

## EULA

BY CLICKING ON THE "OK" BUTTON, THE END USER ("YOU") AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT, THE TERMS OF USE AND PRIVACY POLICY (COLLECTIVELY, THE "EULA").

PLEASE READ THIS EULA CAREFULLY AND MAKE SURE THAT YOU FULLY UNDERSTAND IT. YOU ARE PERMITTED TO USE THE APPLICATION (AND ALL SERVICES PROVIDED BY PULSANIM INTERACTIVE, SARL. ("PULSANIM" and "WAATAVI") OR THIRD PARTIES IN CONNECTION WITH THE APPLICATION) ONLY IF YOU AGREE TO COMPLY WITH THE EULA. YOU WILL HAVE THE OPPORTUNITY TO CHOOSE TO ACCEPT OR REJECT THIS EULA. YOU MAY USE THE APPLICATION UNLESS YOU CLICK ON THE *BUTTON*.

*1. By visiting, accessing, browsing and/or using the website located at <http://www.waatavi.com/> (the "Site") and/or any of the services offered on the Site (the "Services"), you acknowledge that you have read, understood, and agreed to be bound by this EULA and the Terms of Use ("TOU") and Privacy on our Site and to comply with all applicable laws and regulations. This EULA is a legal agreement between you and Pulsanim. You represent that you have the capacity to enter into this EULA. If you do not agree to this EULA, please do not use Application (defined below), products or Services from this Site. Pulsanim reserves the right, in its sole discretion, to change, modify, add or remove portions of this EULA at any time by updating this posting. You are responsible for reviewing this EULA from time to time, and will be deemed to have accepted any changes posted should you use the Services after the posting of such changes.*

*2. Subject to the terms and conditions of this EULA, Pulsanim hereby grants you a limited, revocable, non-exclusive, paid-up, nontransferable license to use the proprietary Pulsanim.com software application (the "Application") solely to play the free online games made available to you on the Site. You may not copy, modify, reverse engineer or translate the Application without the prior written consent of Pulsanim. The Application allows you to play free online games (through the Internet) compete with other players and enter in a virtual world. This license may not be used by you for any purpose except as expressly provided for herein, without the express prior written consent of Pulsanim. Any assignment, transfer or conveyance in violation of this provision shall be null and void. The Application is given free to users who accept the present EULA. Pulsanim will not be responsible for providing any updates, enhancements or modifications to the Application, or for otherwise maintaining or supporting the Application. The Application doesn't benefit from any user help. The diffusion and the operating conditions of the Application can be modified or can be stopped at all times and without notice by Pulsanim, in a temporary or definitive manner, without leading to any compensation. Pulsanim will not be held responsible for any dysfunctions noted after the exploitation stop. Pulsanim, in its sole discretion, reserves the right to take any actions and impose any penalties to discourage and punish any violation of this EULA, notably, but not exclusively by deactivating your account.*

*3. The content, information, graphics, design, products, music, Services, including but not limited to downloads, interactive features, as well as any trademarks, service marks and logos and all other matters related to this Site ("Materials") are protected by law, including, but not limited to, French copyright laws and international treaties. Access to the Application or the Materials from territories where their contents are illegal is prohibited. Those who choose to access the Site from other*

locations do so on their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the Internet, data, e-mail, and privacy. You agree that Pulsanim, in its sole discretion, may terminate your access to and use of the Site, Application and Materials, for any reason, including, without limitation, if Pulsanim believes that you have violated or acted inconsistently with the letter or spirit of this EULA. Upon termination, you must destroy all Materials and any copies obtained from the Site. Your right to use the Site and Application is not transferable and any password or rights given to you to obtain Materials is not transferable. This EULA contains our entire understanding relating to the use of the Site, Application, Materials and supersedes any prior written or oral agreement or understandings between us with respect to this Site, Application and Materials and cannot be changed or terminated by you except in writing signed by an authorized representative of Pulsanim.

4. In order to access this Application, you are required to give Pulsanim some Personally Identifiable Information as described in the Privacy Policy. This information permits Pulsanim to identify you when you connect to the Application. When using the Application, Pulsanim will also collect other Non-Personal Information including, without limitation, number of plays, scores, etc. While playing online, the Application will transmit certain information to Pulsanim. The information is collected without interrupting the user, and is used as follows:

- To provide better services and customer experience.
- To do statistics on the use of our Application and our products.
- To calculate your ranking in the community.
- To provide you, by the slant of the Application, information on our products, services and/or events.
- To exchange boosts and items
- To allow multiplayer interaction between users
- To chat
- To provide you with advertisements, special offers, or promotions which might interest you. This interest is calculated according to the type of games listed on your Application, and is connected to any Personally Identifiable Information.

Data transmission between the Application and our servers will not impact your computer's performance or your Internet connection. Please review our Privacy Policy carefully before using the Site or using the Application.

5. Any object downloaded and use from the Site, including, without limitation, any files, images incorporated in or generated by the software, code or data accompanying the site are licensed to you under terms of this EULA or the specific terms of use (whether supplied by Pulsanim or a third party) applicable to any of the Materials.

6. Notices to you, including but not limited to changes to this EULA or other policies, may be made via e-mail, regular mail or by displaying such notices or links to notices generally on the Site. Please note that this EULA may be updated by Pulsanim from time to time without notice to you. You can review the most current version of the EULA at any time by checking this Site. You are responsible for regularly reviewing this EULA to ensure that you are in compliance. In addition, when using Pulsanim Materials and Services, you shall be subject to any guidelines or rules applicable to such Materials and Services that may be posted on the Site from time to time. All such guidelines or rules are hereby incorporated by reference into this EULA. Pulsanim reserves the right in its sole discretion to modify or

*delete any Materials appearing on the Site or to terminate the Site without notice to you.*

*7.You agree that your access to and use of the Site, the Application and the Materials, including but not limited to the Services provided hereunder, may be terminated by Pulsanim for any or no reason without prior notice. In the event of such termination, you acknowledge and agree that Pulsanim may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to and use of such files, the Site, the Application, Services and/or the Materials. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site, the Application, Services or the Materials, may be referred to appropriate law enforcement authorities. Further, you agree that Pulsanim shall not be liable to you or any third party for any termination of your access to the Site, the Application, Services or the Materials.*

*8.This Site contains Materials supplied by Pulsanim and its parents, affiliates and subsidiaries, as well as other sources, and is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Pulsanim owns or licenses or has the right to display all of the Materials provided on the Site. Except as stated herein, none of the Materials may be copied, duplicated, edited, adapted, reproduced, distributed, republished, uploaded, downloaded, displayed, performed, broadcast, posted, modified, enhanced, licensed, sold, resold, rented, transferred or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of Pulsanim or the copyright, trademark and/or service mark owner in each instance. Notwithstanding the foregoing and unless specified otherwise in the EULA, permission is granted to download and display the Materials from this Site for personal, non-commercial use only, provided you do not modify, copy or distribute the Materials and that you retain all copyright, trademark, service mark, patent and other proprietary notices contained in the Materials. These permissions terminate automatically if you breach any of these TOU. Upon termination, you will immediately destroy printed Materials. Any unauthorized use of any Materials contained on the Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not use the Materials for conducting unwanted solicitations or communications via e-mail, electronic link, or otherwise, or for disseminating any information that is unlawful, pornographic, libelous or otherwise objectionable as determined in Pulsanim's sole discretion. Use of the Application and Materials for any purpose not expressly permitted in this EULA is prohibited. As noted herein, reproducing, copying, or redistributing the Materials on this Site for commercial purposes is strictly prohibited without the express written permission of Pulsanim. For information on requesting such permission, please send a written request to Pulsanim. Decisions to grant or deny permission are within the sole discretion of Pulsanim. Any unauthorized use of any Materials or the Application may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not use the Materials or the Application for conducting unwanted solicitations or communications via e-mail, electronic link, or otherwise, or for disseminating any information that is unlawful, pornographic, libelous or otherwise objectionable as determined in Pulsanim's sole discretion.*

*9.Pulsanim's Services require hardware, software and Internet access. By using the Site, the Services and the Materials, you acknowledge that these requirements are necessary for a good user experience. You agree that Pulsanim is not responsible for any hardware, software or Internet access*

*or unavailability issues and you agree to hold Pulsanim harmless for any such issues.*

*10. UNLESS OTHERWISE EXPLICITLY STATED, THIS SITE, THE APPLICATION AND THE MATERIALS ARE FURNISHED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS AND PULSANIM ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. TO THE FULLEST EXTENT PERMITTED BY LAW, PULSANIM, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES AND THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE, APPLICATION, SERVICES, INFORMATION AND MATERIALS OR IN ANY COMMUNICATION WITH YOU REGARDING THE SITE, APPLICATION, SERVICES, INFORMATION AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS. PULSANIM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, ADEQUACY, COMPLETENESS, RELIABILITY OR OTHERWISE RESPECTING THE APPLICATION, SERVICES, INFORMATION AND/OR MATERIALS ON THIS SITE OR ANY WEBSITES LINKED TO THIS SITE.*

*11. IN NO EVENT WILL PULSANIM, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES AND THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, WHETHER ARISING FROM TORT (INCLUDING NEGLIGENCE) OR CONTRACT, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOST PROFITS, COST OF COVER, OR ANY OTHER DAMAGES ARISING OUT OF THE SITE, APPLICATION, SERVICES, INFORMATION AND MATERIALS PROVIDED, OR THE USE OR INABILITY TO USE THE SITE OR THE APPLICATION OR ANY OF THE SERVICES, INFORMATION AND MATERIALS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF PULSANIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF ANY WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE. PULSANIM'S TOTAL LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THIS SITE OR ONE HUNDRED DOLLARS, WHICHEVER IS LESS. ANY CLAIMS RELATING TO MATERIALS DOWNLOADED PURSUANT TO A SEPARATE LICENSE ARE GOVERNED SOLELY BY THAT LICENSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.*

*12. You hereby agree to indemnify, hold harmless, and at Pulsanim's option defend Pulsanim, and its respective officers, directors, employees, agents, licensors, representatives and third party providers of the Services from and against any and all costs, damages, expenses, liabilities or obligations (including attorneys' fees and expenses) incurred as a result of claims asserted against it by any third party that directly or indirectly arise out of or otherwise relate to your access to and use of the Site, Services, Application, information and Materials, including without limitation, your failure to comply with this EULA, the Privacy Policy, the TOU or any other agreement.*

*13. This EULA and the relationship between you and Pulsanim shall be governed by and construed in accordance with the French laws without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the French courts. The failure of Pulsanim to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is found by a court of competent jurisdiction to be invalid, the parties*

*nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this EULA shall remain in full force and effect. A printed version of this EULA and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this EULA to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any term or other provision of this EULA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions will nevertheless remain in full force and effect. Pulsanim is not responsible for delay or failure to perform due to causes beyond its reasonable control. Please direct any inquiries and/or comments to [contact@pulsanim-interactive.fr](mailto:contact@pulsanim-interactive.fr) or:*

*Pulsanim Interactive  
1 rue Saint Cybard  
16000 Angoulême  
France*

*Please report any violations of the EULA to [contact@pulsanim-interactive.fr](mailto:contact@pulsanim-interactive.fr) or:*

*Pulsanim Interactive  
1 rue Saint Cybard  
16000 Angoulême  
France*

**ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.**