

Michael Jakob  
Chief Executive Officer  
Troubi Entertainment  
April 25, 2014

# Troubi Entertainment: King of Math

## Terms of Use

Thank you for your interest in using the mobile application created by Troubi Entertainment. ("Troubi"). These Terms of Use ("Terms") govern your use of the Troubi "King of Math" mobile application ("Troubi App"). King of Math is a mental math trainer following a game-like scheme. Please read these Terms carefully. By using the Troubi App, you are stating that you have read and understand, and agree to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the Troubi App. You agree that these Terms incorporate and include the Troubi App's Privacy Policy, located at the bottom of this document.

### **1. Your Responsibilities.**

- A. You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Troubi App and for paying all charges related thereto.
- B. You do not to use the products of Troubi Entertainment to
  - to violate any third party rights or any local, state, national, or international law or regulation
  - create any materials that are abusive, harassing, tortious, defamatory, libelous or invasive of another's privacy
  - impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity
  - interfere with or disrupt the Troubi App

**2. Personal, Non-Commercial Use Only.** You agree to use the Troubi App only for (a) your personal, non-commercial use or (b) for academic use in your classroom. Troubi does, under certain circumstances. If you would like to use the Troubi App commercially, please get it touch with [support@troubi.com](mailto:support@troubi.com)

**3. Copyright Infringement.** Troubi respects the intellectual property rights of others. It is a violation of this Terms of Service to use the Troubi App to violate copyright law. Pursuant to Title 17 of the United States Code, Section 512, Troubi has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright is being infringed by a user of the

Troubi App, please provide written notice to the following Troubi agent for notice of claims of copyright infringement.

Troubi Entertainment  
ATTN: Copyright Agent  
Am Sand 4, 94577 Winzer  
Germany  
Email: [info@troubi.com](mailto:info@troubi.com)  
Telephone: (+49) 176 91415 803

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow Troubi to locate that material; (d) contain adequate information by which Troubi can contact you (including postal address, telephone number, and email address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

**4. Feedback.** If you choose to provide technical, business or other feedback to Troubi concerning the Troubi App or any Troubi products or services (collectively, "Feedback"), Troubi will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by Troubi of Feedback into any of its products or services does not grant you any proprietary rights therein.

**5. Termination and Suspension.** Without limiting other remedies, Troubi may terminate or suspend your App membership or suspend your access to all or part of the App without notice if Troubi determines, in its sole and absolute discretion, that you have violated these Terms or have engaged in any conduct that Troubi believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of Troubi, any other Troubi App user, or any third party. You may discontinue your participation in and access to the Troubi App at any time.

**6. Modifications To Terms.** Troubi may, in its sole and absolute discretion, change these Terms from time to time. If you object to any such changes, your sole recourse will be to cease using the Troubi App. Continued use of the Troubi App following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**7. Third Party Services; Integration and Links.** Troubi may integrate with certain third party services (collectively, such third parties, "Partners"). The Partner services made available through the Troubi App or the integration of the such sites and services

with the Troubi App are for your convenience only and do not signify the endorsement by Troubi of such Partner sites or services. You agree that to the extent permitted under applicable law, Troubi will have no responsibility or liability for any acts or omissions by partners, any partner services or sites, or any information or other materials found at any other website or internet resource.

**8. Disclaimer of warranties and limitation of Liability**

- A. You expressly agree that use of the Troubi App is at your sole risk. The Troubi App is provided on an "as is" and "as available" basis. Troubi expressly disclaims all warranties of any kind, whether express or implied, with respect to the Troubi App and all partner services (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). You acknowledge that access to data stored by you or others on the Troubi App is not guaranteed and that Troubi will not be responsible to you for any loss of data caused by the Troubi App or its unavailability. You understand and agree that any data, services and/or information downloaded or otherwise obtained through the use of the Troubi App is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom. No advice or information, whether oral or written, obtained by you from Troubi or through the Troubi App will create any warranty from Troubi not expressly made herein.
- B. Under no circumstances will Troubi or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the Troubi App.
- C. If, notwithstanding these terms of use, Troubi is found to be liable, liability of Troubi and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

**9. Disclaimer of Warranties. Exclusions And Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Troubi may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Troubi's liability will be the minimum permitted under such applicable law.

**10. Indemnification.** You agree to indemnify, defend, and hold harmless Troubi and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. Troubi reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Troubi's defense of such claim.

**11. Trademarks.** "Troubi", the Troubi logo, and certain other of the names, logos, and materials displayed in the Troubi App, may constitute trademarks, trade names, or service marks ("Marks") of Troubi or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Troubi or those other entities.

**12. Reverse Engineering.** You shall not, and shall not authorize any third party, directly or indirectly, to reverse engineer, disassemble, reconstruct, decompile, translate, modify or copy the Troubi App under any circumstances.

**13. Copyrights; Restrictions on Use.** The content on the Troubi App (the "Content"), including without limitation, text, audio, video, databases, binary files and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Troubi or its licensors. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Troubi and its applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

**14. Miscellaneous.** These Terms, together with any additional terms to which you agree when using particular elements of the Troubi App (e.g., terms relating to the payment of fees for certain Troubi App content or services), constitute the entire and exclusive and final statement of the agreement between you and Troubi with respect to the subject matter hereof, and govern your use of the Troubi App, superseding any prior agreements or negotiations between you and Troubi with respect to the subject matter hereof. These Terms and the relationship between you and Troubi will be governed by the laws of the State of California as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Troubi App will be brought in the Federal or State courts located in San Francisco County, California, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The failure of Troubi to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of

Troubi and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Troubi App or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will remain in full force and effect notwithstanding any termination of your use of the Troubi App.

**15. Date Last Modified.** These Terms were last modified on April 25, 2014.

## Privacy Policy

Troubi Entertainment (“we” or “Troubi”) knows that you care how information about you is used and shared. By using the service offered through the Troubi King of Math mobile application (the “Troubi App”), you accept and agree to the practices described in this Privacy Policy.

We provide this Privacy Policy to help you make an informed decision about whether to use or continue using the Troubi App.

This Privacy Policy is incorporated into and is subject to the Troubi Terms of Use, located at the top of this document. Your use of the Troubi App and any personal information you enter into the Troubi App are subject to the terms of this Privacy Policy and our Terms of Use.

### **1. Information Collected By Troubi**

- A. **User Provided Information:** Troubi does not collect, transmit, share, or store any user provided information through the Troubi App (“User Information”). No Personally Identifiable or Non-Personally Identifiable Information entered into the Troubi App will be collected or transmitted anywhere.
- B. **Usage Data:** Troubi does collect and transmit anonymous usage data to improve the app performance. This especially includes crash reports and abnormal behavior.

**2. Changes and Updates to this Privacy Policy.** This Privacy Policy may be revised periodically and this will be reflected in the “date last modified” set forth in Section 3 below. If you login to the Troubi App after an update to this Privacy Policy, we will advise you of the update. Your continued use of the Troubi App following such update constitutes your agreement to the revised Privacy Policy.

**3. Date Last Modified.** This Privacy Policy was last modified April 25, 2014.

**4. Questions, Disputes and Contact Information.** If you wish to access, modify or have any dispute regarding your User Information, please contact us with any questions, comments, or concerns as follows:

Troubi Entertainment  
ATTN: Copyright Agent  
Am Sand 4, 94577 Winzer  
Germany  
Email: [info@troubi.com](mailto:info@troubi.com)