

Terms of Service

UL.Game Website – Terms of Use

Last Updated: 30.12.19

1. General

1.1. These Terms of Use (“**Terms of Use**“) constitute a binding agreement between the person who is Using the Website (as defined below) (“**You**” or “**User**“) and NoGame Ltd., an Israeli company (company number 515579860) (“**NoGame**“, “**We**” or “**Us**“), and shall govern Your Use of the Website.

1.2. The Use of the Website is also subject to ULGame’s Privacy Policy (the “[Privacy Policy](#)“) which is available at the Website, and other applicable policies, which are incorporated herein by reference.

1.3. Before Using the Website, please read these Terms of Use and our [Privacy Policy](#). By registering for an account (an “**Account**“) or otherwise Using the Website, You represent: i) that You agree to these Terms of Use and to the Privacy Policy, and ii) that You are 16 or older. If You are between the ages of 16 and 18, You represent that Your legal guardian has reviewed and agreed to these Terms of Use and the Privacy Policy, and iii) that if You Use the Website from a social networking site such as “Facebook” or “Google”, You shall also comply with their terms of use/service.

1.4. BY USING THE WEBSITE, YOU ARE EXPRESSING YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE.

1.5. NoGame reserves the right to change, modify, add or remove parts of these Terms of Use, the Privacy Policy and other relevant NoGame policies at any time, at its sole discretion, by posting the amended version on the Website. All amended terms shall automatically enter into effect immediately upon their publication. By continuing to Use the Website, You will be deemed to have accepted such changes. If at any point You do not agree to any part of our Terms of Use, the Privacy Policy, or any other NoGame policy relating to Your Use of the Website, You must immediately stop using the Website, and Your Limited License to Use the Website (as detailed below) shall terminate immediately.

1.6 Definitions:

1.6.1. **“Use”** shall mean any accessing and/or viewing and/or visiting and/or browsing the Website, through any computer, device or any other source, for any purpose. The Use of the Website is free of charge.

1.6.2 **“Game”** shall mean NoGame’s game called **“No”**, which can be downloaded from the Website.

1.6.3. **“Website”** shall mean NoGame’s website: [UL.Game](#), which enables Users to download NoGame’s application called **“No”** (the **“App”**) and includes a Forum (the **“Forum”**), where You can post

User

Content, including your observations and comments on designated topics.

1.6.4. “**Purpose**” shall mean legal and non-commercial purpose of participating in the Game for self amusement and self entertainment.

1.6.5. “**Nickname**” a user name selected by You when creating an Account. You are allowed to change the Nickname only once from inside the Game’s settings (by entering Game, clicking on the “gear-wheel” icon and then clicking on “change name”).

2. Limited License to Use the Website

2.1. Subject to Your agreement and continuing compliance with these Terms of Use and any other relevant NoGame policies, NoGame grants You a non-exclusive, non-transferable, non-sublicensable, revocable and limited license (“**Limited License**“) to Use the Website for the Purpose only.

2.2. NoGame does not grant to You any license or right except for those expressly granted in these Terms of Use. You agree not to Use the Website for any other purpose other than the Purpose expressly permitted by these Terms of Use.

2.3. Any violation of these Terms of Use, including the Restrictions of Use (as defined below), is strictly prohibited, can result in the immediate revocation of Your Limited License and may subject You to liability for violations of any applicable law.

2.4. NoGame reserves the right to determine what conduct it considered as violation of the Terms of Use and/or the Restrictions of Use, and reserves the right to take any action as a result of such conduct, which may include termination of Your Limited License and prohibition from Using the Website in whole or in part.

3. Restrictions of Use

3.1. You agree not to, and not attempt to, under any circumstances, do any of the following while Using the Website (“**Restrictions of Use**“):

(i) Violate any law, any rights of NoGame or any other person or otherwise misuse or inappropriately Use the Website, or to engage in any illegal conduct.

(ii) Engage in any act or Use the Website in such manner that NoGame considers, in its sole discretion, to be harmful in any way to the Website or to its User’s enjoyment of the Website, or which are in conflict with the spirit or intent of the Website.

(iii) Copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website or any part of it.

(iv) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website or

the Game, or to obtain any information from the Website or the Game using any method. You shall also not modify or cause to be modified any files that are a part of the Website or the Game.

(v) Use the Website if You have previously been removed by NoGame, or previously been banned from playing the Game.

(vi) Use the Website for any commercial purpose, including without limitation, attempt to raise money for any party or any purpose or advertise, promote or attempt to trade or sell any product or service of any kind, or perform market research on the Website. You shall not advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.

(vii) Cheat or use or participate in the use, directly or indirectly, of automation software programs, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Website or in the Game.

(viii) Initiate, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Website, or other attempts to disrupt the Website or any other person's Use or enjoyment of the Website.

(ix) Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website, or any security feature of the Website or any feature that restricts or enforces limitations on the Use of or access to the Website.

(x) Gain unauthorized access to the Website, through Accounts

registered to others or to the computers, servers, or networks connected to the Website by any means other than the User interface provided by NoGame.

(xi) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or engage in ongoing toxic behavior, such as any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.

(xii) Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including NoGame's employees, including NoGame's customer service representatives.

(xiii) Make available through the Website any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a NoGame employee.

(xiv) Collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial.

3.2. You shall monitor Your Account to restrict Use and You will deny access to persons under the age of 16. You accept full responsibility for any unauthorized use of Your Account by persons under the age of 16

3.3. WITHOUT LIMITING ANY OTHER REMEDIES, NOGAME MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS

OR PREVENT THE USE OF THE WEBSITE OR PARTS THEREOF IF YOU ARE, OR NOGAME SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF USE OR THE RESTRICTIONS OF USE, OR COMMITTING ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE WEBSITE, OR IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH OUR POLICIES OR THE SPIRIT OF OUR TERMS OR USE.

4. Intellectual Property Rights

4.1. All rights, title and interest in and to the Website and the Game, including without limitation any game, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, trademarks, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a User, the NoGame's clients and server software ("**NoGame Intellectual Property**") are and shall be solely owned by NoGame.

4.2. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE WEBSITE OR IN NOGAME INTELLECTUAL PROPERTY, AND THAT ALL RIGHTS IN THE WEBSITE ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF NOGAME.

4.3. Notwithstanding any provision to the contrary, You agree that

You have no right or title in or to any content that appears in the Website, including without limitation the Virtual Items (as defined below) appearing or originating in the Game, whether earned in the Game or purchased from third party, or any other attributes associated with an Account or stored on the Website.

5. User Content

5.1. The Website may enable You and other Users to create, post, display and transmit contents, images, texts, communications, sounds, data, and other information (“**User Content**”). By inserting or uploading any User Content while using the Website, You represent and warrant that such insert and upload is accurate and not confidential or misleading, free of viruses, adware, spyware, worms or other malicious code, not in violation of any laws, contractual restrictions or other third party rights, and that You have permission from any third party whose personal information or intellectual property is comprised in the User Content.

5.2. You also acknowledge and agree that any of Your personal information and non-personal information within such User Content will be processed by NoGame in accordance with the Privacy Policy.

5.3. You are solely responsible for the information that You provide to others or post on, through or in connection with the Website. NoGame reserves the right to review, monitor, prohibit, edit, delete, disable access, refuse to post, remove to or otherwise make unavailable any User Content without notice for any reason or for no reason. NoGame assumes no responsibility for the conduct of any

User inserting or uploading any User Content, and assumes no responsibility for monitoring the Website for inappropriate content or conduct.

5.4. We do not, and cannot, pre-screen or monitor all User Content. By using the Website, You may be exposed to User Content that is offensive, indecent or otherwise not in line with Your expectations. Your use of the Website is at Your own risk and You bear all risks associated with the Use of any User Content available in connection with the Website.

5.5. NoGame does not claim any ownership rights in Your User Content and nothing in these Terms of Use is intended to restrict any rights that You may have to use and exploit Your User Content. NoGame has no obligation to monitor or enforce Your intellectual property rights in or to Your User Content.

5.6. In order to create an Account and participate in the Game, You shall be required to select a Nickname. NoGame reserves the right to remove or reclaim any Nickname at any time and for any reason, including but not limited to claims by a third party that a Nickname violates the third party's rights.

6. User Interactions

6.1. The Website may enable You and other Users to communicate and interact with each other through a chat box or the Forum. You agree that You are solely responsible for Your interactions with other Users of the Website and any other parties with whom You interact through the Website and The Game.

6.2. If You have a dispute with any User, You hereby release NoGame and its officers, directors, agents, subsidiaries, joint ventures and employees, from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. NoGame reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with NoGame to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation.

7. Fees and Purchases

7.1. As stated above, the Use of the Game is free of charge. However, the Website may enable You and other Users to purchase, with actual “real world” money, virtual “diamonds” or “gold” for Use in the Game (“**Virtual Items**“) and other goods or services (“**Merchandise**“), all throughout third party platforms, such as the “Apple App Store” or “Google Play”.

7.2. You are only allowed to purchase Virtual Items from our authorized partners through the Website or the App and not in any other way, and You agree that You shall purchase such Virtual Items and Merchandise in accordance with the terms of use/service, regulations and policies of the third parties from which You shall purchase such goods.

7.3. You agree to pay all fees and applicable taxes incurred by You or anyone using the Website and/or an Account registered to You.

7.4. You agree that all sales and redemptions of Virtual Items and/or Merchandise are final and non-refundable, unless the applicable third party shall decide at its sole discretion to provide You with a refund. NoGame may manage, regulate, control, modify or eliminate Virtual Items and/or Merchandise at any time, with or without notice. NoGame shall have no liability to You or any third party in the event that NoGame exercises any such rights.

7.5. YOU ACKNOWLEDGE THAT NOGAME IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS OR MERCHANDISE WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

7.6. The transfer of Virtual Items and Merchandise is prohibited except where expressly authorized by NoGame. Unless expressly authorized in the Website, You shall not sell, purchase, redeem or otherwise transfer Virtual Items or Merchandise to any person or entity or attempt any of the aforesaid, including but not limited to NoGame, another User or any third party.

8. General Terms regarding the Platforms

8.1. The Website enables Users to download the App through the Platforms (as defined below). Therefore, You represent and undertake as follows: (i) these Terms of Use are concluded between You and NoGame, and not between You and the Apple Inc. or any of their

respective affiliates and/or subsidiaries (“**Apple**”), or Google Inc. (or any of their respective affiliates and/or subsidiaries) (all of them, together, shall be referred to as the “**Platforms**”); (ii) Your use of the App on Your mobile device is subject to the respective Platform’s terms and conditions as available in the “App Store” or “Google Play”, as the case may be, and You agree to be bound by their terms; (iii) Platforms disclaims any and all responsibilities and warranties for: (a) for the Limited License granted herein by NoGame; (b) Your Information and any Use of it by NoGame; and (c) maintenance and support services with respect to the App; (iv) in the event of any failure of this App to conform to the limited warranty herein (if and to the extent applicable), if You downloaded the App from “APP Store”, You may notify Apple, and Apple will refund the purchase price for the App (if applicable) as the sole and exclusive remedy from Apple. If You download the App from “Google Play”, than any refund is subject to Google’s terms and conditions (if applicable); (v) any claims and/or demands and/or damages You may have in connection with the App shall not, in any case, be addressed to the Platforms; (vi) By downloading the App from the Platforms You hereby warrant and represent that You are not located in a country that us subject to U.S. Government embargo, or otherwise designated by the U.S. Government as “terrorist supporting” country, and that You are not listed on any U.S. Government list of prohibited or restricted parties.

8.2. Insofar as any terms of “Google” and/or “Apple” apply to the User (as applicable) in connection with the use of the App that conflict with these Terms of Use and/or Your Use of the App, the relevant terms of “Google” and/Or “Apple” (as the case may be) shall prevail.

9.

Termination

9.1. You may terminate Your Use at any time and for any reason by deleting Your Account.

9.2. NoGame may terminate Your Use of the Website at any time and for any reason and We may notify authorities or take any actions it deems appropriate, without notice to You, if We suspect or determine that You may have (i) failed to comply with any provision of these Terms of Use or the Privacy Policy or any policies published by NoGame; or (ii) engaged in actions relating to or in the course of Using the Website that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for You, for NoGame, for any third parties or the Website.

9.3. Upon such termination, You agree not to Use the Website (including any subsequent version of the Website), or to register for any new Accounts. In the event of the termination of these Terms of Use for any reason: (a) the Limited License granted to You will terminate immediately; (b) You must immediately upon receiving any notice of termination cease all Use of the Website and destroy, or erase all copies of the Website in Your possession or control.

9.4. You may, as the result of termination, lose Your Account and all information and data associated therewith, including without limitation Virtual Items and Merchandise purchased by You. You will not be entitled to and NoGame will not be liable to You or any third party for any refund, reimbursement or other liability as a result of any termination permitted under these Terms of Use for any reason, whether by You or NoGame.

10. No Warranty and Disclaimers

10.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTIES OF ANY KIND. NOGAME DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING BY LAW, OR OTHERWISE, REGARDING THE WEBSITE AND ITS PERFORMANCE, OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

10.2. WITHOUT LIMITING THE FOREGOING, NEITHER NOGAME NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, DISTRIBUTORS, LICENSEES OR LICENSORS WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GAME OR THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Limitation of Liability

11.1. UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, IN

NO EVENT SHALL NOGAME BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, OR LIABILITIES WHATSOEVER ARISING FROM, OR RELATING TO THE WEBSITE, OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NOGAME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. UNDER NO CIRCUMSTANCES WILL THE NOGAME BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO NOGAME IN ACCORDANCE WITH THESE TERMS OF USE IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID NOGAME ANY SUCH AMOUNTS IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH NOGAME IS TO STOP USING THE WEBSITE AND TO CANCEL YOUR ACCOUNT.

11.3. NoGame shall not be liable for any delay or failure to perform any of its obligations resulting from causes outside the reasonable control of NoGame, including without limitation due to unforeseen circumstances or cause beyond NoGame's 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.

11.4. Some jurisdictions may not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that NoGame may not disclaim any warranty or limit its liability as set forth herein, the scope and duration of such warranty and the extent of NoGame's liability shall be the minimum permitted under such applicable law.

12. Release and Indemnification

12.1 YOU RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO YOUR USE OF THIS WEBSITE.

13. Miscellaneous

13.1. These Terms of Use, the [Privacy Policy](#) and any of NoGame policies and any documents expressly incorporated by reference herein, contain the entire understanding of You and NoGame, and

supersede all prior understandings of the parties relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between You and Us with respect to the Website.

13.2. You and NoGame agree that if any part of these Terms of Use or of the NoGame Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

13.3. NoGame may assign or delegate these Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without NoGame's prior written consent, and any unauthorized assignment and delegation by You is void and ineffective.

13.4. The failure of NoGame to require or enforce performance by You of any provision of these Terms of Use or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver of NoGame's right to assert or rely upon any such provision or right in that or any other instance.

13.5. The express waiver by NoGame of any provision, condition, or requirement of these Terms of Use or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

13.6. Except as expressly and specifically set forth in these Terms of Use , no representations, statements, consents, waivers, or other acts or omissions by NoGame shall be deemed a modification of these Terms of Use nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of NoGame.

13.7. **Third Party Beneficiaries.** The Platforms shall be considered as third party beneficiaries of these Terms of Use, and shall have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against You as a third party beneficiary.

13.8. **Governing Law.** These Terms of Use and any act or matter related thereto or to the Website will be governed by the laws of the State of Israel without regard to its conflict of laws provisions. You agree that any claim or dispute You may have against NoGame, including but not limited to these Terms of Use, must be resolved exclusively by a court located in Tel-Aviv, Israel, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.9. If a dispute arises between You and NoGame, we strongly encourage You to first contact us directly by sending us an Email to: support@no.game to seek a resolution. We may notify You via postings on the Website and via email or any other communications means and contact information You provide to us. All notices given by You or required from You under these Terms of Use or the Privacy Policy shall be in writing and addressed to: NoGame Ltd., by e-mail: support@ul.game. Any notices that You provide without compliance with this Section on Notices shall have no legal effect.

13.10. You acknowledge that the rights granted and obligations made under these Terms of Use to NoGame are of a unique and irreplaceable nature, the loss of which shall irreparably harm NoGame and which cannot be replaced by monetary damages alone so that NoGame shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by You.

14. Contact Us

If you have any question or problem regarding these Terms of Use, please contact Us by sending us an Email to: support@ul.game , and we will make sure to provide You with an answer and assistance in resolving the issue.