

## TERMS OF SERVICE

Please read these Terms of Service and our [Privacy Policy](#) carefully before using Kaneva Services. Whenever you use the Services, you agree to be bound by all of the terms and conditions of these Terms of Service. If you don't agree to all the terms and conditions you must not use our Services.

References to "Kaneva," "Us" or "We" means Kaneva Inc and Kaneva's Corporate Family including PokerLife, and CasinoLife.

Kaneva Inc. is located at 270 Carpenter Drive NE, Sandy Springs GA 30328, if you're in the United States. References to "Kaneva," "Us" or "We" mean Kaneva .

In all cases, "Kaneva," "Us," or "We" includes agents, consultants, employees, officers and directors.

### 1. DEFINITIONS

"Account" means an account you create when you access the Services.

"Community Rules" means the rules of conduct that govern your interaction with our Services and other players and can be found on our website.

"Feature Terms" means any other rules related to specific services like platforms and APIs, applications for mobile devices, forums, contests, subscriptions or loyalty programs that We may publish which apply to your use of those specific services and state they are part of these Terms.

"Offers" means special programs, including offers, excursions, and special gifts, both digital and tactile, that Kaneva may offer from time to time to certain eligible players.

"Services" refers to products, games, services, content, Kaneva.com and/or the other domains provided by Kaneva.

"Terms of Service" or "Terms" means these terms of service.

"User Content" means all the data that you upload or transmit on or through the Service. This includes things like your profile picture or your in-game chat.

"Virtual Items" means (a) virtual currency, including but not limited to virtual coins, cash, tokens, or points, all for use in the Service and (b) virtual in-game items.

"Kaneva Corporate Family" refers to Kaneva's subsidiaries, parent companies, joint ventures and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers and directors.

"Kaneva Affiliates" refers to the Kaneva Corporate Family plus Kaneva's and the Kaneva Corporate Family's third-party content providers, distributors, licensees or licensors.

### 2. CHANGES TO THESE TERMS

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms, Community Rules, Feature Terms, and Privacy Policy at any time by posting the amended Terms, Community Rules, Feature Terms, or Privacy Policy on our sites or within the Service (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless We state otherwise, changes are effective when posted. If you continue to use the Services after the changes are posted you

agree to the changes. New versions of the Terms, the Community Rules and the Privacy Policy and any other policies, codes or rules will be accessible at [www.Kaneva.com](http://www.Kaneva.com) or from within the Services.

If you have a dispute with Kaneva, the version of the Terms, the Community Rules, Feature Terms, and the Privacy Policy in effect at the time Kaneva received actual notice of the dispute will apply to such dispute. However, if you keep using the Service after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can't make changes to the Terms, Community Rules, Feature Terms, or Privacy Policy unless both you and Kaneva sign a written amendment.

If the Terms or the Privacy Policy have provisions that conflict with other Kaneva terms or policies, the provisions in these Terms and the Privacy Policy win.

### 3. ACCOUNT INFORMATION AND SECURITY

In order to use our Services, We may ask you to create an Account and select a password and/or provide Us with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Kaneva's **Privacy Policy**. You agree to supply Kaneva with accurate, complete, and updated information, particularly your email address.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. You are solely responsible for any activity in your Account whether or not authorized by you, including purchases made using any payment instrument (for example, App Store credentials, credit card, PayPal or social network or platform virtual currency).

Tell us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password.

### 4. PRIVACY

Kaneva's **Privacy Policy** tells you how We collect and use information about you and your computer or mobile device, and how you can use the Services to share such information with others. You understand that through your use of our Services you acknowledge the collection, use and sharing of this information as described in Kaneva's **Privacy Policy**. If you don't agree with the Privacy Policy, then you must stop using our Services. We encourage you to read the Kaneva **Privacy Policy** carefully and use it to make informed decisions.

### 5. USING OUR SERVICES

**Who can use our Service:** We are excited to have you start playing our games, but there are some limits on who can use our Service.

You may **not** use our Service if:

- You cannot enter into a binding contract with Kaneva;
- **You are under 13 years of age**, in which case you must not create an Account, use any part of the Service except games with an age screen after accurately identifying your age, or submit personal information through the Service or to Kaneva (for example, name, address, telephone number, email address);
- You are not allowed to receive products, including services or software, from the United States, for example if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals;
- You are a convicted sex offender; or
- You have previously been banned from playing any Kaneva game or using any Kaneva Service.

If you are under the age of 18, or under the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these Terms.

**Additional Important Rules and Terms:**

If you use our Service, you must follow the Kaneva Community Rules and all other Feature Terms that may apply. These additional rules and terms apply in addition to these Terms and are important. Please read them. If you access the Service from a social network or download the Service from another platform, such as Apple or Google, you must also comply with its terms of service/use as well as these Terms.

**Accessing our Service:**

To access or play our games or create an account with Us, you may need an account with a social network, like Facebook, and, if you are using our mobile Service, an account with the company that provides your mobile applications, like an iTunes account. You may need to update third party software from time to time to receive the Service and play Kaneva's Games.

We provide the games. You provide the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, or for data or cellular usage to download and use the Service.

**Service Changes and Limitations:**

The Service is evolving and We may require that you accept updates to the Service as well as to the Terms, Community Rules, and the Kaneva Privacy Policy. From time to time we may make you update the game or your software to continue to use Our Services. We may perform these updates remotely including to Kaneva software residing on your computer or mobile device, without notifying you.

*Kaneva reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or any part of it will be automatically terminated or suspended. If that happens, Kaneva is not required to provide refunds, benefits or other compensation to players in connection with discontinued elements of the Service or for virtual goods previously earned or purchased.*

KANEVA MAY, IN ITS SOLE DISCRETION LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR ANY PORTION OF IT AND PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT AND KANEVA IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

**Deleting your Account:**

You may stop using the Service at any time and may request that We stop making active use of your data at any time by following the instructions in the Privacy Policy. ***Unless the local law where you are located requires otherwise, We are not required to provide refunds, benefits or other compensation if you request deletion of your Account.***

6. OWNERSHIP; LIMITED LICENSE

**Games and Service:**

The Service is comprised of works owned by Kaneva, and it is protected by copyright, trademark, trade dress, patent and other US and non-US intellectual property and other applicable laws, rules or regulations. Kaneva owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. These Terms do not grant you or any other party any right, title or interest in the Service or any content in the Service.

So long as you abide by these Terms and any other rules, including the Community Rules, Kaneva grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in these Terms, to access and use

the Service using a Kaneva supported web browser or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

If you violate these Terms, or any of Our other terms that apply to you, We may take action against you, up to and including permanently suspending your account. In addition, you may be breaking the law, including violations of Kaneva's intellectual property rights. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY KANEVA GAME IS A VIOLATION OF KANEVA POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

**Your Account and Virtual Items:**

Regardless of what anything else says in these Terms, the **Community Rules**, or any other Feature Terms that apply to features you may choose to use, you do not own the Account that you create on Our Service, including in Our games, and your Account is not your property. This also applies to other stuff, like in-game currency or items, regardless of whether you "earned" those items in a game or "purchased" them. Your account and any related items are owned by Kaneva. Kaneva gives you a limited license to use your account and the related items while We offer the Services

WE MAY DELETE OR TERMINATE ACCOUNTS THAT ARE INACTIVE (*I.E.*, NOT LOGGED INTO) FOR 180 DAYS. IF YOU WANT US TO DELETE YOUR ACCOUNT, YOU CAN OPEN A SUPPORT TICKET FROM WITHIN THE GAME.

You are not allowed to transfer Virtual Items outside of the Service (*i.e.*, in the "real world"), for example by selling, gifting, or trading them. We won't recognize those transfers as legitimate. You are not allowed to sublicense, trade, sell or attempt to sell in-game Virtual Items for "real" money, or exchange Virtual Items for value of any kind outside of a game. Any such transfer or attempted transfer is prohibited and void, and We may terminate your Account because of it.

**User Content:**

If you transmit or upload User Content on the Service, you agree that it will be:

1. accurate;
2. not confidential;
3. not in violation of the law;
4. not in violation of contractual restrictions or other parties' rights, and that you have permission from any other party whose personal or other information or intellectual property is contained within the User Content;
5. free of viruses, adware, spyware, worms or other malicious code;
6. in compliance with the Kaneva **Community Rules**.

Your User Content will be processed by Kaneva in accordance with its **Privacy Policy**. You own your User Content, but you give Kaneva a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, license to use your User Content and any modified and derivative works thereof in connection with the Service, including in marketing and promotions. To the extent allowed by applicable laws, you waive any moral rights you may have in any User Content (like the right to be identified as the author of the User Content or the right to object to a certain use of that User Content).

Kaneva's license to your User Content ends when you request deletion of your User Content by submitting a request to [support@kaneva.com](mailto:support@kaneva.com), stating that you no longer want Kaneva to use your User Content, with the following exceptions

1. User Content submitted in response to Kaneva promotions (which will be subject to the terms of the promotion);
2. User Content either shared with others which they have not deleted or already used publicly as allowed under these Terms; and
3. User Content subject to a separate license with Kaneva (which will be subject to the terms of such license).

If you request deletion of your User Content we will take reasonable steps to remove your User Content from active use, which may include suppression of your User Content in our systems. However, User Content may persist in our systems, including back-up copies. We may also retain copies of User Content if we are legally required to do so.

When you post your observations and comments on the Service such as in forums, blogs and chat features, We cannot guarantee that other players will not use the ideas and information that you share. If you have an idea or information that you would like to keep confidential and/or don't want others to use, don't post it. **KANEVA IS NOT RESPONSIBLE FOR ANY OTHER PERSON'S USE OR APPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.**

#### 7. MONITORING USE OF SERVICE AND USER CONTENT

We have no obligation to monitor User Content and We are not responsible for monitoring the Service for inappropriate or illegal User Content or conduct by other players. That said, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content.

We may also, at our discretion, choose to monitor and/or record your interaction with the Service or your communications with Kaneva or other players (including without limitation chat text and voice communications) when you are using the Service.

We are not responsible for information, materials, products or services provided by other players (for instance, in their profiles). However, if someone is violating these Terms or misusing the Service, please let Us know by using a "Report Abuse" link provided in the Service or contact us at [support@kaneva.com](mailto:support@kaneva.com).

#### 8. YOUR DEALINGS WITH OTHER PLAYERS

You are responsible for your interactions with other players. If you have a problem with another player, We are not required to get involved, but We can if We desire.

If you have a dispute with another player, you release Kaneva and its officers, directors, agents, subsidiaries, joint ventures, and employees, and all Kaneva Affiliates from responsibility, claims, demands and/or damages (actual or consequential) of every kind and nature, whether known or unknown, resulting from that dispute or connected to that dispute. This includes damages for loss of profits, goodwill, use or data.

If you live in California, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

## 9. PAYMENT TERMS

We provide a service in the form of access to games and Virtual Items. In the Service you may use "real world" money to obtain a limited license to use Virtual Items and/or other goods or services.

### **How it Works:**

You get a limited license to Virtual Items by visiting the purchase page in one of our games and providing billing authorization through the platform on which You are playing (e.g., Facebook, Apple iOS, Android).

On Kaneva.com, the payment page will let you know what you can use to pay when you make your purchase. We may change what you can use to pay from time to time, at Our sole discretion. Virtual Items purchased in Our games on other platforms such as Facebook, Apple iOS, or Android will be subject to those platforms' payment terms and conditions. Kaneva does not control how you can pay or how any refunds may be issued on those platforms. Please review those platforms' terms of service for additional information.

When you get a limited license to use Virtual Items from our Services on Kaneva.com, We may send you a confirmation email or text that will have details of the items you have ordered. Please check that the details in the confirmation message are correct as soon as possible and keep a copy of it for your records. Kaneva keeps records of transactions in order to deal with any future questions about that transaction.

For Virtual Items, your order will represent an offer to Us to obtain a limited license for the relevant service(s) or virtual in-game item(s) which will be accepted by Us when We make the Virtual Items available in your account for you to use in our games or debit the account through which you paid, whichever comes first. Your limited license to Virtual Items for use in Kaneva games is a service provided by Kaneva that starts when We accept your payment or redemption of third party virtual currency.

For orders to obtain a limited license to use Virtual Items, by clicking the button on the purchase window or page you:

1. agree that We may start to supply your purchased Virtual Items immediately after you have clicked that button; and
2. if you reside in the European Union, you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Virtual Item.

You understand that while you may "earn" "buy" or "purchase" Virtual Items in our Services, You do not legally "own" the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Any "virtual currency" balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your limited license.

### **ALL SALES ARE FINAL:**

YOU ACKNOWLEDGE THAT KANEVA IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH KANEVA.COM OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

**PURCHASES OR REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY TO ACQUIRE A LICENSE TO USE VIRTUAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.**

If you purchase third party currency or choose to make a payment in our Services through a third party (like Facebook, Apple, or Google), you are agreeing to the third party's payment terms, and Kaneva is not a party to the transaction.

**Additional Payment Terms:**

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Kaneva may revise the pricing for the goods and services it licenses to you through the Service at any time.

**Billing Support:**

For billing support, call our billing support team at xxx (North America) or your country code + 80011551398 (all other countries). (Please note that telephone support for billing-related issues and questions is available in English only.) These telephone numbers are for billing related issues and questions ONLY. The person that answers the telephone at these billing support telephone numbers will NOT be able to help you with technical issues, game play, or in-game purchasing questions. They really are just there to help with billing questions.

10. PROMOTIONS AND OFFERS

From time to time, We may offer limited time promotions. Please review the official rules (if any) associated with the promotion. They will apply in addition to these Terms.

In addition, from time to time, We may promote Offers. We are not required to give, and players are not required to accept, any Offer. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to get the Offer. Some Offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before You accept the offer. If you accept an Offer you also assume all liability associated with the Offer.

THIRD PARTY ADVERTISING

Our Service and our games may feature advertisements from Us or other companies. Our Privacy Policy explains what information We share with advertisers. Please read it.

Sometimes We provide links in Our games or on the Service to other companies' websites or to companies who invite you to participate in a promotional offer and offer you some feature of the Service or upgrade (such as in-game currency) in exchange. Any charges or obligations you take on in dealing with these other companies are your responsibility.

We make no representation or promises about any content, goods or services these other companies provide, even if linked to or from Our Service or games. Also, just because We allow a link to be included in Our games or Service does not mean We endorse that linked site. We are not liable for any claim relating to any content, goods and/or services of third parties.

Please also note that the linked sites are not under our control and may collect data or ask you to provide them with your personal or other information, or they may automatically collect information from you. When you use other companies' services like these, the other company's service may (or may not) ask you for permission to access your information and content. We are not responsible for these other companies' content, business practices or privacy policies, or for how they collect, use or share the information they get from you.

12. COPYRIGHT NOTICES/COMPLAINTS

We respect the intellectual property rights of others and ask that you should, too. We respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA") and similar or equivalent local laws that may apply. For more information, please go to Kaneva's Copyright Page to review our

DMCA Notification Guidelines. We reserve the right to terminate any player's access to the Service if We determine that the player is a "repeat infringer." We do not have to notify the player before We do this. We also accommodate and do not interfere with standard technical measures copyright owners use to protect their materials.

### 13. FEEDBACK AND Unsolicited Ideas

Sometimes, We may request your feedback on certain features through a promotion or our customer insights program. Any feedback you provide at Our request through a promotion or program is subject to the rules of the specific promotion or program.

### 14. WARRANTY DISCLAIMER; SERVICES AVAILABLE ON AN "AS IS" BASIS

Neither Kaneva nor any Kaneva Affiliate makes any promise or guarantee that the Service will be uninterrupted or error-free.

USE OF THE SERVICE IS AT YOUR SOLE RISK. IT IS PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, KANEVA AND ANY KANEVA AFFILIATE MAKE NO WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. KANEVA AND ANY KANEVA AFFILIATE DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE.

If your state or country does not allow these disclaimers, they do not apply to you. If your state or country requires a certain period for which a warranty applies, it will be either the shorter of 30 days from your first use of the Service or the shortest period required by law.

### 15. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE THAT KANEVA AND THE KANEVA AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE RISK OF USING THE SERVICE AND EXTERNAL SITES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICE AND EXTERNAL SITES.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICE, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF KANEVA AND/OR THE KANEVA AFFILIATES IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID KANEVA AND/OR THE KANEVA AFFILIATE IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID KANEVA OR ANY KANEVA AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE



AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH KANEVA AND/OR ANY KANEVA AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described above. So these limitations/exclusions may not apply to you if you reside in one of those states or countries.

#### 16. INDEMNITY

If you use or misuse the Service, or if you violate these Terms or any other applicable rules, including the Community Rules or Feature Terms, and that results in loss or damage or in a claim or liability against Kaneva or any Kaneva Affiliate, you agree to indemnify, defend and hold harmless Kaneva and/or the Kaneva Affiliate (which means you agree to compensate Kaneva and/or the Kaneva Affiliate on a "dollar for dollar" basis) for that loss, damage, claim or liability, including compensating Kaneva and/or the applicable Kaneva Affiliate for our legal fees or expenses. If Kaneva or the Kaneva Affiliate wants to, they are allowed to take exclusive charge of the defense of any case on which you are required to compensate or reimburse them, and it will be at your expense. You also have to cooperate in Kaneva's and/or the Kaneva Affiliate's defense of these cases. Kaneva and/or the Kaneva Affiliate will use reasonable efforts to let you know if they learn of any claim on which you have to compensate or reimburse them. This will apply even if you stop using the Services or your account is deleted.

#### 17. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

##### **THIS SECTION ONLY APPLIES TO PLAYERS IN THE US AND CANADA.**

If you are having a problem with the Service, many issues can be resolved on one of our forums. For issues relating to certain other issues, you may find resolution by clicking on our "Support" link.

Before bringing a formal legal case, first contact our Customer Support team at [support@kaneva.com](mailto:support@kaneva.com) to address your issue. Most disputes can be resolved that way.

##### **We Both Agree to Arbitrate**

If we can't resolve our dispute through Customer Service, ***you and Kaneva or any member of the Kaneva Corporate Family all agree to resolve any claims relating to the Terms, the Privacy Policy, Feature Terms or Kaneva's Services through final and binding arbitration.*** This applies to all kinds of claims under any legal theory, unless the claim fits in one of the exceptions in the Exceptions to Agreement to Arbitrate sub-section. It also applies even after you stopped using your Kaneva account or deleted it.

An arbitration proceeding is before a neutral arbitrator instead of a judge and jury, so ***we are all giving up our right to a trial before a judge and jury.*** Arbitrations have different rules than lawsuits in court. They are less formal than lawsuits in courts, and provide limited opportunity to force the other side to share information relevant to the dispute—a process called discovery. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. But, if any of us does not like the arbitrator's decision, the courts only have a limited ability to change the outcome of arbitration or make the arbitrator reconsider his or her decision.

If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that, too.

In addition, if you, Kaneva or a Kaneva Corporate Family member brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). You, Kaneva or the Kaneva Corporate Family member may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

### **The Arbitration Process**

The American Arbitration Association (AAA) will run the arbitration between you and Kaneva or the Kaneva Corporate Family member, and AAA's then-current rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes) will be used. If something in these Terms is different than AAA's rules and procedures, then we will follow these Terms instead. You can look at AAA's rules and procedures on their website [www.adr.org](http://www.adr.org) or you can call them at 1-800-778-7879. **To start an arbitration proceeding, use the form on AAA's website ([www.adr.org](http://www.adr.org)) or call them at 1-800-778-7879.**

### **Exceptions to Agreement to Arbitrate**

We all agree that we will go to court to resolve disputes relating to

1. Your, Kaneva's, or a Kaneva Corporate Family member's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents); or
2. your violation of the Community Rules.

For more information about which court we can go to for resolving these types of disputes, see Section 19 (Venue for Legal Disputes Not Subject to Arbitration).

### **No Class Actions**

We all agree that we can only bring a claim against each other on an individual basis.

#### ***That means:***

1. ***Neither you nor Kaneva nor any member of the Kaneva Corporate Family can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action.***
2. ***The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless we both agree to change this).***
3. ***The arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other Kaneva players, and cannot be used to decide other disputes with other players.***

If a court decides that this subsection on "No Class Actions" is not enforceable or valid, then the entire Section 17 (Agreement to Arbitrate and Class Action Waiver) will be null and void (*i.e.*, go away). But, the rest of the Terms, Feature Terms, Community Rules, and Privacy Policy will still apply.

### **Changes to Section 17 on Agreement to Arbitrate and Class Action Waiver**

We will give you 60-days' notice by email or through the Service if We change Section 17 on our Agreement to Arbitrate and Class Action Waiver.

### 18. APPLICABLE LAW

The Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether Section 17 (Agreement to Arbitrate and Class Action Waiver) can be enforced and how it should be interpreted.

Apart from that, if you are United States resident, these Terms and our relationship will be governed by California law, except for its conflicts of laws principles.

### 19. VENUE FOR LEGAL DISPUTES NOT SUBJECT TO ARBITRATION

If you are a United States resident, judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 17 must be brought in state or federal court in Atlanta, GA unless we both agree to some other location. You and Kaneva both consent to venue and personal jurisdiction in Atlanta, GA.

If you reside outside the United States, judicial proceedings must be brought in the courts Atlanta, GA, unless we both agree to some other location, and you and Kaneva both consent to venue and personal jurisdiction in Atlanta, GA.

## 20. SEVERABILITY

Except as described in Section 17 under the “No Class Actions” heading, if any part of these Terms, Feature Terms, Community Rules or the Privacy Policy is not enforceable, the rest of these Terms, Feature Terms, Community Rules and the Privacy Policy still applies and is binding and any unenforceable term will be substituted reflecting our intent as closely as possible.

## 21. ASSIGNMENT

We may give our rights, or Our obligations, under these Terms, Feature Terms, Community Rules, or our Privacy Policy to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms, Feature Terms, Community Rules, or our Privacy Policy without first getting Kaneva’s written consent, and any attempt to do so without our consent is void.

## 22. ENTIRE AGREEMENT

These Terms, and any other policies or rules We reference in these Terms, make up the entire agreement between you and Us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us.

## 23. LANGUAGE OF THE TERMS

If We provide a translated version of these Terms, Feature Terms, the Community Rules, the Kaneva Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

## 24. NO WAIVER

If We do not enforce a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy, that does not waive our right to do so later. And, if We do expressly waive a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by both you and Us to be legally binding.

## 25. NOTICES

We may notify you by posting something on [www.Kaneva.com](http://www.Kaneva.com), or in the Kaneva game(s) you play, and sending you an e-mail or using other ways of communicating with you based on the contact information you provide to Us. If you are a player in the United States, and you have to give Us notice of something according to the Terms, Feature Terms, Community Rules, or our Privacy Policy, the notice must be in writing and addressed to Kaneva Inc., Attn: LEGAL DEPARTMENT, 270 Carpenter Drive, Sandy Springs, GA 30328 unless we have provided a more specific method way of notifying us.

If you are a player outside of the United States, and you have to give Us notice of something according to the Terms, Feature Terms or the Kaneva Privacy Policy, the notice must be in writing and addressed to: LEGAL DEPARTMENT, 270 Carpenter Drive, Sandy Springs, GA 30328, unless we have provided a more specific method way of notifying us.

Any attempted notice that does not follow these rules has no legal effect.

## 26. EQUITABLE REMEDIES

You agree that given the unique and irreplaceable nature of the rights granted and obligations made under these Terms and the Community Rules, if you breach these Terms, Feature Terms, Community Rules and/or our Privacy Policy, or intend to breach these Terms, Feature Terms, Community Rules or Privacy Policy, money damages alone will not be enough to repair the harm to Kaneva. Therefore, for disputes that are not required to be resolved through arbitration as described in Section 17, Kaneva may seek injunctive or other equitable relief (*e.g.*, get a court order to make you stop doing whatever you're doing that is causing harm) if you breach or intend to breach these Terms, Feature Terms, Community Rules or our Privacy Policy and Kaneva does not have to post any bond or surety or submit proof of damages.

You agree to limit your claims to claims for money damages, as limited by Section 15 (Limitations; Waivers of Liability). And, you agree not to seek injunctive or equitable relief or otherwise seek to stop Us from operating any aspect of the Service or any Kaneva Game.

## 27. FORCE MAJEURE

We are not liable for any changes or problems out of our control, for example changes or problems caused by like natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## PRIVACY

Please read Kaneva's Privacy Policy before using Kaneva's services because it will tell you how we collect, store, use and disclose your personal information when providing these services to you.

If you have questions or complaints regarding our Privacy Policy or practices, please see [Contact Us](#).

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### Introduction

Kaneva develops and publishes social games for the web and mobile devices. "Kaneva," or "we" or "us" refers to Kaneva Inc. and the Kaneva Corporate Family in this Privacy Policy. The Kaneva Corporate Family means Kaneva's subsidiaries, parent companies, joint ventures and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers and directors. If you don't live in the United States, Kaneva Game Ireland Ltd. controls your personal data.

This Privacy Policy applies whenever you play our games or otherwise access any of our other products, services, content, Kaneva.com and/or the other domains provided by Kaneva, together referred to as "Services." This Privacy Policy describes:

- what information we collect, how we collect it, and why
- how we use that information and with whom we share it
- how you can access and update that information
- the choices you can make about how we collect, use, and share your information
- how we protect the information we store about you

If you do not want Kaneva to collect, store, use or share your information in the ways described in this Privacy Policy, you may not play Kaneva's games or use Kaneva's Services.

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### Information We Collect and How We Collect It

#### **Information About You That We Get From Connected Third-Party Applications, Including Social Networks (like Facebook)**

If you play Kaneva's games or access any of our other Services on connected third-party applications or connect our Services to any third-party applications, including social networks like Facebook, Kaneva may receive certain information about you from the provider of the third-party application. The information we receive depends on the Kaneva game you're playing, the third-party application, your privacy settings and, if applicable, your friends' privacy settings on that third-party application.

For example, Kaneva may collect and store some or all of the following information shared by the provider of the connected third-party application:

- your first and last name;
- your profile picture or its URL;
- your user ID number (like your Facebook ID number), which may be linked to publicly-available information like your name and profile photo;
- the user ID number and other public data for your friends;
- the login e-mail you provided to that third-party application when you registered with it;
- your physical location and that of the devices you use to access our Services;
- your gender;
- your birthday and/or age range;
- information about your activities on or through the connected third-party application;
- other publicly-available information on the third-party application; and/or
- any other information that you or the provider of the third-party application share with Kaneva.

If you access our Services from a third-party application or connect our Services to a third-party application, you should also read that third-party application's Terms of Service and Privacy Policy.

If you are unclear about what information a third-party application is sharing with us, please go to the third-party application to find out more about their privacy practices.

### **Cookies and Automated Information Collection**

We and service providers acting on our behalf, like Google Analytics, store log files and use tracking technologies such as:

- cookies, which are small pieces of data transferred to your mobile device or computer for record-keeping purposes;
- web beacons, which let us know if a certain page was visited or whether an e-mail was opened;
- tracking pixels, which allow us or our advertising partners to advertise more efficiently and effectively; and
- local shared objects, also known as flash cookies, which help us to reduce fraud, remember your in-game preferences and speed up load times.

We and our service providers use these log files, tags, and tracking technologies to collect and analyze certain kinds of technical information, including:

- IP addresses;
- the type of computer or mobile device you are using;
- your operating system version;
- your mobile device's identifiers, like your MAC Address, Identifier For Advertising (IDFA), and/or International Mobile Equipment Identity (IMEI);

- your browser types;
- your browser language;
- referring and exit pages, and URLs;
- platform type;
- the number of clicks on a page or feature;
- domain names;
- landing pages;
- pages viewed and the order of those pages;
- the amount of time spent on particular pages; and
- game state and the date and time of activity on our websites or games.

In some cases, we will connect this information with your social network ID or Kaneva user ID.

***Please note that companies delivering advertisements on our Services may also use cookies or other technologies as described below in Third Party Advertising Including Tailored Advertising and Analytics, and those practices are subject to those companies' own policies.***

For more information on how to limit the types of cookies you allow, please see [Opting out of Cookie Tracking](#).

#### **Other Information from Your Mobile Device**

If you play Kaneva games on your mobile device, in addition to your device identifiers, we may also collect:

- the name you have associated with your device;
- your telephone number;
- your country; and
- your specific geolocation;
- your mobile contacts (as further described below in "Information About Your Contacts"); and
- information about Kaneva and other third-party apps you have on your device.

If you want to adjust your privacy preferences on your mobile device, please see [How to Access, Update and Manage Your Information](#).

#### **Information About You That You Share With Us Directly**

When you use our Services (whether through a social network or through Kaneva directly), you may give us information directly (like when you're setting up your account) and we will store that on our systems and use it for the purposes described in this Privacy Policy.

Some games or parts of our Services may use a more traditional registration or account set-up process where you may be asked to give us some or all of the following information:

- your age or birthday;
- your first and last names;
- your e-mail address;
- a password; and
- other information that helps us make sure it's you accessing your account or helps us improve our services.

We may also let you create a player profile, separate from your social networking site profile (for example, your Facebook profile), that other Kaneva players can see. Your player profile may include information like:

- a profile photo;
- game username(s);
- your gender;
- biographic details (like your age or age range);
- approximate location information that you provide;
- links to your profiles on various social network;
- details about the games you play; and
- a Kaneva player ID number that is created by Kaneva and used to identify your profile.

Certain information in your Kaneva profile may be publicly accessible on Kaneva's websites that offer direct access to Kaneva games, including:

- The Kaneva player ID;
- Your first and last names; and
- Your player profile picture.

**Except for games designed for children under 13, your Kaneva player ID number used to identify your account and player profile will appear in the URL of your profile page. It will only allow access to information you make public in your settings.**

#### **Information About Your Contacts**

We may give you the ability to import your address book contacts or manually enter them so that you can locate your contacts on Kaneva and invite them to join you in our games or other aspects of our Services. You are responsible for getting your contacts' permission when you opt to give their contact details to us. We may also get information about you from other Kaneva users importing or entering their contacts. We use and may store this contact information to help you and your contacts connect through our Services. If you want to remove your contacts stored by us, follow the instructions provided in the game to request that we remove them from our systems. If you need to enter a password to allow us to access your address book, we will not store that password.

#### **Information You Generate Using Our Communications Features**

Except for games designed for children under 13, you may be able to take part in certain activities on our Service that let you communicate or share information not just with Kaneva, but also with other Kaneva players. These include:

- participating in player forums and message boards;
- posting public comments to other players' profiles or gameboards;
- sending private messages or invitations to other players, either directly on our websites or to their e-mail accounts;
- chatting with other players; and/or
- posting photos or drawings.

You acknowledge and expressly agree that we may access in real-time, record and/or store archives of these communications, comments, photos and drawings on Kaneva's servers to make use of them to protect the safety and well-being of our players and Kaneva's rights and property in connection with our Services; to conduct research; to operate, improve, personalize and optimize our Services and our players' experiences, including through the use of analytics; and to manage and deliver contextual advertising.



### **Payment Information**

If you purchase a license to use in-game virtual currency or virtual items in a game you play on Kaneva.com, our third-party payment processor will collect the billing and financial information it needs to process your charges. This may include your postal address, e-mail address and financial information. Kaneva does not collect or store your financial information, like credit card numbers. However, Kaneva's payment processors may share non-financial information with us related to your purchases, like your name, billing address and the items purchased in order to fulfill your order. Kaneva may also obtain the billing and payment information that you provide when your purchase is processed by someone else (like Facebook, Apple or Google) such as when you purchase something in a game you play on a social network or that you downloaded on your mobile device. Our **Terms of Service** explain our policies and terms relevant to our charges, billing practices, third-party credits and virtual currencies. Please note that purchases of third party credits or currencies may also be subject to those parties' policies.

### **Customer Support Correspondence**

Except as provided herein, when you ask for help from our **Customer Support** team, we will collect and store the contact information you give them (generally, your name and e-mail address), information about your game play or activity on our Services, and your Kaneva player and/or social network ID number. We will also store the communications you have with the Customer Service team and any information in those communications in order to provide support and improve the Services. For users of our games designed for children under 13, we will use your contact information for the sole purpose of providing a one-time response to your question. We will then delete your information from our servers.

### **Information You Give Us For Text Messaging Services**

We receive and store the information you provide, including your mobile telephone number, when you choose to sign up to receive SMS messages.

### **Other Sources**

We may collect or receive information about you from other sources like third-party information providers. We use this information along with information you provide us directly, for example, to help you and your friends connect or to serve you advertising more tailored to your interests.

If you would like to learn more about how we secure your information, please see **Security of Your Information**.

### **How We Use the Information We Collect**

The main use of the information we collect and store is to provide a better gaming experience, but there are other uses as well. The uses for which we collect and store your information include:

- to operate, improve and optimize our Services and our players' experiences;
- to create your game accounts and allow you to play our games;
- to identify and suggest connections with other Kaneva players and personalize our Services to you;
- to enable players to communicate with each other;
- to provide technical support and respond to player inquiries;
- to protect the safety and well-being of our players;
- to protect Kaneva's rights and property in connection with our Services;
- to prevent fraud or potentially illegal activities, and to enforce our Terms of Service;
- to manage and deliver contextual and behavioral advertising;
- to notify players of in-game updates, new products or promotional offers;
- to administer rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by us or our business partners;

- to comply with our legal obligations, resolve any disputes we may have with you or other players, and to enforce our agreements with third parties; and
- to conduct research.

One important use of your information is communication. If you have provided your e-mail address to Kaneva, we will use it to respond to customer support inquiries, and keep you informed of your in-game activity, including comments from friends, let you know about in-game status such as "crops ready" as well as tell you about gift and neighbor requests. Some messages, like invites for friends to join you in a game, may include your name and profile photo. We may also send promotional e-mail messages and promotional SMS messages (e.g. text messages) ("Promotional Communications") directly or in partnership with other parties, in accordance with your marketing preferences. Each Promotional Communication will offer you choices about receiving additional messages. Receipt of such communications depends on Kaneva having certain contact information from you. If you play one of our games designed for children under 13, you will not be able to provide us with certain contact information. Please see the section on Our Policies Concerning Children for more information.

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### **How We Share Your Information**

We may disclose or publish aggregated information (information about you and other players collectively that is not intended to specifically identify you, for example, players between the ages of 21 and 25 who live San Francisco) and other non-personal information about our players for industry analysis, demographic profiling, marketing, analytics, advertising, and other business purposes.

In addition, we may share your information (which may include personal information) with third parties (in other words, parties other than Kaneva) or allow third parties to collect this information from our Services in the following circumstances:

#### **Your Consent**

With your consent, we may share your information with third parties or allow them to collect your information from our Services in some ways not specifically described in this Privacy Policy.

#### **Friends and Other Kaneva Players**

The Service supports and often encourages you to interact with other players. In most Kaneva games, if you play through a social network or register through a social network (for example, Facebook Connect), your social network friends will see your name, profile photo and descriptions of your game activity. Similarly, in many Kaneva games, other players, regardless of whether they are your social network friends or not, will be able to see descriptions of your game activity (including the identification of any Kaneva games you have played), communicate with you within our Services, and view your game profile, which may include your name or a "game name" and your profile photo. For example, in Kaneva Poker, any other player may see your game profile if you are playing at the same table. In certain cases, your profile photo can reveal your social network ID or Kaneva player ID, and access to a social network ID or Kaneva player ID may allow others to view the public information associated with your related social network profile or Kaneva account. Other players may also be able to send you game requests or even friend requests through the related social network's or Kaneva's communication channels.

#### **Third-Party Advertising Including Tailored Advertising and Analytics**

We have advertising on our Services so we can continue to offer many of our Services for free.

We do not actively share personal information with third-party advertisers for their direct marketing purposes unless you give us your consent.

When advertisers or ad networks place ads in our Services, they may collect or we may share the following types of information from within our Services:

- performance data (like the number of clicks on an advertisement);
- aggregated and/or de-identified information about you and other players collectively that is not intended to specifically identify you (like players between the ages of 21 and 25 who live San Francisco);
- certain technical information (for example, IP addresses, non-persistent device identifiers such as IDFAs, and de-identified persistent device identifiers such as a hashed Android ID);
- your social network ID;
- and other contextual data about your game play (for example, your level and session length).

The information collected may be used to:

- measure how effective ads are, to offer you targeted advertising in order to personalize your experience by showing you advertisements for products and services that are more likely to appeal to you (a practice known as behavioral advertising), and/or
- undertake web analytics (like Google Analytics which is used to analyze traffic and other player activity to improve your experience).

Advertisers or ad networks may collect this information through the use of tracking technologies like browser cookies and web beacons, and they may use a single tracking technology or multiple tracking technologies at the same time.

Please note, after clicking on a third party advertisement, you may no longer be on a site hosted by Kaneva or the social network through which you are playing Kaneva's games.

If you do not want to receive tailored in-application advertisements from third parties, please see **How to Access, Update and Manage Your Information**. Please note that no tailored advertisements will be delivered for Kaneva games designed for children under 13, though Kaneva may allow contextual advertisements to be displayed.

### **Safety, Security and Compliance with Law**

Your information, and the contents of all of your online communications in our Services and between You and Kaneva may be accessed and monitored as needed to provide our Service and may be disclosed:

- when we have a good faith belief that we have to disclose the information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, or legal process (for example, a court order, search warrant or subpoena);
- to satisfy any laws or regulations that apply;
- where we believe in our sole discretion that the Service is being used in committing a crime, including to report such criminal activity or to share information with other companies and organizations for the purposes of fraud protection, credit risk reduction, and other security precautions;
- when we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and
- to protect the rights or property of Kaneva and other applicable third parties, including to enforce our **Terms of Service**.

### **Offer Walls**

Kaneva games or their purchase pages may display an "offer wall" that is hosted by an offer wall provider. The offer wall allows third-party advertisers to provide virtual currency to players in exchange for interacting with an advertisement or for completing a marketing offer that may include signing up for an account with one of those advertisers. These offers are not made by Kaneva. These offers may be shown to you based on certain technical information, like your geographic area or de-identified demographic information. After clicking on one of these offers, you will no longer be on a site hosted by Kaneva or the social network through which you are playing

Kaneva's games. To properly credit player accounts and to prevent fraud, a unique identifier, in some cases your social network ID or Kaneva player ID, will be shared with the offer wall provider.

### **Third-Party Service Providers**

We will share your information with third-party companies to perform services on our behalf, like processing payments, analyzing data, optimizing game play, e-mail delivery, hosting services, customer service and to help us in our marketing efforts, including managing and delivering contextual and tailored advertisements. We contractually require these third-party service providers to maintain the confidentiality of the information we share with them, and we contractually require them not use your information for anything other than to provide services on our behalf.

### **Sale or Merger**

In the event that Kaneva undergoes a business transition (including proposed transactions), like a merger, acquisition by another company, or sale of all or part its assets (like selling a game), we may disclose or transfer all of your information, including personal information, to the successor organization in the transition. We will make reasonable efforts to let you and other players know (in the way described in [Changes to Our Privacy Policy](#)) of the business transition before transferring your personal information.

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How to Access, Update and Manage Your Information

### **Information We Receive From a Third-Party Application Where You Play Our Games or From Your Mobile Device**

To manage the information Kaneva receives about you from a third-party application where you play our games, like Facebook, you will need to follow the instructions for the third-party application for updating your information and changing your privacy settings. The privacy management tools for applications on Facebook can be found [here](#). To review and update information associated with your Kaneva game profile in certain games, visit the "settings" page in that game. You also can manage some aspects of information collection and use by visiting the "settings" page of your mobile device and reviewing the permissions of each application or "app."

Once Kaneva receives your information from a third-party application or your mobile device, that information is stored and used by Kaneva in accordance with this Privacy Policy. You may access and update that information as described below.

### **Accessing and Updating Your Information Held by Kaneva**

If you want to review, delete, or change the information Kaneva has about you or have additional questions, e-mail us at [support@Kaneva.com](mailto:support@Kaneva.com). We will respond to your request within thirty days.

### **Stopping Use of Your Information**

If you no longer want Kaneva to make active use of your information, you may send an e-mail to [support@Kaneva.com](mailto:support@Kaneva.com). Place "Delete My Account" in the subject line and include your first name, last name, e-mail address and your social network ID for the social network from which you access our Services (if applicable) in the body of the e-mail (for example, your Facebook user ID). We will respond to your request within thirty days. Please note that certain records, for example those relating to payments or customer service matters, will be held for legal and accounting purposes. If you have sent content through or posted content on the Service, we may not be able to delete it.

### **Opting Out of Geolocation**

If you have previously allowed us to access your geolocation data, you can stop making geolocation available to us by visiting your mobile device's settings for the relevant application or the "settings" page for the relevant game.

### **Opting Out of Ongoing Collection of Information About Non-Kaneva Apps You Have On Your Device**

To the extent that one of our games is collecting information about non-Kaneva apps you have on your device, the

game will provide you with an option to stop making that information available to us in the "settings" page for the relevant game.

#### **Opting Out of Promotional Emails from Kaneva**

If you want to stop receiving promotional e-mails from Kaneva, click on the "unsubscribe" link in any promotional email from Kaneva or visit the e-mail preference [page](#). Please note that once we receive your request, it may take an additional period of time for your opt-out to become effective. Your unsubscribe or e-mail preference change will be processed promptly, and in no event longer than ten business days.

#### **Opting Out of Other Communications**

You can opt out of receiving SMS messages (for example, text messages) by texting back STOP to the number we send the text from for that particular SMS message program. In some cases a preferences management page will also be available. When we receive an opt-out message from you for SMS messages, we may send a message confirming our receipt of your opt-out.

When you install our apps on your mobile device you can choose to receive push notifications, which are messages an app sends you on your mobile device even when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

#### **Opting Out of Third-Party Tailored Advertising**

If you are interested in more information about tailored advertising and your choices to prevent third parties from delivering tailored web and mobile web advertising you may visit the following websites:

- [Network Advertising Initiative Consumer Opt-Out Page](#) or the [Digital Advertising Alliance Opt-Out Page for U.S.-based advertising](#); and
- [Your Online Choices UK website for EU-based advertising](#).

These opt-out tools are provided by third parties, not Kaneva. Kaneva does not control or operate these tools or the choices that advertisers and others provide through these tools.

In addition, if you do not want to receive tailored in-application advertisements from third parties that relate to your interests in apps on your mobile device, you may opt- out by adjusting the ad tracking settings on your device. You can also reset the "Advertising Identifier" (like an IDFA) from your mobile device's settings page, which will prevent continued use of existing behavioral data tied to the previous "Advertising Identifier." Further, depending on the platform provider (such as Apple or Google), you may be able to download apps, such as the Digital Advertising Alliance's "AppChoices" app, that offer to provide you with control regarding the collection and use of cross-app data for tailored advertising. Like the opt-out tools mentioned above for web, these mobile opt-out tools are provided by third parties, not Kaneva. Kaneva does not control or operate these tools or the choices that advertisers and others provide through these tools.

***Please note that you may still receive advertisements from third parties within Kaneva's games even if you opt out of tailored advertising but they will not be based on your activity across unrelated web sites or apps.***

#### **Opting Out of Cookie Tracking**

You can set your web browser to warn you about attempts to place cookies on your computer or limit the type of cookies you allow.

If you disable cookies, you may lose some of the features and functionality of our Services because Kaneva cookies are necessary to track and enhance your game activities.

Our websites and games may contain advertisements from Third-Party Services, which are companies other than Kaneva that may link to their own websites, online services or mobile applications. We are not responsible for the privacy practices or the content of these Third-Party Services. If you have any questions about how these Third-Party Services use your information, you should review their policies and contact them directly.

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### **Our Policies Concerning Children**

Most of our websites and games are not for children under the age of 13 and we do not knowingly collect any personal information from children under 13. Children under 13 should not use these websites or games at any time. If we learn that we have inadvertently gathered personal information from a child under 13, we will take reasonable measures to promptly remove that information from our records.

Kaneva provides social casino games which are intended to be enjoyed by adults. Kaneva does not knowingly collect personal information (as that term is defined under the Children's Online Privacy Protection Act (COPPA)) from users under the age of 13, except as permitted by COPPA. For example, Kaneva may collect persistent identifiers to support the internal operations of its games. If Kaneva learns that a child under the age of 13 has provided us with personal information that is not subject to a COPPA exception, Kaneva will delete such information.

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International Operations and Transfers Out of Switzerland and the EEA

**IMPORTANT: When you use Our Services, your data may be sent to the United States and possibly other countries.**

If you don't live in the United States, our Kaneva location in the USA. will control your personal data.

As part of our international operations, we may transfer data to our Affiliates (which means subsidiaries, parent companies, joint ventures and other corporate entities under common ownership with Kaneva Inc.) from time to time for our legitimate business purposes. For example, Kaneva Inc. provides certain services to its Affiliates.

We store information about players and visitors to our sites on servers located in the United States, and we may also store this information on servers and equipment in other countries. Personal data collected within Switzerland and the European Economic Area ("EEA") may be transferred to, and stored at, a destination outside of Switzerland and the EEA. The data we hold may also be processed by employees operating outside of Switzerland and the EEA who work for us or one of our Affiliates or for one of our vendors. This staff may be engaged in, among other things, (i) the processing of transactions and your payment details and (ii) the provision of support services. When we transfer your personal information internationally we will take reasonable steps to ensure that your personal information is treated securely, lawfully and in the manner we describe here. Please note that laws vary from jurisdiction to jurisdiction, and so the privacy laws applicable to the places where your information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you are resident.

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### **How Long We Keep Your Information**

How long we retain your information depends on why we collected it and how we use it. We will not retain your personal information for longer than is necessary for our business purposes or for legal requirements. For instance, we may retain some information for a few years after you have closed your account with us if this is necessary to

meet our legal obligations or to exercise, defend or establish legal rights.

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### Security of Your Information

We implement security measures to help protect the security of your information both online and offline. We take steps to ensure that your data is treated securely and in accordance with this Privacy Policy. These measures vary based upon the sensitivity of your information.

If you have an account registered directly with Kaneva, your profile information is protected by the password you use to access your Kaneva account. It is important that you protect and maintain your Kaneva account's security and that you immediately tell us of any unauthorized use of your account. If you forget the password to your Kaneva account, the Service allows you to request that instructions be sent to you that explain how to reset your password. If you access our Services through a social network and your social network account is hacked, this may lead to someone playing your Kaneva games without your permission. So, be careful to keep your social network account information, including your social network account password, secure as well. We urge you to log out of your Kaneva account and any social network account you have used to access our Services after you use it.

When you sign into your Kaneva account or enter payment information, we or our third party payment processor use encryption to transmit that information.

While we take precautions against possible security breaches of our Services and our customer databases and records, no website or Internet transmission is completely secure. We cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur, and we cannot guarantee the security of your information while it is being transmitted to our Service. Any transmission is at your own risk. If you have questions about the security of our websites, please contact us at [support@Kaneva.com](mailto:support@Kaneva.com).

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### Changes to Our Privacy Policy

If we decide to make material changes to our Privacy Policy, we will tell you and other players by placing a notice on Kaneva.com or its equivalent in-game, or by sending you a notice to the e-mail address we have on file for you prior to the change becoming effective. We may supplement this process by placing notices on game blogs, social network pages, and/or forums and on other Kaneva websites. You should periodically check [www.Kaneva.com](http://www.Kaneva.com) and this privacy page for updates.

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### Contact Us

If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please send an e-mail to [support@Kaneva.com](mailto:support@Kaneva.com).

## **PLAY SAFE**

### **Play Secure**

Our goal at Kaneva is to provide the most fun, most social, and overall best online gaming experience possible, and that means ensuring that Kaneva games are safe and secure.

We go to great lengths to protect your information and your privacy, but there are also simple things you can do as a player to contribute to the safety of Kaneva's games. For example, taking a few steps to protect your Kaneva account will help make sure your gameplay remains fun and uninterrupted.

Here are some tips to help you play secure:

- Never give anyone your login name and password for your Kaneva account or for the platform on which you play Kaneva games (e.g., Facebook, Apple, Google Play, etc.). Kaneva and its employees will never ask for your login information.
- Never give out your personal information, like your social security number or full credit card information, to anyone.
- Don't reuse your passwords. Create a unique and strong password for every account or login you have.
- Be wary of messages that sound too good to be true (such as advertisements for free chips or virtual currency).
- Always use caution when clicking on a link and consider the source. If someone sends you a link to a web page that requires you to input your login or password, close that page immediately. This also applies to links posted on Kaneva Fanpages by other players. Just because a link is posted by another player on a Kaneva Fanpage doesn't mean that the link is approved by Kaneva. We do our best to take down scammy or phishing posts when we learn about them, but be smart before you click.

### **Play Nice**

Kaneva strives to provide a gaming experience that supports positive interactions between players. Help us provide a positive gaming experience for all players.

- Be civil and courteous of your fellow players. Do not be abusive, disrespectful, harassing or hostile and do not haze or attack others.
- Do not impersonate or attempt to impersonate Kaneva employees or other players.
- Do not insert any viruses, adware, spyware, worms or any other malicious code into any games or in-game communications.
- Do not execute, promote or describe methods for circumventing or manipulating Kaneva Terms of Service, game rules or the mechanics of any aspect of the Kaneva Service.
- Do not spam other players.
- Do not upload content that links to or promotes non-Kaneva products or services, including content describing or promoting the unauthorized sale or transfer of Kaneva's virtual goods.
- Do not encourage other players to participate in commercial activity or scams that violate Kaneva's Terms of Service.
- Do not post or link to content that contains (i) pornography; (ii) obscene or sexually explicit remarks or images; (iii) threatening or defamatory remarks or images; (iv) hateful, racially or ethnically offensive remarks or images; (v) descriptions or promotions of illegal activity; or (vi) links to sites that contain any of the aforementioned content.
- Do not violate any applicable laws, contractual restrictions or any other third party rights.



For a full list of dos and don'ts for in-game conduct, see Kaneva's [Terms of Service](#)

Don't forget that violating Kaneva's Terms of Service could get you suspended from Kaneva's games and services. Also, be aware that Kaneva will respond to clear notices of alleged copyright, trademark or other intellectual property rights infringement. For more information, please visit our [DMCA Notice page](#)

### **Play Responsibly**

Kaneva recognizes that Play is just one part of life and that there can be too much of a good thing.

Some players may become concerned with the amount of time or money spent on internet sites or mobile apps, such as Kaneva's games.

If you have concerns about your internet or mobile device usage, please consider consulting with a psychologist or other mental health professional. In addition, there are number of resources available to you online, including:

<http://www.internetsafetyproject.org/wiki/online-games-addiction>

<http://www.netaddictionrecovery.com/video-game-addiction.html>

<http://netaddiction.com/>

(Please note that Kaneva does not endorse the organizations or individuals associated with the links above or the statements made on the associated websites.)

### **COOKIES**

#### **Cookies and other technologies employed by Kaneva and its partners**

What are cookies?

Cookies are pieces of data that websites you visit can set on your browser and device hard drive. The term may also be used to refer to other technologies that when employed in a certain manner may be able to track the online behavior of a web user.

Kaneva and its partners use a number of technologies to support and improve the gaming experience we offer. Some of these technologies are used to identify users when they are on Kaneva games and others may be used to track unique web users. This page was developed to describe the technologies we use, including how they work, our purposes for using them and your choices about their use.

Technology Kaneva Uses

**Local Shared Objects (LSOs)**, which are also known as "flash cookies", are used to

- Identify devices so we can prevent and respond to fraud.
- Store game preferences so we can present the game experience you want. These preferences let us know things like whether you want music on or off or whether you want us to hide certain Kaneva poker tables when you visit the lobby.
- Store game assets (files) on your device so you can have faster load times.

To learn more about LSOs and how to manage them visit [Adobe](#)

**Browser Cookies** are used by Kaneva primarily to

- Identify specific users and track whether they are logged in (Authentication)
- Customize site content and remember site preferences

There are a number of ways to manage browser cookies on your device. Most major browsers offer choices for whether and how you might receive future cookies and for deleting cookies already on your machine. Here are links for some of the larger browsers:

[Chrome](#)

[Firefox](#)

[Safari](#)

[Internet Explorer](#)

**Html eTags** is a technology that allows a web service to validate the temporary storage (cache) of web documents like html pages and images. They are used by Kaneva or service providers working on Kaneva's behalf to optimize web caching for each user.

You may be able to remove eTags from your browser by following your browser instructions for clearing cache.

**Beacons, pixel tags, clear gifs** are all terms for similar technology that often works in the same way. Small strings of (software) code that track events such as when a web user visits a page or opens an email. They are used by Kaneva to measure the effectiveness of our email campaigns, deliver more relevant content and manage advertising for Kaneva's games.

Generally you should be able manage beacons and pixel tags in the same way that you manage cookies – using your browsers preferences (see browser links above).

**NOTE:** There are several browser plugins available to web users who want to be better informed about and have more control over these technologies. Two popular ones are [Ghostery](#) and [Abine](#)

**Other Companies' Technology Kaneva uses within its games, apps and sites**

### **Analytics**

Kaneva analyzes traffic and other end user activity to improve the user experience. Kaneva and companies working its behalf may use web server log files and tracking technologies to collect and analyze certain types of technical information, such as cookies, IP addresses, device type and usage information including time spent on particular pages or number of clicks.

One of our analytics partners is Google Analytics. Google Analytics uses browser cookies to generate statistics about visitors to websites, such as the number of page views or times of peak traffic. If you don't want your anonymous browser data to be collected by Google Analytics when you visit sites that use Google Analytics, you can install an opt-out in your web browser.

To learn more or inform Google that you do not want data about your website visit sent to Google, go [here](#)

### **Ads for Kaneva games (Kaneva as an advertiser)**

Kaneva works with web publishers and advertising networks ("Advertising Partners") to deliver interest-based ads to users that have visited Kaneva sites, played Kaneva's games or accessed Kaneva's content including videos ("Kaneva Users"). This practice is also referred to as online behavioral advertising and here's a brief description of how it works at Kaneva.

Our Advertising Partners use software that recognizes pixels and cookies (identifiers) that are placed on the browsers of Kaneva Users. When the ad software recognizes these identifiers, they deliver ads for Kaneva's

products and services to Kaneva Users who are on other web sites. Many of these ads for Kaneva's products will include an icon the ad recipient can click to learn more about the ad, why she received it and how to exercise choice. The icon displayed may range from the ad choices icon to a question mark ("??") in the corner of the ad unit. To learn more about how interest based advertising works go here. If you'd like to know more about online behavioral advertising in general and your choices you may visit the [DAA](#) and the [NAI](#).

### **Ads for other sites and services (Kaneva as a publisher)**

As you know Kaneva is a free service. One of the ways we generate revenue, which supports our ability to develop and publish fun games, is by publishing ads. Our advertising partners may serve targeted or personalized ads that are intended to be more relevant to you.

### Advertising in Web Games and Emails

Tracking Pixels, Web Bugs, Pixel Tags, Browser Cookies – these are all references to technology that we permit others to set or read within our service. These technologies may be used to identify the interests and behavior of web users and target advertising to them based on those interests. They are also used to limit the number of times a user may see a particular ad or prevent certain ads from being shown at all. We have directed our advertising vendors to limit the advertising networks that display ads within our service to those that participate in the DAA or NAI programs. Visit [NAI](#) or [DAA](#) to learn more about online behavioral advertising and to exercise some choice about how your data will be treated by participating ad networks.

### Advertising in Mobile Games

When you play our mobile games we or our advertising partners may use one or more of several different identifiers for your device, including UDID and Mac Address, to target and deliver ads in our games. This means that your device identifier may be accessed by third party ad networks and used to (a) help manage the number and types of ads you see; (b) to track the source of installs related to ads seen in other developer apps, and; (c) identify the interests and behavior of users and target advertising to them based on those interests.

### Identifiers Kaneva uses

**IP Addresses** are numbers assigned to the device you use to access the internet. Kaneva, like many other web services, automatically collects IP Addresses from visitors to its games and sites. Kaneva puts this information to several uses including providing security features and identifying general user locations, which may be used to target advertising.

**Mobile Identifiers** are numbers that identify devices or access points for devices that access Kaneva's mobile offerings. When you play our mobile games we may use one or more of several different identifiers for your device, including UDID and Mac Address, to identify you and your game account and to recognize players from one Kaneva app to another. If you elect to participate in an SMS program we will use and may store your mobile phone number.

### **Facebook and other social networks**

In many instances users must be logged in to Facebook or other social networks to access our games. We typically collect and store the social network user ID and use it for several things including identifying specific players and accounts.

### **Kaneva IDs**

When you create an account with Kaneva or establish a profile (like on Kaneva.com) we will generate and assign a Kaneva ID to your account.

**NOTE:** The social networks that offer Kaneva games may use tracking technology of their own to recognize users and provide certain products and features. To learn more about Facebook's practices visit [Facebook](#)

## **SECURITY**

### **Protecting Your Account**

Scammers and hackers need to be able to access your account to get what they want. If they can't guess your password, they might try to trick you into giving it to them.

It's possible to defend yourself from some of these attacks by being careful with your account information, by being able to detect and resist phony deals, and by having good password hygiene.

#### Don't Trust Cheaters, Be Careful With Your Account Information

Chip sellers, loot services, cheats, bots, and other hacks are all scams.

Kaneva is the only authorized seller of virtual goods and currency for Kaneva games. Remember, people that claim to help players cheat are usually only cheating players.

Giving anyone your information to use these services can place your account and personal information at risk. Using these programs violates our **Terms of Service**, may violate the law, and can result in account suspensions or bans.

If you think you may have accidentally loaded one of these programs, please report what happened to Kaneva Customer Support.

#### Look out for Scammers

It's important that you know how to detect scammers offering phony deals or asking for too much information.

Look for some of the common mistakes that scammers make, like:

- Misspellings and typos.
- Words and sentences in different languages, fonts, or with odd markings.
- File attachments you have to open. Kaneva will never send messages that require you to open attachments, nor do we permit our partners and affiliates to do so.
- Surveys, quizzes, etc. in exchange for free in-game items. Kaneva does not allow partners or affiliates to email players with these offers.
- Mismatched links: When you hover over a link, look at the status bar and make sure the link actually goes to the link shown in the email. Kaneva will never use an IP address (string of numbers) followed by directories, such as: <http://123.456.789.123/Kaneva/>

Scammers tend to ask for personal information that Kaneva Support or security personnel will never ask you for, including:

- Your account password.
- Your social security number or tax identification number.
- Your full credit card number or PIN number.

Scammers frequently use threatening language. Kaneva will not send you notices of violations or breaches of "terms and conditions." Look out for messages from the "Kaneva Police" or "Kaneva Security." These messages are not from Kaneva. Don't worry about their threats, just delete their messages. All legitimate warnings issued from Kaneva will be presented to players in-game, upon login.

Scammers are everywhere. They use websites, e-mail, twitter, Facebook and other social networks, fan sites, bulletin boards, and chat rooms to entice players.

Be wary of:

- Links that claim to go to a Kaneva game but don't seem to work right, even if the address includes "Kaneva". If you aren't sure, load the game how you normally do instead of following the link.
- Claims of rare, secret, and exclusive in-game items, free coins, chips, or gifts.
- "password reset" and other technical messages. We won't reset your password unless you ask us to.
- Threats to ban your account if you don't follow instructions to enter your name and password.
- Strange e-mail senders. E-mail from Kaneva will originate from either a Kanevemail.com or Kaneva.com e-mail address.

Use a Better Password, and Keep It a Secret

But even if you avoid chip sellers, loot services, bots, and scammers, there's one more thing that you should learn: how to make sure your password is secret and strong.

To keeping your password secret, just don't share it with anyone. Not even Kaneva. Kaneva will never ask for your password. Protect your passwords, and don't share them with anyone.

But protecting a weak password isn't good enough. Use a password that scammers can't guess or easily hack. It's easier than you think.

Here are a few tips that can help you create a better password

- Longer passwords are better than short passwords.
- Passwords that are made of a few words are even better than long passwords.
- Remember that you can use spaces, and punctuation, and symbols too.

Unfortunately, there are a few things that make your password easy to guess.

- Passwords that are just a word from the dictionary can be guessed easily: avoid them!
- Passwords about the game are also easy to guess, and so are other game-words like 'mafia', 'poker', or 'facebook'.
- Don't use your username as your password. Only use your password as your password.

*Please include the suspicious link, as well as any information you have regarding the sender.*

*If you have any questions about the collection, storage, use, or security of your information, please send an inquiry to [support@Kaneva.com](mailto:support@Kaneva.com)*

*Occasionally, Kaneva does offer legitimate in-game extras on official Kaneva pages, forums, or twitter pages. Please check official Kaneva sources to confirm a legitimate promotion before clicking on what may be a fake offer.*

*If the source of the message is not an official Kaneva page, these messages are likely not from us. We generally recommend that you log in to the game and utilize our in-game system for accepting any gifts.*

### **Hacks, Bots, and Cheats**

Hacks, bots and cheats are programs that claim to be able to modify or cheat Kaneva games or obtain access to your social networking service account(s).

Some common hacks, bots, and cheats claim to:

- Increase in-game currencies (like cash and coins), valuable game items, or levels.
- Play the game for you via auto-clickers and bots.
- Give unlimited energy, XP, or items.
- Automatically collect gifts for you.

Do not download applications that claim to enhance our game. Most of these programs are harmful to your computer and many are designed to swindle you.

Downloadable files and cheat sites often lure players to complete surveys using false promises of free game currency or items. This is an attempt to steal your personal information.

Creating, utilizing, or distributing these programs can result in account suspensions or bans. If you think you may have accidentally loaded one of these programs, please contact Kaneva Customer Support.

If these programs actually worked, they would provide an unfair advantage and disrupt the gameplay experience of legitimate players. Use of these programs (working or not) violates the Kaneva **Terms of Service**, and may violate the law.

Kaneva proactively tracks sites that host hacks, bots, and cheats and will take appropriate action if hacking, cheating, or violations of the **Terms of Service** can be positively identified. If you have any information about Kaneva hacks, bots, and cheats, and the sites that host them, please report them to Kaneva Customer Support. Do not support the people, website(s), or third party apps that promote hacks, bots, and cheats!

### **Whitehats**

#### Players

If you would like to report an incident about lost chips, game currency, virtual goods, account access problems or any other in-game issues, please contact Kaneva Customer Support.

#### Researchers

Kaneva is dedicated to providing a safe gaming environment for our players. If you are a security researcher and believe you've found a security vulnerability that could harm Kaneva or our players, please let us know by e-mailing the details of your findings to [support@Kaneva.com](mailto:support@Kaneva.com).

If you submit your report, give us a reasonable time to respond before making any information public, and conduct your research in a reasonable manner *[that avoids privacy violations, destruction of data, or interruption or degradation of our services]* we will not bring a lawsuit against you or ask law enforcement to investigate you.

## Rules for Kaneva's Whitehat Hall of Fame

The Kaneva Whitehat Team receives reports from security researchers across the globe. While we are grateful for their time and effort, sometimes the reports do not include actionable information. To ensure that the Whitehat program continues to bring value to Kaneva, and deserving researchers get credited on Kaneva's Whitehats Hall of Fame, researchers and their reports must meet the following criteria for the researcher to be eligible to be listed in the Hall of Fame:

- Your research must be conducted in a reasonable manner
- You must not violate another user's privacy in conducting your research
- You must not attempt to access another user's account or data
- You must not attempt to destroy Kaneva's or another user's data
- You must not report "cut and paste" results from automated scanners
- You must not perform any attacks that can potentially impact the reliability of Kaneva's services, including but not limited to, DoS and DDoS
- The reported vulnerability must not have been publicly disclosed or reported to us previously
- The report must not be of a security flag for non-sensitive cookies
- Brute force attacks will not qualify you for the Hall of Fame
- You must provide Kaneva's Whitehat Team with any additional information regarding the vulnerability that they reasonably request
- The reported vulnerability must not be one that Kaneva determines to be an acceptable risk
- You must provide all of the information requested in the report format below

Please note that Kaneva has sole discretion with regard to whether or not to recognize a researcher in our Hall of Fame. Kaneva's decision will be final in this regard. Further, Kaneva reserves the right to terminate or discontinue the Whitehat Program at its discretion.

If there are any questions, please email us at: [support@kaneva.com](mailto:support@kaneva.com)

### Report Format

<b>Target:</b>	Please provide the attack target here (target URL, section of the feature or game that is affected)
<b>Description:</b>	Please be as detailed as possible
<b>Steps to reproduce:</b>	Please try to provide written steps if possible rather than just a set of screen shots

## Kaneva Poker - Fair Dealing Commitment

*Kaneva Poker* prides itself on being a fair and trusted gaming platform.

In a game like Poker, the order in which the cards are dealt is critical. The RNG algorithm used determines the sequence in which cards are drawn from the deck. By using a certified RNG algorithm, Kaneva guarantees that this sequence is random and thus, the outcome of the game is random and does not follow any pattern.

Ensuring an authentic poker experience is of the utmost importance to our team. Official certification of our RNG to ensure fair dealing is just one of the many steps that we are taking to provide the best poker gameplay experience possible.