

BJONG

END USER LICENSE AGREEMENT

April 26, 2011

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THE GAME IS PROVIDED TO YOU UNDER THESE TERMS FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE GAME.

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TAZ hereby grants to You and You fully accept, a non-exclusive and non-transferable right to use only the executable version (no source code) of the Game for your private use. The Game comprises of downloadable Application that enables You to use the Game.

You hereby acknowledge and agree that TAZ shall have no liability whatsoever in connection with or arising from Your use of the Game, as set forth herein. TAZ shall in no event be liable, whether in contract, warranty, tort (including negligence), product liability, but not limited to these, for any indirect, incidental, special or consequential damages (including without limitation any loss of data, interruption, computer failure or pecuniary loss) in connection with or arising out of the use or inability to use the Game, even in the case that You have been informed of the possibility of such damages. Your only right or remedy regarding any problems or dissatisfaction with the Game is to uninstall it and discontinue your use of it. As it may be, some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You.

You may not use Application for any purpose other than the permitted access to Game and your Subscriptions. You understand that for reasons that include, without limitation, system security, stability, and multiplayer interoperability, Game may need to automatically update, pre-load, create new versions or otherwise enhance the Application and accordingly, the system requirements to use the Application may change over time. You understand that neither this Agreement nor the terms associated with a particular Subscription entitles you to future updates, new versions or other enhancements of the Application associated with a particular Subscription although TAZ may choose to provide such updates, etc. in its sole discretion.

Location-based features

The Game utilizes location-based information to determine the location of your mobile device. The information may be used for locating your position in real time for Your use of the GAME. To do this, You need to enable location detection functionality of your device.

Warranty

To the maximum extent permitted by applicable law, except as provided above, TAZ MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE GAME, ITS QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THE GAME IS LICENSED "AS IS".

Limitation of liability

You understand and acknowledge that TAZ will not be liable for any network-related problems attributable to the operation of the Game and that network configuration changes may affect the system's performance.

TAZ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR FOR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE GAME, EVEN IF TAZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY TAZ. TAZ SHALL IN NO CASE BE LIABLE FOR ANY PERSONAL INJURY OR DEATH CAUSED BY USER'S ACTIONS AND/OR OMISSIONS RELATED TO PLAYING THE GAME (SUCH AS FAILURE TO COMPLY THE GAME INSTRUCTIONS, CHOICE OF LOCATIONS OR OTHER SIMILAR CONDITIONS). SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY. IN SUCH CASE THE LIABILITY OF TAZ SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE WARRANTY AND REMEDY SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED.

Support

TAZ shall have no obligation to provide support for the Game under this Agreement. TAZ may, at its sole discretion, provide limited technical support for the Game.

Duration of the Agreement

This Agreement shall govern Your use of the Game and related software and media during the term of this Agreement. TAZ shall have the right to, at its sole discretion, decide upon provision of the Game and making it available to You.

Term and Termination

This Agreement is in effect for the time being. Your right to use the Game continues until this Agreement is terminated. You may terminate this Agreement at any time by ceasing to use the Game. This Agreement will automatically terminate if You fail to comply with the material terms of this Agreement.

Settlement of disputes and applicable law

This Agreement shall be governed by and shall be construed in accordance with the laws of Finland excluding its choice of law provisions. All disputes relating to the Game and this Agreement shall be settled at District Court of Helsinki, Finland having the sole jurisdiction.

WARNING: Be aware of the ground conditions while playing the game. Watch carefully your step while playing the Game, do not focus totally on the screen. Be careful not to run into objects, other people or animals while playing the Game. Do not play at roads or at any other place where there is traffic. We recommend playing the game in flat, open areas such as lawns. Children should not play the game without adult supervision. Do not use the Game while driving, biking, skating or using any other vehicle, which demands your attention. Do not use the Game under the influence of alcohol or any other drug. Obey the local laws, rules and social etiquette while playing. Consult your physician before playing.