the email address you have provided to us and may also provide a copy to a physical address if we have one on file. You will send your notice to Walo International Limited., 12/F, Cameron Centre, 57-59 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong SAR

5.2 Binding Arbitration. If you and Walo are unable to resolve a Dispute through informal discussions, either you or Walo may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by final binding arbitration. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be performed under the Commercial Arbitration Rules of the Hong Kong available at <http://www.hkiac.org>. Your arbitration fees and your share of arbitrator compensation shall be governed by these AAA rules. If such costs are determined by the arbitrator to be excessive, Walo will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online as allowed by the AAA rules. Except as otherwise provided in this Agreement, you and Walo may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

5.3 No Class Action. You and Walo agree that any arbitration shall be limited to the Dispute between Walo and you individually. To the full extent permitted by law no arbitration or other dispute resolution proceeding shall be joined with any other or decided on a class-action basis.

5.4 Exceptions to Informal Discussions and Arbitration. You and Walo agree that the following Disputes are not subject to the above provisions concerning informal discussions and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Walo' intellectual property rights or Licensed Intellectual Property; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or criminal activity; and (3) any claim for injunctive relief.

5.5 Venue. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within Hong Kong, and you and Walo Game agree to submit to the exclusive personal jurisdiction and venue of such courts. Construction and performance of this Agreement and the legal relations between the parties hereto shall be under the law of the Hong Kong without regard to its conflict of laws provisions. Each party hereby waives any claim that such venue is improper or inconvenient.

6. Miscellaneous.

6.1 Survival. The provisions of this Agreement, other than Section 1.1 shall continue in full force and effect even after termination of this Agreement.

6.2 Severability and Assignment. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. User shall have no right to assign this Agreement.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. Changes made by User to this Agreement will not be effective unless set forth in a writing describing the change and agreed to and signed by both Walo and User. Walo reserves the right to change the terms of this Agreement at any time upon notice to User by e-mail or on its webpage. Such changes by Walo shall be effective upon notice to User and User's continued used of the Application after notice of a change in terms by Walo shall constitute User's acknowledgement of, and agreement to, be bound by such changes.

6.4 Virtual Currencies and virtual goods. The Application may include an opportunity to purchase virtual, in-game currency ("Virtual Currency") that may require you to pay a fee using "real money" to obtain the Virtual Currency. Virtual Currency can never be redeemed for real money, goods, or any other item of monetary value from Walo, LLC or any other party. You understand that you have no right or title in the virtual in-game items or Virtual Currency. Your purchase of Virtual Currency is final and is not refundable, exchangeable, and transferable, except in Walo's sole discretion. You may not purchase, sell, or exchange Virtual Currency outside the Service. Doing so is a violation of the Terms and may result in termination of your account with the Application and/or legal action. Walo retains the right to modify, manage, control and/or eliminate Virtual Currency at its sole discretion. Prices and availability of virtual in-game goods are subject to change without notice.

6.5 Advertising and advertisements on applications. You acknowledge and agree that advertisements shown on Walo's applications may include links to other websites or resources and that Walo has no control over any advertisements or such links to websites and/or other resources that may be submitted by any advertiser or other third parties. Walo is not responsible for the availability of such third party websites or resources and does not endorse nor responsible or liable for any content, advertising, products, or other materials on or available from such third party websites or resources. You acknowledge and agree that Walo shall have no responsibility or liability whatsoever for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such third party website or resources. All correspondence or business dealings with, or participation in promotions of, advertisers found on or through any advertisement, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.