

HIDDEN LEAF GAMES

TERMS OF USE

LAST MODIFIED ON NOVEMBER 22, 2022

Important: Please read these Terms of Use carefully before continuing to use this game.

Section 22 of this Terms of Use Agreement contains a binding arbitration clause and class action waiver. If you live in the United States, this Section affects your rights about how to resolve disputes that you may have with us.

Please read it carefully.

This Terms of Use (the “Agreement”) applies to the video game “Fangs” and the Hidden Leaf Games website, located at <https://www.hiddenleafgames.com/> (together, the “Service”), provided by Hidden Leaf Games, Inc. (“Hidden Leaf Games”).

1. **Acceptance of Terms**

By continuing to use the Service, you agree as follows:

- 1.1. You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- 1.2. You will use the Service in accordance with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by Hidden Leaf Games from time to time; and
- 1.3. You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.

If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the Service.

2. **Hidden Leaf Games’ License to You**

Hidden Leaf Games grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Service. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Service and, if you sell or otherwise transfer a device on which any part of the Service is installed to a third party, you must remove the Service from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent that any foregoing

restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Service).

3. **Messages from Hidden Leaf Games**

You understand that you may receive business-related communications from Hidden Leaf Games through the Service or through email, such as product and other announcements, and administrative notices. You agree that these communications are not “unsolicited commercial email advertisements” and you agree to receive them.

Marketing-related email messages will be accompanied by instructions for opting out.

4. **Third-Party Platforms**

Even though you may have purchased or licensed the Service through a third-party platform, such as Valve’s Steam platform, and others (each, a “Third-Party Platform”), none of the Third-Party Platforms or their owners are a party to this Agreement and they have no obligations to you in connection with the Service.

5. **Your Account**

- 5.1. **Account Creation.** You need to connect a third-party account in order to create an account on and use the Service (your “Account”). You may only do so if you are at least 13 years old. If you are at least 13 years of age but still a minor in your jurisdiction, your parent or legal guardian must create an Account with us in order for you to access and use the Service.

You are solely responsible for the activity that occurs on your Account. You agree to keep your Account and devices secure and to notify Hidden Leaf Games **immediately** of any breach of security or unauthorized use of your Account.

- 5.2. **Accurate Information.** When creating your Account, you promise to provide accurate information related to your Account. You promise to keep this information updated so that it is accurate at all times.
- 5.3. **Suspension of Accounts.** Hidden Leaf Games may, at our sole discretion, suspend or terminate your Account or your access to the Service should your conduct, in our sole determination, fail to conform with this Agreement or for any other reason.
- 5.4. **Your Username.** Hidden Leaf Games may force you to change any of your screen names if (i) it is the name of another person, with the intent to impersonate that person, (ii) it incorporates the rights of a third party without appropriate authorization, or (ii) Hidden Leaf Games deems it unacceptable by community standards, at Hidden Leaf Games’ sole discretion. Users additionally agree that their usernames:
- will not be vulgar or insulting;
 - will not have sexual or pornographic connotations;

- will not resemble or imitate a registered trademark or other term protected by intellectual property laws;
 - will not to promote a commercial service; and
 - will not to be spelled or spelled alternatively for the purpose of circumventing the rules imposed above.
- 5.5. **Account Privacy.** You agree that there is no expectation of privacy in connection with your interactions with other users in and through the Service. You further agree that the contents of any messages or other communication sent from your Account, whether in or through chats, forums, direct user-to-user communication, or by other means, may be accessed, reproduced, or distributed by Hidden Leaf Games as it sees fit. Hidden Leaf Games will fully cooperate with law enforcement and other governmental entities in policing the content of the Service.
- 5.6. **No Account Purchases and Transfers.** You may not buy, sell, give, or trade any Account, nor attempt to buy, sell, give, or trade any Account. Hidden Leaf Games owns, has licensed, or otherwise has rights to all the content that appears in-Service, including Accounts.

6. **Your License to Hidden Leaf Games; Your Conduct**

- 6.1. **Your Content.** Any communications or material of any kind that you email, post, or otherwise transmit to Hidden Leaf Games or the public on or using the Service, including user-generated levels and content, artwork and photographs, chat, emails, comments, voice recordings, data, questions, comments, or suggestions are known as your “Content.”

Hidden Leaf Games does not own your Content. By posting Content, you represent (i) that you are the owner of the Content or have all of the necessary rights to share them, and (ii) give Hidden Leaf Games permission to use, re-use, copy, adapt, abridge, amend, distribute, modify, translate, publish, perform, display, develop, reproduce, communicate to the public and to make your Content otherwise available in any form and by any media (whether now known or hereafter devised), including through any on-demand or broadcast service, whether on a commercial or non-commercial basis anywhere in the world, including the right to incorporate any suggestions or feedback into the Service as new or updated features, without limitation.

- 6.2. **Conduct Policy.** You are responsible for your conduct as a user of the Service. You agree that you will not engage in conduct (including the sharing of Content) which:
- is threatening, bullying, defamatory, abusive, obscene, extremely violent, lewd, sexually provocative or suggestive, pornographic, or which in any manner could give rise to any civil or criminal liability under applicable law;
 - is or could be taken as slurs, hate speech, or attacks on individuals or groups on the basis of race, color, gender, age, religion, national origin, disability, sexual preferences, or gender identity;
 - constitutes spam (sending the same message multiple times or to multiple people, or sharing or sending the same content multiple times, will be treated as spam);

- is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
- encourages or constitutes behavior that does not support a safe and comfortable environment for all users, which conduct may include but not be limited to bullying, vigilantism, engaging in any conduct or activity that is threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, suggestive, or explicit, inflammatory, profane, racially or ethnically objectionable or discriminatory, or in any manner encourages inappropriate, disrespectful, abusive, or unlawful conduct or otherwise makes the Service an uncomfortable experience for anyone;
- restricts, inhibits, or discourages any other user from using the Service;
- hacks, modifies or otherwise makes use of automation software (bots) or any other unauthorized third-party software designed to modify the Service experience;
- violates any local, state, federal or international laws or gives rise to civil liability;
- violates or infringes any third-party rights (including but not limited to copyright, trademark, rights of privacy or publicity, defamation or any other proprietary right);
- imposes an unreasonable or disproportionately large load on the Service or otherwise interferes with the Service;
- is a “chain letter,” or constitutes “junk mail”;
- specifies or claims that that you are affiliated with Hidden Leaf Games when you are not, including without limitation an “Administrator,” “Moderator,” “Game Master,” or any other employee or agent of Hidden Leaf Games;
- requests login information from other users;
- “spoofs” (use of any means to disguise your online identity or alter original attribute information, including, but not limited to duplicate accounts);
- uses or possesses programs to “crack” the Service or other Internet security tools;
- contains, or uploads files that contain, viruses, Trojan horses, worms, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Service; or
- anything else that Hidden Leaf Games, in its sole determination, deems offensive or harmful to the Service or to Hidden Leaf Games’ integrity or business.

7. **Virtual Items**

Virtual goods, downloadable content, and virtual “tokens” or currency (collectively, “Virtual Items”) may be offered for purchase or otherwise earned through the Service. Your election to make a purchase with real currency will be an offer to Hidden Leaf Games to purchase at the prices and on the terms set forth on the Service.

You agree that you have no right or title in or to any Virtual Items. Hidden Leaf Games does not recognize any purported transfers of Virtual Items outside of the Service, or the purported sale, gift, or trade in the “real world” of anything that appears or originates in the Service. You may not sell Virtual Items for “real” money, or exchange those Virtual Items for value outside of the Service.

To be clear, Virtual Items have no real-world value and are licensed, not owned.

Unless required by law or otherwise specified on the Service or by the Third-Party Platform you access the Service through, all sales of Virtual Items are final when the transaction has been processed and no refunds will be given.

8. Support Services

Hidden Leaf Games may, in its sole discretion, provide you with customer and technical support services related to the Service (“Support Services”). Hidden Leaf Games is not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default of Hidden Leaf Games under this Agreement. Any supplemental software code provided to you as part of the Support Services will be treated as part of the Service, and as between you and Hidden Leaf Games will be and remain the sole property of Hidden Leaf Games and will be subject to the terms and conditions of this Agreement.

Hidden Leaf Games customer support may be reached by contacting us at support@hiddenleafgames.com. None of the Third-Party Platforms or their owners have any obligation whatsoever, under any circumstances, to provide Support Services with respect to the Service. You agree that you will look solely to Hidden Leaf Games in connection with Support Services.

9. Modification, Termination, and Monitoring of the Service

Hidden Leaf Games reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice at any time. You agree that Hidden Leaf Games will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

Hidden Leaf Games reserves the right to monitor use of the Service to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any Content, information, or materials, in whole or in part, at our sole discretion. We reserve the right to refuse access to the Service to anyone, or terminate any Account, for any reason, at any time.

Hidden Leaf Games may monitor your Content and other communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Service, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Hidden Leaf Games or its affiliates or agents monitor your Content and other communications and enforces or fails to enforce the terms of the Agreement. In no event will Hidden Leaf Games or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by Hidden Leaf Games or its affiliates or agents.

10. Security of Data Transmission and Storage

Electronic communications using the Service may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Hidden Leaf Games or between you and other parties. Additionally, your communications and Content on the Service may be publicly available to other parties.

Hidden Leaf Games and its affiliates and agents are permitted, but not obligated, to review or retain your Content and other communications.

11. Hyperlinks

The Service may contain links to other sites and software applications, including through display advertisements (the “Linked Services”). Hidden Leaf Games does not control the Linked Services, and Hidden Leaf Games and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those Linked Services. The fact that Hidden Leaf Games has provided a link to an external location is not an endorsement, authorization, sponsorship, or affiliation with respect to such Linked Services, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and Hidden Leaf Games cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Hidden Leaf Games or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on Linked Services.

12. Trademarks and Copyrights

The Service is owned by Hidden Leaf Games and is protected by United States copyright laws and international treaty provisions. All Service content, trademarks, services marks, trade names, logos, and icons are proprietary to Hidden Leaf Games. Nothing contained in the Service should be seen as granting any license or right to use any trademark displayed in the Service without the written permission of Hidden Leaf Games or such third party that may own the trademarks displayed in the Service. Your use of the trademarks displayed in the Service, or any other content in the Service, except as provided in this Agreement, is strictly prohibited.

Intellectual property displayed through the Service is either the property of, or used with permission by, Hidden Leaf Games. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under the Agreement. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

13. Copyright Complaints

If you are a copyright owner or their agent, and believe that any content on the Service infringes on your copyrights, you may submit a DMCA notification in writing to our Copyright Agent with the following information described below.

When we receive a notice alleging copyright infringement, we will take whatever action we deem appropriate, within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed, a list of those works on the Service;
- Identification of the material that is claimed to be infringing and that is to be removed disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent may be reached at the following physical or email address:

Copyright Agent
Hidden Leaf Games
2450 Colorado Ave, Suite 100E
Santa Monica, CA 90404

Or by email at: support@hiddenleafgames.com

Repeat Infringer Policy: Any user of the Service that repeatedly infringes third party copyright or other intellectual property rights will have their Account suspended or terminated.

14. **Disclaimer of Warranties**

Your use of the Service is entirely at your own risk.

The Service is provided by Hidden Leaf Games on an *as-is* basis. Hidden Leaf Games expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Hidden Leaf Games makes no warranty that (i) the Service will meet your requirements, (ii) that operation of the Service will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Service will be accurate or reliable.

No advice or information, whether oral or written, obtained by you from Hidden Leaf Games, or through the Service creates any warranty regarding the Service not expressly stated in this Agreement. To the maximum extent permitted by applicable law, no Third-Party Platform is a party to this Agreement or your purchase or license of the Service. None of the Third-Party Platforms make any warranties, or assume any warranty or other obligations with respect to: (i) the Service, or (ii) any claims, losses, liabilities, damages, costs, or expenses attributable to the Service, including any warranties arising from claims of infringement of intellectual property or personal rights, products liability, or failure of the Service to perform, execute, or conform to any standard.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

15. **Limitation of Liability**

You expressly understand and agree that neither Hidden Leaf Games nor any Third-Party Platform is liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if Hidden Leaf Games or the Third-Party Platform has been advised of the possibility of such damages), resulting from the use or the inability to use the Service or any other matter relating to the Service.

You hereby expressly and irrevocably waive, and agree never to assert any claims against any Third-Party Platform that you may have under any theory of law or equity anywhere in the world, in connection with rights licensed under this Agreement, your possession or use of the Service, or the content of the Service. Any claims arising out of the Service are subject to the limitations set forth in this Agreement and may be brought only against Hidden Leaf Games, as described in Section 21 and 22 below.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Hidden Leaf Games and its affiliates will be limited to the fullest extent permitted by law.

16. **Indemnification**

You agree to indemnify and hold Hidden Leaf Games and its affiliates, officers, agents, and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including infringement of any copyright or violation of any proprietary or privacy right.

Under no circumstances, including any negligent act, will Hidden Leaf Games or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Service.

17. Your Personal Information

Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. You agree that your use of the Service is subject to the Privacy Policy.

18. Disclosures Required by Law

Hidden Leaf Games reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Hidden Leaf Games reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Hidden Leaf Games to disclose the identity of any user believed to be in violation of this Agreement.

By accepting this Agreement, you waive all rights and agree to hold Hidden Leaf Games harmless from any claims resulting from any action taken by Hidden Leaf Games during or as a result of its investigations or from any actions taken as a consequence of investigations by either Hidden Leaf Games or law enforcement authorities.

19. Legal Compliance

By using the Service, 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.

20. Third-Party Beneficiary

You acknowledge and agree that the Third-Party Platforms are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, any of the foregoing third parties will have the right (and will be deemed to have accepted the right) to enforce this Agreement as a third party beneficiary.

21. Governing Law; Mediation; Jurisdiction

The Agreement, and all future agreements you enter into with Hidden Leaf Games, unless otherwise indicated on such other agreement, will be governed by the laws of the State of California. This is the case regardless of whether you reside or transact business with Hidden Leaf Games, or any of its affiliates or agents, in the State of California or elsewhere. Unless a dispute would be governed by the terms of Section 22 below, you agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Los Angeles, California, USA.

For EU users only: In the event of a dispute relating to the interpretation, performance, or validity of this Agreement, an amicable solution can be sought before any legal action. You can file your complaint with Hidden Leaf Games by sending a message via email to support@hiddenleafgames.com. In case of failure, you can, within one year of the failed request, have recourse to an Alternative Dispute Resolution procedure by filing an online complaint on the European Commission’s Online Dispute Resolution website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. In the event that out-of-court dispute resolutions fail, the dispute may be brought before the competent courts.

22. **Binding Arbitration**

Any dispute or claim relating in any way to your use of the Service (each, a “Claim”) will be resolved by binding arbitration, rather than in court (except that you may assert claims in small-claims court if your claims qualify). You agree that each Claim must be brought individually.

YOU AND HIDDEN LEAF GAMES AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.

The Federal Arbitration Act and federal arbitration law apply to this Agreement and this binding arbitration clause.

Arbitration is a process with no judge or jury – an arbitrator will review the arguments in the dispute and award damages and other relief just like a court would. The arbitrator must follow this Agreement as a court otherwise would. Court review of the arbitration award is limited under the Federal Arbitration Act.

To start an arbitration, you must send an email to support@hiddenleafgames.com describing your Claim and requesting arbitration, or we may do the same by sending a written notice requesting arbitration to your address. The proceedings will be conducted through JAMS, using their Streamlined Arbitration Rules and Procedures. You can view these rules at jamsadr.com or by calling 800-352-5267. The payment of the initial filing fees will be made by the party filing the Claim, and any other filing and other fees will be apportioned as directed by the JAMS rules. The arbitration will take place in Los Angeles, California, USA, unless the Parties agree to video, phone, or internet connection appearances.

Except as otherwise set forth below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Hidden Leaf Games will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given (including any attorneys’ fees and costs awarded), and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based.

Notwithstanding the terms of this Section, either of us may bring a lawsuit in court for equitable relief, for any misuse or infringement of intellectual property rights, or for any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Service.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND HIDDEN LEAF GAMES WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

You and Hidden Leaf Games agree that if any portion this Section is found illegal or unenforceable, that portion will be severed and the remainder of the Section will be given full force and effect.

23. Miscellaneous Terms

- 23.1. **Agreement Revisions.** This Agreement may only be revised in writing by Hidden Leaf Games, or by Hidden Leaf Games' publication of a new version on the Service.
- 23.2. **Force Majeure.** Hidden Leaf Games is not liable for any delay or failure to perform resulting from causes outside the reasonable control of Hidden Leaf Games, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Hidden Leaf Games' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- 23.3. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hidden Leaf Games as a result of this Agreement or your use of the Service.
- 23.4. **Assignment.** Hidden Leaf Games may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without Hidden Leaf Games' prior written consent, and any unauthorized assignment by you will be null and void.
- 23.5. **Severability.** If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Agreement will be given full force and effect.
- 23.6. **Attorneys' Fees.** In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- 23.7. **No Waiver.** Our failure to enforce any provision of this Agreement will in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce every such provision thereafter. The express waiver by us of any provision,

condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

- 23.8. **Equitable Remedies.** You hereby agree that Hidden Leaf Games would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- 23.9. **Entire Agreement.** This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and Hidden Leaf Games with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and Hidden Leaf Games with respect to the Service.