

## **Fun Nation Terms of Use**

These Terms and Conditions, together with our Privacy Policy and all supplemental terms and other documents referenced in these terms (the Terms) govern your use, (in-game) purchases and downloading of our Games, Websites, store and related services made available from time to time, unless we specifically state otherwise (Services).

These Terms form a legally binding contract between you and us. By accessing or using any of the Services you accept and agree to these Terms. If you do not agree to these Terms then please do not access, purchase or use our Services.

Games means any games developed and/or made available by us, whether existing now or in the future.

### **1. About You**

By using the Services, you agree that you are at least 18 years of age, or, if you are younger than 18 years of age that you have reviewed these Terms with your parent(s) or guardian(s) and they have agreed to these Terms on your behalf and they take full responsibility for your compliance with them. If we are informed by a parent/guardian that their child has misrepresented their age when registering for our Games or Services and the actual age of the child is below 13 years of age, we will Stop the Account (as defined below) provided we have the information which satisfies us that the reporting person is indeed the parent or guardian of that child.

### **2. Who We Are**

**2.1** We are Onekeno Games Pte Ltd, a Singapore based company specializing in the development of gaming platforms, with regional offices in Kuala Lumpur and Manila, with register number 202025931G.

**2.2** You can contact us at [info@onekeno.com](mailto:info@onekeno.com) or whatsapp +65 9457 0396.

### **3. Changes to These Terms**

We may change these Terms from time to time, for example in order to ensure that we remain compliant with applicable laws or to reflect any changes we make to the Services or otherwise. It is your responsibility to check these Terms regularly before using any of our Services. Your continued use of our Services from the date of change will be deemed your acceptance of the amended Terms.

### **4. Privacy**

This policy applies to personal information held about our customers, people who visit our websites, and anyone else whose personal information we hold.

#### 4.1. WHAT INFORMATION DO WE COLLECT ABOUT YOU?

What information we hold will depend on our relationship with you. Typically, this may include the following:

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| Customers | <ul style="list-style-type: none"><li>● Your contact information such as name and (if you choose to provide them) your phone number and email address;</li><li>● Your game user account generated by our game server for you;</li><li>● Analytics ID – a randomly generated anonymous identifier used to distinguish activity from one game account versus another in our analytics data;</li><li>● Third party account ID – for example your account with Facebook, Game Center, WeChat, Google, which you may use to sign into your game account, leverage your social graph, or integrate with third party features (such as achievements);</li><li>● Usage data including information about how you use our website, products and services and your game progress;</li></ul> |
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#### 4.2. HOW WE COLLECT INFORMATION ABOUT YOU

We will collect this information in a variety of ways depending on how we interact with you.

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|--|--|
| Direct interactions                    | <p>You may give us your identity, contact or other information by filling in online forms or by corresponding with us by post, phone, in-game, email or otherwise. This includes personal data you provide when you:</p> <ul style="list-style-type: none"><li>● Use our products or services;</li><li>● Create a game account in one of our games or on our website, if any;</li><li>● Interact with our Customer Services or our Privacy Office;</li><li>● Subscribe to our mailing lists;</li><li>● Give us feedback;</li><li>● Provide services to us.</li></ul> |
| Automated technologies or interactions | As you interact with our website or our  |

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|---------------|---|
| (optional)    | games we may automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, pixels, server logs and other similar technologies. We may also receive technical data about you if you visit other websites employing our cookies. You can reject our collection of cookies through individual browser settings.  |
| Third parties | <ul style="list-style-type: none"> <li>● We may receive personal data from a third party. if you link it with the Service or make it available to us via your privacy settings. This may include your third party account ID, game profile and user ID – for example from your account with Facebook, Game Center, WeChat or Google which you may use to sign into your game account, leverage your social graph, or integrate with third party features (such as achievements).</li> <li>● Technical data from advertising networks and</li> <li>● Search information providers.</li> <li>● References and other information if you apply for a position with us.</li> </ul> |

### 4.3 HOW WE USE YOUR INFORMATION

We use different information in different ways:

- To send you communications related to our services and games, answer your enquiries or deal with your complaints;
- Providing and managing our services including our games;
- Allowing you to participate in our website features;
- Verifying and confirming payments (where relevant interacting with third party payment providers);
- Account verification and clearance;
- Direct marketing letting you know about products and services that may be of particular interest to you;
- Administering surveys and opinion polls;
- Managing competitions and/or promotions and your registration for the same;
- Technical and usage information/analytics to help us develop games that our customers want to play and to improve them and to detect cheating and activities that ruin the experience of players using our games, security risks, fraud and other

unlawful activity;

- Business and website analysis and improvement;
- The provision of social features as part of our services;
- Customizing your personal experience;
- To send you related information such as updates, security alerts and support messages;
- On-site and in-app advertising and promotion of our goods and services and those of our service providers and trusted third parties;
- Website, system administration and account verification;

## **5. Account**

**5.1** To use certain of our Services you may be required to create an account with us. To create an Account, you must provide truthful and accurate information about yourself on the Account registration page and keep that information up-to-date. You may not share your Account with others and are solely responsible for keeping the login credentials to your Account confidential. You are responsible for all activities associated with your Account. We may Stop your Account or permanently remove any content or Virtual Items from any of our Services at our reasonable discretion if we have reasonable grounds for believing you have violated any of these Terms. References to “Stopping” or to “Stop” an Account includes temporarily or permanently disabling, suspending, banning or muting an Account. If your Account is disabled or banned, you will no longer be able to access your Account and any licenses previously granted to you to use our Games and Services will be either temporarily or permanently revoked. THIS MEANS YOU WILL LOSE YOUR ACCOUNT, CHARACTERS AND ANY IN-GAME ITEMS OR CURRENCY.

**5.2** If we take any of the above actions, you may raise your concern by contacting our customer services via Email: [info@onekeno.com](mailto:info@onekeno.com).

**5.3** We do not guarantee the ongoing supply of any games or services or that content will be available at all times, in all locations, or at any given time or that will continue to offer such games, services and content for a particular length of time.

## **6. Deletion and Recovery of Your Account**

**6.1** If you want to permanently delete your account you may easily request your account deletion at any time by email to us.

**6.2** When you request to delete your account, you will need to answer two questions to identify you as the true account owner, which answers will enable us to successfully verify your account information. Subsequently, the account deletion process will automatically begin, subject to a 15-day cooling-off period, before the account including all its items and content will automatically be fully and irreversibly deleted. Whilst the deletion process is being undertaken, during the cooling-off period, your account will be deactivated and any content associated with the account will no longer be accessible by you but will continue to be visible to other users until

the expiration of the cooling-off period. During the cooling-off period you will have the opportunity to recall your deletion request by sending us a message via the in-game portal or to [info@onekeno.com](mailto:info@onekeno.com). If you do not recall your account within the cooling-off period, your account will, upon the expiration of the cooling-off period, automatically be irreversibly, fully and permanently deleted, including all items purchased and other associated content under your account. Following the deletion of your account and associated content, it may take us up to another 30 days to remove it from backups and disaster recovery systems.

**6.3** If you have initiated the deletion or deactivation of your account by yourself (provided your account has not been deleted or deactivated by us due to your non-compliance with these Terms), then, until the expiration date of the cooling-off period (i.e. 15 calendar days from your deletion request), you will be able to recover or reactivate your account by contacting our customer services via the in-game portal or by email:[info@onekeno.com](mailto:info@onekeno.com). Following such a request, you will need to answer two questions to identify you as the true account owner, which answers will enable us to successfully verify you as the legitimate account owner, recover your account and abort your account deletion process.

## **7. License**

Our Services, Games, Accounts, Virtual Items and all related materials (including without limitation, software, code, information, content, data, text, characters, music, sounds, videos) made available by us or on our behalf and all related copyright and other intellectual property rights in such Services, Games, Virtual Items and materials (together Content) are licensed, not sold, to you under these Terms. Subject to your strict compliance with these Terms, we grant you a limited, non-transferable, non-sub-licensable, revocable and non-exclusive license to use our Content for your own personal and non-commercial use. If you breach any of these Terms, we may immediately terminate or suspend any license to you at our sole discretion acting reasonably. You acknowledge that all intellectual property and other rights in the Content are and will remain our sole property and that you will have no ownership, title or other proprietary interest in and to the Content, regardless of whether you 'earned' or 'purchased' such Content.

## **8. YOUR LEGAL OBLIGATIONS AND PROMISES TO US**

**8.1** You confirm that:

**8.1.1** all information and details provided by you are true, accurate and up-to- The rights granted under these Terms are strictly personal to you and you must not make the Services or your password(s) available to anyone else; and

**8.2** You agree to compensate us where we pay damages or incur any other losses or expenses (including legal fees) in respect of any claim made by a third party due to your breach of these Terms or contrary to any other laws and regulators or the rights of a third party.

## **9. Rules of Conduct And Your Use of the Services**

**9.1** You acknowledge our rules of conduct and agree that in using the Services you will not:

**9.1.1** use or allow the use of the Services for any purpose or activity that is illegal, unlawful or in breach of these Terms;

**9.1.2** reproduce, distribute, publicly display or perform, translate, modify, adapt, create, derivative works from, deconstruct, reverse engineer, decompile or disassemble, in any manner the Services, source code in the Services or any portion thereof;

**9.1.3** sell, rent, lease, share or provide access to your Account or access or attempt to access the Accounts of other users or penetrate or attempt to penetrate any security measures relating to the Services;

**9.2** To the extent the Services functionality technically permits, you shall not post or communicate any person's "real world" personal information whilst using the Services, particularly not in any chat rooms or forums.

**9.3** We reserve the right to access, monitor and/or record any online activities within our Services and by acceptance of these Terms you give us your express consent to access and record your activities.

**9.4** Any breach of the above rules of conduct shall be determined by us at our discretion, acting reasonably in all circumstances.

## **10. Payment**

**10.1** All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorize payment to us, your order will not be accepted and we will not be liable for any delay.

**10.2** It is your own responsibility and you must comply with the terms and conditions applicable to your chosen payment method, as set by the payment provider. We may add or remove any payment methods in relation to our Services at our sole discretion and without prior notice to you.

## **11. Updates**

You agree that the Games and any aspect of the Services may automatically download and install updates, upgrades and additional features that we deem reasonably necessary and/or beneficial to our business, operations or to you. These Terms shall apply to any updates, upgrades and/or additional features that are not

distributed with a separate license or other agreement.

## **12. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY**

**12.1** Our games and services are provided on an “as is” And “as available” Basis. To the fullest extent permitted under applicable law, we provide no express, implied or statutory warranties that you will be able to access or use our games or services at the times or locations of your choosing or that our games or services will be uninterrupted or free of errors, bugs, corruption, loss, interference, hacking or viruses. Accordingly, we are not liable to you for any loss or damage that might arise, for example, from the interoperability, unavailability or security vulnerabilities of our games and services or from your reliance on the quality, accuracy, or reliability of our games and services. We also make no guarantee that our games and services will work with or can be accessed on any particular devices, platforms, operating systems or equipment, or in conjunction with any particular software or connectivity services. We do not accept responsibility for such equipment, software or services.

**12.2** To the maximum extent permissible by law, our total liability, whether arising in contract, tort, strict liability or otherwise, including liability for any losses, costs, expenses or damages that you suffer in connection with a game or services or these terms shall not exceed (in aggregate) the monetary amount equivalent to the fees, relating to the game or services, actually paid by you to us during the twelve (12) months prior to the date of the cause of action first arising. Notwithstanding the foregoing, nothing in these terms shall exclude or limit our liability for fraudulent misrepresentation, death or personal injury resulting from our negligence or the negligence of our employees or agents, or any other liability that cannot under any applicable law be excluded or limited.

## **13. General**

These Terms and any document incorporated by reference constitute the entire agreement between you and us and supersede any previous terms between us in relation to such matters. The limitations, exclusions and restrictions in these Terms shall pass to the benefit of our licensors, successors and assigns. These Terms are drafted in the English language and will be translated into other languages. The English language version of these Terms shall prevail if there is any conflict or inconsistency requires clarification. The headings in these Terms are for ease of reference only and shall be disregarded in construing or interpreting the Terms. If we fail to enforce any provision of these Terms, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. If any provision of these Terms is found by a court to be invalid, we agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision and that other provisions remain in full force and effect. We may transfer all or part of our rights or duties under these Terms provided we take reasonable steps to ensure that your rights under these Terms are not prejudiced. A person who is not a party to these Terms shall have no rights to enforce any of its terms.