

## END USER LICENSE AGREEMENT

Last updated: 27 August 2015

### 1. ABOUT THIS END USER LICENCE AGREEMENT

- 1.1. This End User License Agreement (or “EULA”) governs the relationship between you and

Melesta Publishing Limited,  
105, Agion Omologiton Avenue,  
Nicosia 1080, Cyprus

(“Melesta”, “we”, “our” and “us”)

in relation to Melesta games, including “Toy Defense”, “Toy Defense 2”, “Toy Defense: Fantasy” and “Coffee Shop” (the “Games”).

- 1.2. This EULA set forth terms and conditions that apply to your use of the Game.
- 1.3. If you are under 18 years of age, please ask your parent or guardian to review and approve this EULA on your behalf. If you are under the aforesaid age, you must not use or access the Game without a parent or legal guardian supervising you.
- 1.4. You confirm your acceptance of this EULA within the installation process of the Game (if applicable) or by using the Game. **If you do not agree to this EULA, please do not attempt to install or use the Game.**
- 1.5. You must also accept and comply with all rules of external platforms applicable to specific Game, including but not limited to Apple Appstore and Game Center rules and Google Play rules, including in relation to payment procedure and means. Any breach of any rules of the external platforms shall also be regarded as a breach of this EULA. Melesta shall not be liable for any actions of the above platforms.

### 2. PRIVACY POLICY

You confirm that before installing and using the Games you have read and accepted our Privacy Policy.

### 3. AMENDMENTS TO THIS EULA

From time to time, we may need to amend this EULA for serious reasons, for example to reflect new features and functionality in the Game or because of changes in the law. The latest version of this EULA will always be available on the Melesta’s websites (the “Sites”):

<http://www.melesta-games.com/>

<http://www.toy-defense.com>

<http://www.toy-defense.ru>

### 4. USING THE GAME

- 4.1. In return for your acceptance of this EULA, we give you the personal right (known as a 'licence') during the time this EULA is in force between you and us to install and play the Game.
- 4.2. This license is:
- *'non-exclusive'* (meaning that we can grant the same and similar licenses to other people as well);
  - *'revocable'* (meaning that we can terminate this license in certain circumstances);
  - *'personal'* (meaning that you may not use the Game for any commercial purpose);

- *'non-transferable'* (meaning that the license is only for your benefit and you may not transfer or sublicense any of the rights that we grant to you to any other person); and
- *'limited'* (meaning that you can only use the Game for the purposes we set out in this EULA); and
- conditional on your compliance with this EULA.

## **5. TECHNICAL REQUIREMENTS**

For using the Game you need certain hardware, software and capability (including a suitable connection to the Internet).

## **6. PATCHES, UPDATES AND CHANGES**

From time to time, we may need to deploy or provide patches, updates, additional content or other modifications to the Game (for example to enhance online gameplay, to add new or update features or to resolve software bugs).

## **7. INTELLECTUAL PROPERTY**

- 7.1. The Game, including the code, graphics, game play, user interface, audio and other content, contain proprietary information and material that is protected by copyright and other laws including but not limited to intellectual property. You agree that we own or license all of this proprietary information and material and that you may not use or exploit any of it without our permission.
- 7.2. “Melesta”, “Toy Defense”, “Toy Defense 2”, “Toy Defense: Fantasy” and “Coffee Shop” and their respective logos are trademarks or registered trademarks of Melesta or their respective licensors. You may not use or display such trademarks in any manner, except as expressly set out in this EULA. All third party trademarks and service marks that appear in the Game are the property of their respective owners and all rights in them are reserved.

## **8. EPILEPSY WARNING**

Certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns in everyday life. Such people may have a seizure while watching certain monitor images or playing certain video games. This may happen even if the person has no medical history of epilepsy or has never had any epileptic seizures. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness) when exposed to flashing lights, consult your doctor prior to playing. We advise that parents should monitor the use of video games by their children. If you or your child experience any of the following symptoms: dizziness, blurred vision, eye or muscle twitches, loss of consciousness, disorientation, any involuntary movement or convulsion, while playing a video game, IMMEDIATELY discontinue use of the video game and consult your doctor. Please also note that when using a video game you should take certain standard health and safety precautions, including avoiding playing the game when tired and not had much sleep, taking 10 to 15 minute breaks every hour, sitting reasonable distance from the screen, and playing the game in a well-lit environment.

## **9. WARRANTIES AND LIABILITY REGARDING THE GAME**

- 9.1. We warrant that we have the right to enter this EULA and to grant you the licenses to use the Game as set out in section 4 “USING THE GAME”.
- 9.2. With respect to virtual goods that are purchased by you, we shall be liable for damages that arise from the lack of a guaranteed characteristic.
- 9.3. And further liability of us shall be waived.

## **10. TERMINATION OF THIS EULA**

- 10.1. Melesta may at any time unilaterally terminate this EULA out of court and stop providing access to any of the Games if:
- The Game is closed. In this case, Melesta shall send you a notice to that effect at least 180 calendar days in advance. Melesta shall not pay any compensations or, without limitation, reimburse any money equivalent of in-game currency, virtual goods, etc.
  - In the event of any violation by you of this EULA, including one-time violations. Melesta shall not return any funds or compensate for any losses.

## **11. GOVERNING (APPLICABLE) LAW AND JURISDICTION**

- 11.1. This EULA and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Cyprus.
- 11.2. We and you submit the aforementioned disputes to the jurisdiction of the courts of the Republic of Cyprus.

## **12. GENERAL**

- 12.1. The EULA governs our relationship with you. It does not create any rights for any other person, unless otherwise expressly stated in this EULA.
- 12.2. If any part of this EULA is held to be illegal and/or unenforceable, then it will not affect the legality and/or enforceability of any other part of this EULA. Also, we and you agree to interpret the rest of this EULA in such a way as to reflect your and our intentions in this EULA as far as possible.
- 12.3. If you or we fail to exercise (or delay exercising) any right which you or we may have under this EULA, that failure or delay does not mean that we or you lose that right. If we or you only partially exercise a right or only exercise it once, that will not stop you or us from exercising it again in the future.

## **13. NO RESTRICTION OF CONSUMER RIGHTS**

The provisions of this EULA do not exclude, limit or otherwise restrict the imperative rights vested with the consumers upon relevant provisions of applicable law nor may be construed by anyone in this way.

## **14. CONTACT US**

If you have any questions, complaints, or comments regarding this EULA, please contact us at [support@melesta-games.com](mailto:support@melesta-games.com), tel. +375172908360 or 105 Agion Omologiton Avenue, Nicosia 1080, Cyprus.