

## 1. Terms

The terms of this agreement (“Terms of Services” or “Agreement”) govern the relationship between you and Madcraft Oyun Teknolojileri AS, its subsidiaries, parent companies, joint ventures and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers and directors (collectively, “Madcraft Studios”) and applies to your access to and use of [madcraftstudios.com](https://madcraftstudios.com) website and any other mobile applications, websites, games and/or any services related to games that are made available by Madcraft Studios on the Apple App Store, Google Play App Store, Amazon App Store or on Facebook (collectively, the “Services”).

Prior to your accessing or using the Services, please read these Terms of Services and the [Privacy Policy](#) carefully. THESE ARE LEGALLY BINDING AGREEMENTS BETWEEN YOU AND MADCRAFT STUDIOS. BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICES AND PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE DO NOT USE THE SERVICES OR CEASE USE OF THEM IMMEDIATELY. USE OF THE SERVICE IS VOID WHERE PROHIBITED. YOU ACKNOWLEDGE THAT THE SERVICES ARE LICENSED, NOT SOLD, TO YOU.

When you access the Services, you may be required to register an account (“Account”). By registering for an account or by using the Services in any capacity, you represent that you are at least 18 years old and you understand and agree to these Terms of Services. If you are under the age of 18 and at least 13 years old, then you represent that your parents or your legal guardian has reviewed and agreed to these Terms of Services. No one under the age of 13 may use the Services under any circumstances.

If you access the Services through a Third-party platform like Apple, Google, Amazon and/or from a Social Networking Site (“SNS”) such as Facebook or Google, you are obligated to comply with the Third Parties’ terms and conditions as well as these Terms of Services.

## 2. Changes to Terms or Services

Madcraft Studios reserves the right to amend, change, modify, add or remove portions of the Terms of Services and Privacy Policy at any time, at its sole discretion, by posting the updated version on its website and within the games. You will be deemed to have accepted such changes by continuing to use any of the Services. If at any point you do not agree to any portion of the current version of the Terms of Services, the Privacy Policy or any other Madcraft Studios policy, rules or codes of conduct relating to your use of the Services, then you must cease your use of the Services, and your license to use the Services will be immediately terminated. For your convenience, the date of last revision is included at the top of this page.

Madcraft Studios may make changes to the Services at any time or discontinue your access to the Services at any time without warning and without a refund of any kind. You understand and hereby agree that Madcraft Studios may discontinue or restrict your use of the Services for any reason and without notice or compensation.

## **3. License**

### **3.1 Grant of a Limited License to Use the Services**

The Services are available for use only by authorized end users in accordance with the terms and conditions set forth in this Agreement. Madcraft Studios grants limitations provided herein to access and use the Service using a personal computer for the Service or a mobile device for the Apps solely for your individual, non-commercial entertainment purposes. Except as may be expressly permitted by Madcraft Studios, you may not sell, copy, exchange, transfer, publish, assign or otherwise distribute anything you copy or derive from the Service.

You shall not create an Account or access the Services if you are under the age of 13; you shall restrict use by minors; and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Services by minors and are responsible for any use of your credit card or other payment instrument by minors. If a user is under the age of 18 and over the age of 13, then only a parent or legal guardian may make an account for them, and the parent or legal guardian must consent to this Agreement and Madcraft Studios' privacy policy. Madcraft Studios takes the privacy of children very seriously. If you have any reason to believe that the personal information of anyone under the age of 13 has been submitted to Madcraft Studios, please contact us immediately and provide us the necessary information to delete it.

### **3.2 Conditions of License**

You acknowledge and agree that you shall not, under any circumstances:

- name your Account or adopt a username in the Services with the intent to impersonate another individual or entity or to impersonate an employee of Madcraft Studios;
- sell, rent or give away your Account, create an Account using a false identity or information, or on behalf of someone other than yourself or a minor if you are the parent;
- use the Services if you have previously been removed by Madcraft Studios or previously been banned from playing any of the Services, including the games;
- use your Account or Madcraft Studios' Services for commercial purposes;
- engage in any act that Madcraft Studios deems to be in conflict with the spirit or intent of the Services;
- post, upload, publish, submit or transmit any content that (i) infringes, misappropriates or violates Third Party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy; (ii) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; or (iv) promotes illegal or harmful activities or substances;

- use, display, mirror or frame the Services or any individual element within the Services, Madcraft Studios' name, any Madcraft Studios trademark, logo or other proprietary information or the layout and design of any page or form contained on a page, without Madcraft Studios' express written consent;
- access, tamper with, or use non-public areas of the Services, Madcraft Studios' computer systems or the technical delivery systems of Madcraft Studios' providers;
- attempt to probe, scan or test the vulnerability of any Madcraft Studios system or network or breach any security or authentication measures;
- institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Services or other attempts to disrupt the Services or any other person's use or enjoyment of the Services;
- use emulators, cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Services, any games or any game experience or modify or cause to be modified any files that are part of the Services or any games without Madcraft Studios' express written consent;
- attempt to gain unauthorized access to the Services, Accounts registered to others or to the computers, servers or networks connected to the Services by any means other than the user interface provided by Madcraft Studios, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Services;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Madcraft Studios or any of Madcraft Studios' providers or any other Third Party (including another user) to protect the Services;
- attempt to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Madcraft Studios or other generally available third-party web browsers;
- send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting or in any way use the Services to send altered, deceptive or false source-identifying information;
- engage in abusive, threatening, obscene, defamatory, libelous, racially, religiously, sexually or otherwise objectionable or offensive acts that include posting and/or communicating such information through the Services or by any means; and/or
- engage in acts or attempts to abuse, harm, harass, advocate or incite harassment, abuse and violence towards another person, group, Madcraft Studios' employee(s), agents, consultants, officer and/or directors or the Services.

Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Services shall be construed as conferring any license to intellectual property rights. Madcraft Studios reserves the right to determine whether one's conduct violates this Agreement, including the intent or spirit of the Terms of Services or the Services, at its sole discretion. Madcraft Studios also reserves the right to take any action it deems appropriate as a result, which may include forbidding you access to the Services, terminating your account and/or limiting your access to the Services.

### **3.3 Login Information and Your Account**

To access to the Services, you may need to create a user Account, and you will be required to select a password ("Login Information"). You are responsible for all transactions in your Account, including, but not limited, to the use of your credit card and other payment systems.

Thus, Madcraft Studios strongly encourages you to keep your password safe and never to give your Account information to anyone else. If another user you share your Account with makes purchases on your Account with your purchase information, then you will be responsible for that purchase.

### **3.4 License Term**

The term of the licenses granted to you under this Terms of Services shall commence on the date you accept this Terms of Services and install or otherwise use the Services and ends on the earlier date of either your disposal of the license or termination of this Terms of Services by Madcraft Studios.

### **3.5 Suspension and Termination of Services**

Without limitation to any other remedies, Madcraft Studios may delete, suspend, terminate, limit or modify accounts or access to the services or any portions thereof if Madcraft Studios suspects or if you have failed to comply with any of the Terms of Services, for any suspected or actual illegal activity, improper use of the Services, with or without any notice to you. Such actions may result in the loss of your account, information, persona, benefits and in-game purchases. Madcraft Studios is not and will not be held responsible for any information, persona, rankings, benefits and losses incurred, and is under no obligation to compensate you for any of this.

Madcraft Studios may also stop offering and/or supporting the Services, including, but not limited to, any particular game or part of the Services at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, Madcraft Studios shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued or terminated Services. Such actions may also result in termination of your Account, disabling of your access to

the Services or any part thereof, including any content that may have or was in the process of being submitted.

## **4. Ownership and User Content**

### **4.1 Games and Services**

All rights, title and interest in and to the Services (including, without limitation, any games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, documentation, in-game chat transcripts, methods of operation, moral rights, character profile information, virtual items, recordings of games played using a Madcraft Studios game client and the Madcraft Studios game clients and server software) are owned solely by Madcraft Studios. Madcraft Studios reserves all rights, including, without limitation, all intellectual property rights or other proprietary rights in connection with its games and the Services.

Notwithstanding any provision to the contrary herein, you also acknowledge and agree that you have no right or title in or to any content that appears in the Services, including without limitation the virtual items appearing or originating in any games, whether earned in a game or purchased from Madcraft Studios, or any other attributes associated with an Account or stored on the Services.

### **4.2 User Accounts**

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the account, and you further acknowledge and agree that all rights in and to the account are and will forever be owned by and inure to the benefit of Madcraft Studios.

### **4.3 User Content**

“User Content” means any communications, images and sounds and all the material, data and information that you upload or transmit through the Services, or that other users upload or transmit, including, without limitation, any forum postings and/or chat text.

You hereby grant to Madcraft Studios and its licensors, including, without limitation, its respective successors and assigns, a non-exclusive, perpetual, irrevocable, sub-licensable, transferable, worldwide, paid-up right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform or provide access to electronically broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory and use and practice such User Content as well as all modified and derivative works thereof, without compensation to you.

Madcraft Studios will not have any liability or responsibility for any user behavior or for monitoring User Content or inappropriate conduct in the Services. Madcraft Studios does not screen or monitor User Content submitted on the Services. The users of the Services bear all risk associated with its use, including, but not limited to, exposure to offensive and indecent content.

Though it is not obligated to, Madcraft Studios reserves the right in its sole discretion to monitor, prohibit, review, edit, delete and/or disable access to or make unavailable any User Content without notice for any reason or for no reason at any time for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. By accepting the Terms of Services, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including, without limitation, chat text or voice communications.

#### **4.4 Public Forums**

Madcraft Studios provides fun pages, forums, blogs and chat features in the Services, in which users can post information. Users may post topics of interest, general information, comments and sometimes even personal information in these mediums. You understand that Madcraft Studios is not responsible for any information posted in the Services or whether others will view your information, comments and topics in the same light. Please do not submit, upload, write or transmit any information in the Services you deem to be confidential. Madcraft Studios does not and will not bear any responsibility or liability of the use of any such information. Furthermore, no compensation will be provided for any ideas, schemes or uses of any information provided in these medium.

#### **4.5 User Interactions**

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services or the games. Madcraft Studios reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with Madcraft Studios to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting Madcraft Studios access to any password-protected portions of your Account. If you have a dispute with one or more users, you release us (and Madcraft Studios' officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **5. Fees and Purchase Terms**

#### **5.1 Virtual Items**

You may purchase with "real world" money a limited, non-transferable, non-sub-licensable, revocable license to use (a) "virtual currency," including but not limited to

virtual cash, in-game coins and all other kinds of in-game monies, all for use in the games; (b) virtual in-game items (virtual currency and virtual in-game items referred to collectively as “Virtual Items”); and (c) other goods or services (“Merchandise”) within the Services for your personal and non-commercial entertainment. You are only allowed to purchase Virtual Items from Madcraft Studios or its authorized partners through the Services, not in any other way.

You understand that Madcraft Studios has the absolute right to manage, regulate, control, modify or eliminate Virtual Items and may revoke your access to them at any time and for any reason, with or without notice. Madcraft Studios shall have no liability to you or any Third Party in the event that Madcraft Studios exercises any such rights. You have no claim, right, title, proprietary or ownership interest in any of the Virtual Items regardless of any consideration paid for those virtual items.

Except when explicitly authorized by Madcraft Studios, (i) transfers of Virtual Items to other user accounts are strictly prohibited; (ii) outside of the Services, you may not buy or sell any Virtual Items for “real world” money or otherwise exchange items for value; and (iii) Madcraft Studios does not recognize any such purported transfers of Virtual Items or the purported sale, gift or trade in the “real world” of anything that appears in the Services. Any attempt to do any of the foregoing is in violation of these Terms of Services and will result in an automatic termination of your rights to use the Virtual Items and may result in termination of your Account. All Virtual Items are forfeited if your Account is terminated or suspended for any reason, or if Madcraft Studios discontinues providing the Services.

You agree that you will not assert or bring any claim against Madcraft Studios, its affiliates, directors, officers, employees, agents or licensors relating to (i) a claim that you own any Virtual Items; or (ii) a claim for an alleged monetary value of Virtual Items lost upon deletion or suspension of your account or modification, termination or expiration of these terms.

## **5.2 Fees, Refunds and Return Policy**

All sales through the Service are final. You acknowledge and agree that any applicable fees and other charges (including, without limitation, virtual items) are not refundable in whole or in part. You are fully liable for all charges to your account, including any unauthorized charges. Madcraft Studios does not issue any refunds or offer any exchanges of any products purchased on or through the Services.

IN ADDITION TO THE FOREGOING, YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE SET FORTH UNDER APPLICABLE LAW, YOU WILL NOT BE REFUNDED, RECEIVE MONEY, OR BE OTHERWISE COMPENSATED FOR UNUSED VIRTUAL ITEMS OR OTHER GAME ASSETS WHEN THE SERVICES ARE TERMINATED FOR ANY REASON AND WITHOUT NOTICE OR AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Madcraft Studios may, at any time, revise or change the pricing, availability, specifications, content, descriptions or features of the game or any products sold through the Services.

The inclusion of any products through the Services at a particular time does not imply or warrant that these products will be available at any other time. All such changes will be effective immediately upon posting of such new product prices to the Services.

## **6. Updates to the Services**

You acknowledge and agree that Madcraft Studios may update the Services and the games you have installed on your computer or mobile device with or without notifying you.

## **7. Third-party Services**

The Services or/and the games may include links to Third-party services and/or the Third-party services may be made available to you via the Services or the games. The Third-party services may include, but are not limited to, gameplay recording and sharing, social medial connectivity and the like. You acknowledge and agree that Third-party services are subject to respective Third-party terms and conditions. Please read these Third-party terms and conditions because they constitute an agreement between you and the applicable Third-party service provider.

## **8. Feedback**

Madcraft Studios welcomes feedback, comments and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at [support@madcraftstudios.com](mailto:support@madcraftstudios.com) or by posting your Feedback on “Customer Review” within the games or on the app-store pages. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to Madcraft Studios, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **9. Warranty Disclaimers**

WITHOUT LIMITING MADCRAFT STUDIOS’ LIABILITY UNDER SECTION LIMITATION OF LIABILITY BELOW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. MADCRAFT STUDIOS DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.



## **10. Limitation of Liability**

to the maximum extent permitted by law, MADCRAFT STUDIOS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICES OR THE SERVICES ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MADCRAFT STUDIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MADCRAFT STUDIOS SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO MADCRAFT STUDIOS IN ACCORDANCE WITH THESE TERMS OF SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO MADCRAFT STUDIOS DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND MADCRAFT STUDIOS' EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH MADCRAFT STUDIOS IS TO STOP USING THE SERVICES AND CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of these disclaimers and limitations may not apply to you. To the extent that Madcraft Studios may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Madcraft Studios' liability shall be the minimum permitted under such applicable law. In particular, nothing in these Terms of Services shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from any negligence or fraud of Madcraft Studios.

## **11. Indemnity**

You agree to indemnify, defend and hold Madcraft Studios harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any Third Party resulting from or arising out of any breach by you of this Terms of Services. Madcraft Studios reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Madcraft Studios, and you agree to cooperate with Madcraft Studios' defense of these claims. Madcraft Studios will make reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Services.

## **12. Dispute Resolution and Applicable Law**

If a dispute arises between you and Madcraft Studios, Madcraft Studios strongly encourages you to first contact Madcraft Studios directly to seek a resolution by opening a help ticket directly in-game via the help section or contact Madcraft Studios at [support@madcraftstudios.com](mailto:support@madcraftstudios.com)

You agree that all disputes between you and Madcraft Studios shall be governed by the laws of Turkey by a court located in Istanbul without regard to conflict of law provisions, and you agree to submit to the jurisdiction of such court.

### **13. No Class Actions**

You and Madcraft Studios can only bring a claim against each other on an individual basis. BY AGREEING TO THESE TERMS OF SERVICES, YOU UNDERSTAND AND AGREE THAT YOU WAIVE THE RIGHT TO A CLASS ACTION AND CAN ONLY BRING CLAIMS AGAINST MADCRAFT STUDIOS IN YOUR INDIVIDUAL CAPACITY. That means:

- neither you nor Madcraft Studios may bring a claim as a plaintiff or class member in a class action, consolidated action or representative action;
- the arbitrator or court cannot combine more than one person's claim into a single case and cannot preside over any consolidated, class or representative arbitration proceeding (unless you and Madcraft Studios both agree to change this); and
- the arbitrator's or court's decision or award in one person's case can only impact the person who brought the claim, not other users of the Services, and cannot be used to decide other disputes with other users.

### **14. Severability**

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

### **15. Assignment**

Madcraft Studios may assign or delegate these Terms of Services and/or the Privacy Policy, in whole or in part, to any person or entity at any time, with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Services or Privacy Policy without Madcraft Studios' prior written consent, and any unauthorized assignment and delegation by you is ineffective.

### **16. Supplemental Policies**

Madcraft Studios may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Services.

## **17. Entire Agreement**

The Terms of Services and Privacy Policy contain the entire understanding of you and Madcraft Studios and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Services.

## **18. No Waiver**

The failure of Madcraft Studios to require or enforce strict performance by you of any provision of these Terms of Services or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Madcraft Studios' right to assert or rely upon any such provision or right in that or any other instance.

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

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

## **19. Equitable Remedies**

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

You irrevocably waive all rights to seek injunctive or other equitable relief or to enjoin or restrain the operation of the Services or the games, exploitation of any advertising or other materials issued in connection therewith or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages (if any), limited by Sections 5.2 and 11.

## **20. Force Majeure**

Madcraft Studios shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, without limitation, any failure to perform hereunder due to unforeseen circumstances or causes beyond Madcraft Studios' control such as natural disasters, war, terrorism, riots, embargoes, acts of civil or military

authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

## **21. Partnership**

You agree that your use of the Services does not constitute any joint venture, partnership, employment or agency relationship between you and Madcraft Studios as a result of this Agreement.

## **22. Notices**

Madcraft Studios may notify you via postings on [madcraftstudios.com](https://madcraftstudios.com) , on app-store pages of the games, on Social Networking Sites, in the games and via e-mail or any other communication means using contact information you provide to us. All notices given by you or required from you under these Terms of Services or the Privacy Policy will be done to [support@madcraftstudios.com](mailto:support@madcraftstudios.com) and will include your full name and a detailed description of why you are contacting Madcraft Studios.