

Last Revised: May 1, 2018

GDY Piksel Yazılım Reklam Bilişim Hiz. Tic A.S (“**Pixofun**”, “**Company**”, “**we**”, “**our**” or “**us**”) welcomes you (“**User**” or “**you**”) to our website at <http://quizgame.co> (the “**Site**”), and to our comprehensive enterprise gamification platform and related services via web-interface and/or mobile interface (**QuizGame3 App**) (the “**Platform**”) and other products and services (collectively, the “**Services**”).

You may use the Service (or any part thereof) only in accordance with the terms and conditions hereunder.

### 1. **Acceptance of the Terms**

By entering to, connecting to, accessing or using the Service, you represent and warrant that you have read and understood the following terms of service, including the terms of the **Privacy Policy** available at <http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf> (the “**Privacy Policy**”, and collectively – the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service, and you acknowledge that these Terms constitute a binding and enforceable legal contract between **Pixofun** and you.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SERVICE (OR ANY PART THEREOF) IN ANY MANNER WHATSOEVER.**

The Service (or any part thereof) is not allowed for use by individuals who are under the age of thirteen (13) years old (see Section 4 below).

### 2. **Product Demo**

If you wish to receive a live custom demo of the Platform, you may contact us via the demo registration form on the Site, and we will contact you shortly afterwards to schedule the demo, and see how we can be of help.

To learn more about how we may use the information you provide us when registering for a demo, please visit our Privacy Policy at <http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf> Please note that you are solely responsible for the correctness, completeness and accuracy of the information you provide us.

### 3. **Registration and User Account**

In order to use and access the Platform via the **QuizGame3 App**, you must register and open a User account on Site and/or the downloaded App. Alternately, the User’s Account may be opened by the User’s employer. Registration via the Site must be done by providing us with your first name, your company e-mail address. After your registration, demo accounts will be created by us.

To learn more about the type of information collected by us when you register to the Platform, please visit our Privacy Policy at: <http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf>

You must provide accurate and complete information when creating an Account and you agree to not misrepresent any of your personal information or Account information, and to keep your Account information accurate and up to date.

You may not assign or transfer your rights or delegate your duties under the Account and/or these Terms without the prior written consent of **Pixofun**.

**You are solely and fully responsible for maintaining the confidentiality of the login credentials (e-mail, username and password) of your Account and for all activities that occur under your Account.** You agree not to disclose your login credentials to any third party. If you forget your password, you can request to have a new password sent to your registered e-mail address. Your Account is at risk if you let someone else use it inappropriately and we reserve the right to terminate your Account if you or anyone using your Account violates these Terms.

You must notify us immediately of any unauthorized use of your Account of Login Credentials or any other breach of security. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with the Terms or from any unauthorized use of your Account or any other breach of security. You may be liable for the losses of **Pixofun** and/or others due to any such use.

If you wish to modify your Account information, or if you wish to terminate your Account, you may do so by contacting us at: [quizgame@pixofun.com](mailto:quizgame@pixofun.com). Your Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date you will no longer be able to access your Account, and without derogating from any right or claim available to **Pixofun**, any and all permissions, rights and licenses granted to you under these Terms shall be instantly terminated and revoked.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR ACCOUNT. PIXOFUN SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

#### 4. **Privacy Policy**

We respect your privacy and are committed to protect the personal information you share with us in connection with the Services.

Our policy and practices and the type of information collected are described in our **Privacy Policy** at: <http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf>.

If you intend to connect to, access or use the Services you must first read and agree to the **Privacy Policy**.

#### 5. **Minors**

You may use any of the Services only if you are at least thirteen (13) years old. If you are under the age of eighteen (18) or under the legal age to form a binding contract in the jurisdiction in which you are located, you may only use the Services under the supervision of a parent or legal guardian who has agreed to stand behind any agreement you enter into while using the Services, including these Terms. We reserve the right to require you at any stage to provide proof of age, and, if applicable, approval of your use of the Services by your parent or legal guardian, so that we can verify that only eligible Users are using the Services. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using the Services, we will prohibit and block such User from accessing the Services and will make all efforts to promptly delete any Personal Information (as such term is defined in our **Privacy Policy**) with respect to such User, as applicable.

## 6. User Representations and Undertakings

**Your use of the Services (or any part thereof) is dependent on the fact that you hereby represent, warrant and agree that:**

- The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- You will not infringe or violate any of the Terms;
- You possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Services in accordance with these Terms, and to fully perform your obligations hereunder;
- If you connect to, access or use the Services on behalf of an entity or any third party, you represent and warrant that you are duly authorized under any applicable law to represent such entity or third party in connection with these Terms and to commit it to be bound by these Terms, and hereby make all representations and warranties herein on both your and its behalf;
- You possess the knowledge and judgment necessary to decide whether to use the Services;
- You acknowledge that you are solely responsible for complying with applicable laws regarding use of the Services, or any other interaction and/or transaction you make through or in connection with the Services, including the determination of whether the use of the Services complies with the terms of the jurisdictions and laws applicable to you;
- You shall make every effort to uphold the highest ethical and commercial standards, and comply with all applicable laws and regulations applicable to your business and/or use of the Services, including data protection, employment and privacy laws and regulations, and any industry guidelines and policies applicable to you and/or your use of the Services;
- You will obtain appropriate professional advice (including legal, accounting, commercial and any other advice) to protect your interests before engaging in any matter in which you may benefit from such advice. You acknowledge that there is no professional relationship (including any attorney-client or advisor-advisee relationship) between you and Pixofun, and that you may not solely or fundamentally rely on information or any other content you find on or through the Services; and
- You acknowledge that there are risks in using the Services, and that Pixofun cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information, breach of warranty and/or contract, violation of rights and any consequent claims.

## 7. End Users Data

The Platform may be used in order to collect, store, analyze and process certain information and data from individuals who are the end users of the Platform, such as your personnel and employees ("**End User**"), for the purposes set forth herein and in accordance with the **Privacy Policy** <http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf>

You hereby represent and warrant that you have the full right, permissions and consents for using such End User data, including for Pixofun's use on your behalf, for the purpose of

rendering the Services, and hereby waive any and all claims against Pixofun in relation to the collection, use, storage or processing of such End User data and in relation to any violation of your and/or any of your End Users' privacy.

Without derogating from the foregoing, you hereby grant Pixofun a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use such End User data for the purpose of providing you with the Platform, and in order to create high-level statistics and other aggregated and non-identifying information, data and analysis, for such purposes as improving the Platform (or any part thereof), performing general market research, and for the development and/or evaluation of additional or modified services, features and functionality with respect to the Platform.

## 8. Use Restrictions

There are certain conducts which are strictly prohibited on and/or with respect to the Services. Please read the following restrictions carefully. Your failure to comply with the provisions hereunder may result (at Pixofun's sole discretion) in the termination of your access to the Services and may also expose you to civil and/or criminal liability.

### **You may not, whether by yourself or anyone on your behalf:**

- copy, modify, create derivative works of, reverse engineer, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble the Platform and/or any other part of the Platform and/or Services, and/or permit others to do so;
- copy, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Services, including any information, material and data available thereon (collectively, the "**Content**") in any way, or publicly display, perform, or distribute the Content, without Pixofun's prior written consent;
- make any use of the Content on any other website, networked computer environment or service for any purpose without Pixofun's prior written consent;
- create a browser or border environment around the Services and/or Content, link, including in-line linking, to elements on the Services, such as images, text and videos, and/or frame or mirror any part of the Services, unless as expressly permitted hereunder;
- interfere with or violate any End User's or other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Services without their express and informed consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- use and/or display the Services (or any part thereof) on and/or with respect to any business, website and/or service, which in itself and/or which contains any information or content that may be considered as abusive, harassing, threatening, inciting hatred, encouraging or facilitating anti-social behavior, promoting the tobacco industry or the armaments industry, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, offensive and/or violating in any way the legal rights of others, and/or where presence of the Solution or any reference to Pixofun and/or the Services might be perceived as damaging to Pixofun's reputation and goodwill or actually bring Pixofun into disrepute;
- transmit, distribute, display or otherwise make available through or in connection with the Services any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;

- impersonate any person or entity or provide false information on the Services, whether directly or indirectly;
- falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Pixofun or any third party endorses you, your business, service and/or any statement you make, or present false or inaccurate information about and/or through the Services;
- transmit or otherwise make available in connection with the Services, and/or use the Services to design, develop, distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- interfere with or disrupt the operation of the Services, or the servers or networks that host the Services or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- sell, license, or exploit for any commercial purposes any use of or access to the Content and/or Services;
- use the Services for and/or in connection with any form of spam, unsolicited mail or similar conduct;
- create a database by systematically downloading and storing all or any of the Content, or forward any data generated from the Services without the prior written consent of Pixofun;
- bypass any measures which may be used to prevent or restrict access to the Services or any part or section thereof;
- transfer or assign your access credentials and/or any rights or obligations under these Terms, even temporarily, to a third party;
- use the Content and/or the Services for any illegal, immoral or unauthorized purpose;
- use the Services and/or the Content for non-personal or commercial purposes without Pixofun's prior express written authorization; or
- infringe or violate any of these Terms.

## 9. **Intellectual Property**

All right, title and interest in and to the Services (including the Site and Platform), any derivatives thereof, modifications, enhancements, and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Services and any part thereof), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to Pixofun, and are subject to copyright and other applicable intellectual property rights under Turkish laws, foreign laws and international conventions. These Terms do not convey to you any interest in or to the Services (or any part thereof), but only a limited license of use in accordance with the License granted hereunder. Nothing in these Terms constitutes a waiver of Pixofun's Intellectual Property rights under any law. Without derogating from the foregoing, you hereby assign and transfer to Pixofun, without additional consideration, any right, title and interest that you may have in and to any and all Intellectual Property created, authored, made, developed, conceived or reduced to practice

in relation to your use of the Services, and hereby waive all past, present and future claims relating to any moral rights, artists' rights, or any other similar rights worldwide in or to such Intellectual Property.

Pixofun hereby grants you, upon accepting your request for a demo of the Platform as set forth above and for as long as Pixofun wishes to provide you with the Services, a limited, non-exclusive, non-transferable, non-sublicensable, fully revocable license to use the Platform for non-commercial and evaluation purposes only, for a limited time and scope as shall be determined in Pixofun's sole discretion upon granting you with access to the Platform- all in accordance, and subject to your compliance, with the Terms (the "**License**"). "Pixofun" and all logos and other proprietary identifiers used by Pixofun in connection with the Services ("**Pixofun Trademarks**") are all trademarks and/or trade names of Pixofun, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on or with respect to the Services, belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to Pixofun Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Pixofun Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Pixofun and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Services, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Pixofun's marks and logos, whether registered or not.

## 10. **User Misconduct**

**We care for your safety.** If you believe a user of any of our Services acted inappropriately, including through any illegal, offensive, violent or sexually inappropriate behavior, please immediately report such user to the appropriate authorities and to us; provided your report will not incur any liability upon Pixofun. Pixofun's address for reporting any misconduct is specified below:

**GDY Piksel Yazılım Reklam Bilisim Hiz. Tic. A.S**

E-mail: [info@pixofun.com](mailto:info@pixofun.com)

## 11. **Third Party Components**

The Services may utilize or include third party software, files and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Services and Pixofun disclaims all liability related thereto. You acknowledge that Pixofun is not the author, owner or licensor of any Third Party Components, and that Pixofun makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party

Components. Under no circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

## 12. **Third Party Services**

The Services may be linked to through third party websites, links, advertisements, and any third party services (collectively, “**Third Party Services**”). You hereby acknowledge that Pixofun has no control over such Third Party Services, and you further acknowledge and agree that Pixofun is not responsible for the availability of Third Party Services, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or any materials available on and/or through such Third Party Services.

You further acknowledge and agree that Pixofun shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any such services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services. We encourage you to read these legal documents carefully before using any such Third Party Services.

## 13. **Usage Rules**

Since you may download the App from a third party platform, service provider or distributor (e.g. the app-store) (“**Platform Provider**”) your use of the App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the App (“**Usage Rules**”). Please note that in such case, Usage Rules may apply and it is your responsibility to determine what other Usage Rules are applicable to your use of the App. You undertake to comply with all the applicable Platform Provider’s Usage Rules. The terms of the Usage Rules may prevail over any other Terms. You represent that you are not prohibited by any applicable laws or Usage Rules from downloading and/or using the App. Any download and/or use of the App by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the App is expressly prohibited.

You acknowledge and agree that Platform Provider has no responsibility for the App or content thereof, nor does it have any obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of an App downloaded from Apple Inc.’s AppStore to conform to any applicable warranty, you may notify Apple Inc., and Apple Inc. will refund the purchase price for the App to you; to the maximum extent permitted by applicable law, Platform Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Pixofun as provider of the App. You acknowledge that Platform Provider is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Pixofun as provider of the App. You acknowledge and agree that if you downloaded the App from Apple Inc.’s Pixofun, Apple Inc., and its subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple Inc. will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### 14. Disclaimer and Warranties

PIXOFUN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). THE SERVICES (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA, PRODUCTS, MARKETING MATERIALS, REPORTS AND ANY INFORMATION RELATED THERETO, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PIXOFUN AND ITS AFFILIATES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (TOGETHER, “**PIXOFUN AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED BY PIXOFUN AND/OR ANY USER IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SERVICES.

PIXOFUN DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED ON THE SERVICES OR USING THE SERVICES.

PIXOFUN DOES NOT AND CANNOT WARRANT THAT THE OPERATION OF THE SERVICES IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. PIXOFUN MAY, AT ITS SOLE DISCRETION, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICES AT ANY TIME OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

**YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES IS ENTIRELY, OR TO THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.**

#### 15. Limitation of Liability

IN NO EVENT SHALL PIXOFUN AND/OR ANY OF ITS PIXOFUN AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, USE OR INABILITY TO USE THE SERVICES, FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF PIXOFUN TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF PIXOFUN BY ANY OTHER CAUSE WHATSOEVER, INCLUDING ANY DAMAGES ARISING FROM THE CONDUCT OF ANY USERS OF THE SERVICES.

NO ACTION MAY BE BROUGHT BY A USER FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.



THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE.

WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL PIXOFUN LIABILITY UNDER, ARISING OUT OF OR RELATING TO THE SERVICES (OR ANY PART THEREOF) AND/OR THESE TERMS, EXCEED THE AMOUNT PAID TO PIXOFUN BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT, AND IF NO FEES WERE CHARGED, THEN PIXOFUN'S LIABILITY SHALL NOT EXCEED \$50 USD.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR PIXOFUN'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF PIXOFUN AND/OR ANY PIXOFUN AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

#### 16. **Indemnification**

You agree to defend, indemnify and hold harmless Pixofun and any Pixofun Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your violation of any term of these Terms; (iii) your (including your End Users') violation of any third party rights, including any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Services, including to any of your End Users.

#### 17. **Amendments to the Terms**

Pixofun may change the Terms from time to time, at its sole discretion and without any notice, including the **Privacy Policy**

<http://quizgame.pixofun.com/Game/PrivacyPolicy.pdf>

, or any other policies incorporated thereto. Substantial changes will be first notified on the Site and/or by sending you an e-mail to the e-mail address you provided us when registering for a Platform demo. Such substantial changes will take effect seven (7) days after such notice was provided via any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect even immediately, or as required by the law and without any prior notice.

#### 18. **Changes and Termination of the Service**

Pixofun reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Services (or any part thereof), and/or block, limit, suspend or terminate your access to the Services, for any reason and at its sole discretion, in addition to any other remedies that may be available to Pixofun under any applicable law.

In addition, you hereby acknowledge and agree that the Content provided through the Services may be changed, extended in terms of content and form or removed at any time without any notice nor any responsibility or liability to you or any third party.

## 19. **General**

- These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Pixofun and you.
- These Terms, and the rights and remedies provided hereunder, and any and all claims, disputes and controversies arising hereunder or related hereto and/or to the Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from these Terms, or any related purchase shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of the Turkey without reference to its conflict-of-laws principles, and shall be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts in Ankara, Turkey.
- Pixofun may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Services to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Pixofun. Any attempted or actual assignment thereof without Pixofun's prior explicit and written consent will be null and void.
- If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- These Terms constitute the entire terms and conditions between you and Pixofun relating to the subject matter herein and supersedes any and all prior agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Pixofun and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Services, excluding any written agreements executed by both Pixofun and you. You agree that you will make no claim at any time or place that these Terms have been orally altered or modified or otherwise changed by oral communication of any kind or character. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Pixofun in entering into these Terms.
- The provisions of Section 4 (Privacy Policy, including the Privacy Policy referred to therein), Section 6 (User Representations and Undertakings), Section 7 (End Users Data), Section 8 (Use Restrictions), Section 9 (Intellectual Property), Section 11 (Third Party Components), Section 12 (Third Party Services), Section 14 (Disclaimer and Warranties), Section 15 (Limitation of Liability), Section 16 (Indemnification), Section 17 (Amendments to the Terms), Section 18 (Changes and Termination of the Service), and Section 19 (General), will survive the termination or expiration of these Terms.

## 20. **Contact**

If you have any questions (or comments) concerning the Terms, you are welcome to send us an e-mail to the following address, and we will make an effort to reply within a reasonable timeframe: [info@pixofun.com](mailto:info@pixofun.com)