

**PIXEL PRESS TECHNOLOGY, LLC**  
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1.1 **Content** shall mean game levels, game level data, drawings, art, graphic art, photos, skins, sprite sheets, graphics, images, icons, sounds, sound recording, voice recordings, music, music recordings, sound effects, audiovisual works, animations, text, data indicative of these or any of them, or other similar materials, regardless of format, used, accessed, viewed, consumed, or provided by You in connection with Your use of the Services.

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You are responsible for Your use of the Services, for any Content You post, submit, send, provide, upload, display or cause to be displayed (collectively, “Share” and its derivatives) in connection with Your use of the Services, and for any consequences thereof. The Content You Share may be viewable, accessible, downloadable, and storable by other users of the Services and the general public, directly or indirectly through third party services, service providers, and/or websites. You agree to only provide Content You are comfortable Sharing with others under these Terms.

You may use the Services only if You can form a binding contract with Pixel Press and are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If You are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

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Any information or Content that You provide to Pixel Press is subject to our Privacy Policy (<http://www.projectpixelpress.com/privacy-policy>) as it may be amended or replaced from time to time, which governs our collection and use of Your information. The entirety of the Privacy Policy is incorporated herein by reference. You understand that through Your use of the Services You consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information for storage, processing and use by Pixel Press.

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## **11. Restrictions on Content and Use of the Services**

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You may not do any of the following while accessing or using or otherwise in connection with Your use of the Services: (i) access, tamper with, or use non-public areas of the Services or the computer systems, technical infrastructure, or networks of Pixel Press and/or its suppliers, vendors and/or providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search, or attempt to access or search, the Services by any means, automated or otherwise, other than through the use of Pixel Press software provided or made available to You, or published interfaces to same provided by Pixel Press (and only pursuant to terms and conditions applicable thereto), unless You have been specifically allowed to do so in a separate written agreement with Pixel Press; (iv) forge any network communications protocol packet or packet header, including without limitation any email or posting, or in any way use the Services to send altered, deceptive or false source- or origin-identifying information; or (v) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services or the infrastructure systems supporting same, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. Nothing in the foregoing limitations shall be construed to prevent or disallow crawling the Services in accordance with the provisions of the robots.txt file, if any. Scraping the Services without the prior written consent of Pixel Press is expressly prohibited.

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(ii) identification of the copyrighted work claimed to have been infringed;

(iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Pixel Press to locate the material such as, for example, a URL;

(iv) Your contact information, including Your address, telephone number, and an email address;

(v) a statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

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Lewis Rice LLC  
Attn: Pixel Press Copyright Agent  
600 Washington Avenue Suite 2500  
St. Louis, MO 63101  
dmca@lewisrice.com

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The Terms will continue to apply until terminated by You or Pixel Press as follows:

You may end Your legal agreement with Pixel Press at any time for any reason by deactivating Your account(s) and discontinuing Your use of the Services. You do not need to specifically inform Pixel Press when You stop using the Services. If You stop using the Services without deactivating Your account(s), Your account(s) may be deactivated due to prolonged inactivity..

Pixel Press may suspend or terminate Your account(s) or cease providing You with all or part of the Services at any time for any reason, including, but not limited to, if Pixel Press reasonably believes: (i) You have violated these Terms; (ii) You create risk or possible legal exposure for Pixel Press and/or other users; or (iii) Pixel Press's provision of the Services to You is no longer commercially viable. Pixel Press will make reasonable efforts to notify You by the email address associated with Your account, if any, or the next time You attempt to access Your account.

In all such cases, the Terms shall terminate, including, without limitation, Your license to use the Services and the license grant in Section 8, except that the following Sections shall continue to apply: 3, 6, 7, 9, 12, 14 and 15.

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be resolved informally, such claim shall be heard only in a federal or state court of the State of Missouri having within its territorial jurisdiction the City of St. Louis, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If You are a federal, state, or local government entity in the United States using the Services in Your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to You. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York (excluding choice of law).

Complete Agreement. This Agreement represents the complete agreement between You and Pixel Press with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements between You and Pixel Press; provided however that this Agreement shall coexist with, and shall not supersede, the App Store Terms and Conditions and the Pixel Press Terms of Use. No other person or company will be third party beneficiaries to this Agreement.

Non-Waiver. Pixel Press's failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Pixel Press of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Severability of Terms. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. If, however, it is determined that such provision cannot be reformed, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Non-Waiver. Pixel Press's failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Pixel Press of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

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