

End User License Agreement and Privacy Policy

The following End user license agreement ("EULA") constitutes an agreement between You and Ginger Mobile OOO ("Ginger Mobile"). This EULA governs your use of Software and Services (as specified below). Use of the Service is also governed by Ginger Mobile's Privacy Policy, which is incorporated herein below.

For purposes of this EULA **"Software"** means all software programs, games and application, distributed, published or otherwise made available by Ginger Mobile but not limited to mobile games and applications, Software also includes updates and upgrades as well as accompanying manual(s), packaging and other written, files, electronic or on-line materials or documentation, and any and all copies of such software and its materials.

"Services" means all services made available by Ginger Mobile, including but not limited to services accessed through mobile games, by means of a browser or by other online communication method.

"Content" means all and any data, including, but no limit-

ed, photos and texts, deliberately or accidentally uploaded or downloaded by You on or through Ginger Mobile Services and Software.

Software and Services are collectively referred to as **"Ginger Mobile Services"**.

In all cases, this EULA applies to all Ginger Mobile games, applications and websites, including «Subway Combat» game. The regulation of Ginger Mobile's websites or services also applies to Ginger Mobile games and applications.

THE SOFTWARE IS LICENSED, NOT SOLD OR ASSIGNED IN ANY WAY. YOUR USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. BY INSTALLING, USING OR ACCESSING THE Ginger Mobile SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE Ginger Mobile SERVICES, YOU HEREBY ACCEPT THE TERMS OF THIS EULA.

If you do not accept the terms of this EULA, do not install, use or access the Ginger Mobile Services.

1. LICENSES

Software license.

Subject to this EULA and its terms and conditions, Ginger

Mobile hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use copies of the Software for your personal non-commercial use for game-play on your devices (computer, mobile phone etc.) unless otherwise specified in the Software documentation. The rights granted herein are subject to your compliance with this EULA. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale or/and assignment of any rights in the Software.

Service license.

Subject to this EULA and its terms and conditions, Ginger Mobile hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Services as provided by Ginger Mobile, for your personal non-commercial use, in the manner permitted by this EULA. The rights granted herein are subject to your compliance with this EULA.

License term.

The term of your licenses under this EULA shall commence on the date that you accept this EULA and install or otherwise use the Software and/or Services and ends on the earlier date of either your disposal of the Software and/or Services or Ginger Mobile's termination of this EULA. Your license terminates immediately if you attempt to circumvent any technical pro-

tection measures used in connection with the Software and/or Services or you otherwise use the Software and/or Services in breach of the terms of this EULA.

Ownership; no other licenses.

Ginger Mobile retains all right, title and interest in and to the Ginger Mobile Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Ginger Mobile Services are protected by applicable laws and treaties worldwide. Unless expressly authorized by mandatory legislation, the Ginger Mobile Services may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Ginger Mobile. All rights not expressly granted to you herein are reserved by Ginger Mobile.

2. THIRD PARTY SERVICES

Ginger Mobile Services may include links to third party services and/or the third party services may be made available to you via Ginger Mobile Services. These services may include,

but are not limited to gameplay recording and sharing, social medial connectivity and the like. These services are subject to respective third party terms and conditions. Please study these third party terms and conditions carefully as they constitute an agreement between you and the applicable third party service provider.

3. GENERAL LICENSE CONDITIONS.

You agree not to: (i) commercially exploit the Ginger Mobile Services; (ii) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Ginger Mobile Services, any copies thereof, or any passwords or usernames of Ginger Mobile Services, without the express prior written consent of Ginger Mobile or as set forth in this EULA; (iii) make a copy of the Ginger Mobile Services or any part thereof, including but not limited to Software (other than as set forth herein); (iv) make the Ginger Mobile Services publicly available or available on a network for use or download by multiple users; (v) except as otherwise specifically provided by the Ginger Mobile Services or this EULA, use or install the Ginger Mobile Services (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time; (vi) use or copy the Ginger Mobile Services at a computer gaming center or any other location-based site; (vii) reverse engineer,

decompile, disassemble, translate, prepare derivative works based on or otherwise modify the Ginger Mobile Services, in whole or in part; (viii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Ginger Mobile Services, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (ix) misrepresent the source of ownership of the Ginger Mobile Services; (x) transport, export or re-export (directly or indirectly) into any country or region forbidden to receive such Ginger Mobile Services by any applicable export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time; or (xi) scrape, build databases or otherwise create permanent copies of content returned from the Ginger Mobile Services.

The Ginger Mobile Services may include measures to control access to the Ginger Mobile Service, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this EULA. Only Ginger Mobile Services subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Ginger Mobile Software will not function properly.

The Ginger Mobile Software may allow you to create content, including but not limited to screenshots or a video of your gameplay. In exchange for use of the Ginger Mobile Software, and to the extent that your contributions through use of the Ginger Mobile Software give rise to any copyright, design right or any other intellectual or industrial property right you hereby grant Ginger Mobile an exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose including, but not limited to the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual and industrial property rights by applicable laws and international conventions. If not expressly prohibited by mandatory rules of the applicable legislation, you hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Ginger Mobile and other players' use and enjoyment of such assets in connection with the Ginger Mobile Software and related goods and services under applicable law. This license grant to Ginger Mobile Software, and the above waiver of any applicable moral rights, survives any termination of this EULA.

The Ginger Mobile Software may require an internet connec-

tion to access the Ginger Mobile Services or its internet-based features, authenticate the Software, or perform other functions. In order for certain features of the Ginger Mobile Services to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the documentation related to Ginger Mobile Services. By using the Ginger Mobile Software, you acknowledge and agree that third party data transfer fees may apply depending on your data plan. Please consult your carrier for further information. If you do not maintain such accounts, then the Ginger Mobile Services or certain features of the Ginger Mobile Services and Software may not operate or may cease to function properly, either in whole or in part.

4. INFORMATION COLLECTION AND USE; PRIVACY POLICY (GENERAL)

By installing, accessing or using the Ginger Mobile Services, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of the European Union and/or the European Economic Area or the United States of America, or Russian Federation.

Ginger Mobile respects your privacy rights and recognizes the

importance of protecting any information collected about you. Ginger Mobile privacy policy, which is incorporated into this EULA by this reference, as amended from time to time, is available in the section ("Privacy Policy") below and applicable to this EULA. Ginger Mobile Privacy Policy defines how, why and to which extent Ginger Mobile collects and uses personal and non-personal information in relation to Ginger Mobile products and services. By installing, accessing or using the Ginger Mobile Services you explicitly agree with the terms and conditions of Ginger Mobile Privacy Policy and to any Terms and conditions included therein by reference.

5. PAYMENTS AND PURCHASES OF VIRTUAL GOODS

Ginger Mobile may license to you certain virtual goods to be used within Ginger Mobile Services. Unless otherwise specified, these virtual goods shall be deemed an integral part of the Software. These virtual goods may be licensed both for a fee using "real world money" and without any separate fee, as applicable from time to time.

Any and all virtual goods are licensed to you on limited, personal, non-transferable, non-sublicensable and revocable ba-

sis and limited only for non-commercial use.

Please note that any payment for licenses for virtual goods or redemption of third party virtual currency is always FINAL AND NON-REFUNDABLE.

Ginger Mobile may manage, regulate, control, modify or eliminate virtual goods at any time, with or without notice. Ginger Mobile shall have no liability to you or any third party in the event that Ginger Mobile exercises any such rights.

SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT Ginger Mobile IS NOT REQUIRED TO PROVIDE A REFUND FOR VIRTUAL GOODS FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL GOODS, WHETHER YOUR LOSS OF LICENSE UNDER THIS EULA WAS VOLUNTARY OR INVOLUNTARY.

6. WARRANTY

THE Ginger Mobile SERVICES ARE PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES

WITH YOU. Ginger Mobile AND Ginger Mobile PARTNERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, ACCURACY OF DATA (INCLUDING BUT NOT LIMITED TO LOCATION DATA), MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Ginger Mobile, AND CHANNEL PARTNERS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE; THAT THE Ginger Mobile SERVICES WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE Ginger Mobile SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE Ginger Mobile SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER Ginger Mobile SERVICES OR THAT ANY ERRORS IN THE Ginger Mobile SERVICES WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL Ginger Mobile, Ginger Mobile LICENSORS OR CHANNEL PARTNERS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, ACCESS, USE OR MALFUNCTION OF THE Ginger Mobile SERVICES OR SOFTWARE, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT Ginger Mobile, Ginger Mobile LICENSORS OR Ginger Mobile PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION 7, Ginger Mobile LICENSORS AND Ginger Mobile PARTNERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU OR ANY THIRD PARTIES.

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT

ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS EULA GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL Ginger Mobile, Ginger Mobile LICENSORS' OR Ginger Mobile PARTNERS' LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE Ginger Mobile SERVICES OR FIVE EUROS (EUR 5), WHICHEVER IS LESS.

8. OTHER TERMS AND CONDITIONS

Termination:

This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any Ginger Mobile Services and products.

Equitable remedies:

You hereby agree that if the terms of this EULA are not specifically observed, Ginger Mobile will be irreparably damaged, and

therefore you agree that Ginger Mobile shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

Indemnity:

You agree to indemnify, defend and hold Ginger Mobile, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the Ginger Mobile Software and Services pursuant to the terms of the EULA; or (ii) your breach of this EULA.

Miscellaneous:

This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. Ginger Mobile reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on Ginger Mobile website. You will be deemed to have accepted such changes by continuing to use the Ginger Mobile Services. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the EULA. Any construction or interpretation to be made of the EULA shall not be construed against the drafter.

Invalidity of specific terms:

If any provision of these EULA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

No waiver of rights by ginger mobile:

Ginger Mobile failure to exercise or enforce any right or provision of the EULA not constitute a waiver of such right or provision.

Terms of use and privacy policy:

shall be considered as integral parts the EULA.

Arbitration notice:

EXCEPT IF YOU OPT-OUT, YOU HEREBY AGREE THAT DISPUTES BETWEEN YOU AND Ginger Mobile WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

PRIVACY POLICY

Ginger Mobile and its affiliates (“Ginger Mobile”, “us”, “our” or “we”) are dedicated to protecting the privacy rights of our users (“users” or “you”). This Privacy Policy (the “Policy”) describes the ways we collect, store, use, and manage the information, including personal information, that you provide or we collect in connection with our websites (subwaycombat.com) (the “Sites”) or any Ginger Mobile game (including Subway Combat) provided on a mobile platform (for example, iOS and Android)(collectively, the “Service”). Please note that the scope of this Policy is limited to information collected or received by Ginger Mobile through your use of the Service. Ginger Mobile is not responsible for the actions of third party people or companies, the content of their sites, the use of information you provide to them, or any products or services they may offer. Any link to those sites does not constitute our sponsorship of, or affiliation with, those people or companies. By using the Service, you are expressing your agreement to this Policy and the processing of your data, including your personal information, in the manner provided in this Policy. If you do not agree to these terms, please do not use the Service.

Information collection and use

Ginger Mobile collects information as described below. Ginger Mobile’s primary goals in collecting and using information is to create your account, provide Services to you, improve our

Service, contact you, conduct research and create reports for internal use. We store information on servers located on the territory of countries in accordance with the current legislation of Russia and other countries.

You are aware that in accordance with subparagraph 4 of paragraph 1 of Article 6 of the Federal Law of the Russian Federation of July 27, 2006 No. 152-FZ "On Personal Data" Ginger Mobile performs processing of personal data of personal data subjects specified during registration for purposes and amounts, Necessary for using the Service.

The agreements have been drawn up in accordance with Article 9 of the Federal Law of Russia of July 27, 2006 No. 152-FZ "On Personal Data".

You confirm the authenticity of the information given in this application.

Ginger mobile's sites

While you are browsing Ginger Mobile's Sites, your computer's operating system, Internet Protocol (IP) address, access times, browser type and language and referring Web site addresses may be logged automatically. We may use this information to monitor, develop and analyze your use of the Service. In addition, we may ask you to submit and we may process data that is personal to you, including but not limited to your name, profile photo, gender, age or birthday, links to your profiles on

social networking websites and other third party sites, user names and e-mail and mail addresses. We may use this information to create a user profile and provide you services. We may use your email address to contact you about your experience with Ginger Mobile Sites and notify you about company news and promotions. Your gender and birthday may be used to analyze user trends and target certain promotions. Your mail address may be used if we have merchandise or other physical promotional materials that we want to send to you. If you no longer wish to receive these types of promotional materials, you may opt-out from receiving them at any time by emailing us at legal-requests@subwaycombat.com.

Forums/private messages

Our Web site offers publicly accessible blogs, private messages, or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at legal-requests@subwaycombat.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

If you choose to use Facebook connect to use our blog or community forums, the information you provide is tied to your Facebook account. You will need to contact Facebook directly

in order to request removal of personal information from our blog or community forum.

Social media (features) and widgets

Our Web site includes Social Media Features, such as the Facebook Like button and Widgets, such as the Share this button or interactive mini-programs that run on our site. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

Using the mobile platform camera

When you use any of the Ginger Mobile games or applications on a mobile platform, the specified applications can request access to the camera of your mobile platform and take pictures. The images obtained in this case can be used to activate additional functions of applications and games. You agree that the rights to use such images will be transferred to Ginger Mobile in a part that allows them to be used for the functioning of the game and applications.

Ios and android platforms

When you use any of the Ginger Mobile games or applications

on a mobile platform, we may collect and record certain information such as your unique device ID (persistent / non-persistent), hardware type, media access control ("MAC") address, international mobile equipment identity ("IMEI"), the version of your operating system ("OS"), your device name, your email address (if you have connected to Facebook or Vkontakte), and your location (based on your Internet Protocol ("IP") address). This information is useful to us for troubleshooting and helps us understand usage trends.

We may collect your location based information for the purpose of providing you with the correct version of the application and so you may interact with other users of the game. We will not share this information with any third party without your permission. If you no longer wish to allow us to track or use this information, you may turn it off at the device level. Please note, the application may not work properly if we are unable to tell where you are coming from (Country specific).

In addition, we create a unique user ID to track your use of our Service. This unique user ID is stored in connection with your profile information to track the Ginger Mobile games you are playing.

Facebook connect, game center and vkontakte

You can log in to our site, as well as in the application, using sign-in services ("SN Service") such as Facebook Connect, Vkontakte, LinkedIn, Apple's Game Center, or an Open ID pro-

vider. These services will authenticate your identity and provide you the option to share certain personal information with us such as your name, email address, and resume to pre-populate our sign up form. Services like Facebook Connect give you the option to post information about your activities on this Web site to your profile page to share with others within your network.

We may collect and record information through the SN Service in accordance with the policies and terms of that SN Service. The information we collect when you connect your user account to an SN Service may include: (1) your name, (2) your SN Service user identification number and/or user name, (3) locale, city, state and country, (4) sex, (5) birth date, (6) email address, (7) profile picture or its URL, and (8) the SN Service user identification numbers for your friends that are also connected to Ginger Mobile's game(s).

If you want us to delete the data we receive from Facebook, Game Center or Vkontakte about you, please contact us at legal-requests@subwaycombat.com.

Invite a friend

Ginger Mobile may offer you the opportunity to invite your contacts from a SN Service (such as your Facebook or Vkontakte friends), either by sending short messages or via messengers, so that those contacts can be located in Ginger Mo-

mobile games and/or you can invite them to join you in Ginger Mobile games. Such contact information will be used only for the purpose of sending communications to the addressee. You or the third party may contact us at legal-requests@subwaycombat.com to request the removal of this information from our database to the extent Ginger Mobile stores any of this information.

Customer service

We may collect your email address when you contact our customer service group and we may use that email address to contact you about your gaming experience with Ginger Mobile games and notify you about company news and promotions. If you no longer wish to receive certain email notifications you may opt-out at any time by following the unsubscribe link located at the bottom of each communication or by emailing us at legal-requests@subwaycombat.com.

Push notifications

We may occasionally send you push notifications through our mobile applications to send you game updates, high scores and other service related notifications that may be of importance to you. You may at any time opt-out from receiving these types of communications by turning them off at the device level through your settings.

Game data collection

Whenever you play our games, we collect data about all of your interactions with the game and with the other players inside the game via server log files. This information may be associated with your player ID, IP address or device ID for the purpose of providing you our Services and improving them. With your permission, we will also collect your exact location so that we are able to match you with other players in your area, or to offer certain functions of the Service.

Other collection

We may also acquire information from you through (1) your access and participation in message boards on the Service, (2) your participation in surveys regarding the Service or (3) your participation in a sweepstakes or contest through the Service. We may provide you the opportunity to participate in a sweepstakes or contest through our Service. If you participate, we will request certain personal information from you. Participation in these sweepstakes and contests are voluntary and you therefore have a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and shipping address), and demographic information (such as zip code).

We use this information to notify winners and award prizes, to monitor traffic or personalize the Service. We may use a third party service provider to conduct these sweepstakes or contests; that company is prohibited from using your users' per-

sonal information for any other purpose.

Tracking technologies

We and our marketing and outsourcing partners, affiliates, or analytics service providers use technologies such as cookies, beacons, scripts, and tags to identify a user's computer/device and to "remember" things about your visit, such as your preferences or a user name and password. Information contained in a cookie may be linked to your personal information, such as your user ID, for purposes such as improving the quality of our Services, tailoring recommendations to your interests, and making the Service easier to use. You can disable cookies at any time, although you may not be able to access or use features of the Service.

We may feature advertisements served by third parties that deliver cookies to your computer/device so the content you access and advertisements you see can be tracked. Since the third party advertising companies associate your computer/device with a number, they will be able to recognize your computer/device each time they send you an advertisement. These advertisers may use information about your visits to our Service and third party sites and applications in order to measure advertisement performance and to provide advertisements about goods and services of interest to you. This Policy does not apply to, and we are not responsible for the data collection practices of these third party advertisers, and

we encourage you to check their privacy policies to learn more about their use of cookies and other technology.

Mobile analytics

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your device. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personal information you submit within the mobile application.

Third party services

Our services may contain third party tracking tools from our service providers, examples of which include Google Analytics and MobileAppTracking by Tune. Such third parties may use cookies, APIs, and SDKs in our services to enable them to collect and analyze user information on our behalf. The third parties may have access to information such as your device identifier, MAC address, IMEI, locale (specific location where a given language is spoken), geo-location information, and IP address for the purpose of providing their services under their respective privacy policies. Our privacy policy does not cover the use of tracking tools from third parties. We do not have access or control over these third parties.

How we use information

We use information collected through our Service for purposes described in this Policy or disclosed to you in connection with our Service. For example, we may use your information to:

- create game accounts and allow users to play our games;
- identify and suggest connections with other Ginger Mobile users;
- operate and improve our Service;
- understand you and your preferences to enhance your experience and enjoyment using our Service;
- respond to your comments and questions and provide customer service;
- provide and deliver products and services you request;
- send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- communicate with you about promotions, rewards, upcoming events, and other news about products and services offered by Ginger Mobile and our selected partners;
- enable you to communicate with other users; and
- link or combine it with other information we get from third parties, to help understand your preferences and provide you with better services.

Disclosure of your information

Ginger Mobile does not share your personal information except as approved by you or as described below:

- With your consent, for example, when you agree to our sharing your information with other third parties for their own marketing purposes subject to their separate privacy policies. If you no longer wish to allow us to share your information with third parties, please contact us at legal-requests@subwaycombat.com. If you no longer wish to receive such communications from third parties, please contact that third party directly.
- Ginger Mobile may engage other companies and individuals to perform services on our behalf. Example of these services include analyzing data and providing customer support. These agents and service providers may have access to your personal information in connection with the performance of services for Ginger Mobile
- We may release your information as permitted by law, such as to comply with a subpoena, or when we believe that release is appropriate to comply with the law; investigate fraud, respond to a government request, enforce or apply our rights; or protect the rights, property, or safety of us or our users, or others. This includes exchanging information with other companies and organizations for fraud protection.
- Ginger Mobile may share your information in connection

with any merger, sale of our assets, or a financing or acquisition of all or a portion of our business to another company. You will be notified via email and/or notice on our site of any change in ownership or users of your personal information.

- We may share aggregate or anonymous information about you with advertisers, publishers, business partners, sponsors, and other third parties.

Changes to the policy

We may update this privacy policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Security

Ginger Mobile takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties.

Although we make good faith efforts to store the information collected on the Service in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to

ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party “hackers” from illegally obtaining access to this information. We do not warrant or represent that your information will be protected against, loss, misuse, or alteration by third parties. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

Access to personal information

If your personal information changes, or if you no longer desire our service, you may correct, update, or delete inaccuracies by making the change within your account settings or by contacting us at legal-requests@subwaycombat.com. We will respond to your access request within 30 days.

Data retention

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at legal-requests@subwaycombat.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Our policy regarding children

We do not knowingly collect or solicit personal information

from anyone under the age of 13 or knowingly allow such persons to use our Service. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age of 13 may provide any personal information. In the event that we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under the age of 13, please contact us at legal-requests@subwaycombat.com.

Opting out of marketing

You may opt-out of receiving promotional emails from us by following the instructions in those emails by emailing us at legal-requests@subwaycombat.com. If you opt-out, we may still send you non-promotional emails, such as emails about your accounts or our ongoing business relations.

You may also opt-out of receiving SMS notifications from us, either via SMS or by emailing us at legal-requests@subwaycombat.com.

International transfer

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that these countries and jurisdictions may not have the same data protection laws as your

own jurisdiction, and we take steps to ensure adequate safeguards are in place to enable transfer of information to the U.S. and elsewhere and the use and disclosure of information about you, including personal information, as described in this Policy.

In any case, when transferring data to Russian users, we comply with the requirements of the Federal Law of the Russian Federation of July 27, 2006 No. 152-FZ "On Personal Data".

Warning about the fantasy of the game process

Ginger Mobile games and applications are fictional fantasy games whose events occur in an alternate reality in an indefinite time. All names, characters, organizations, places and events that appear in games are fictitious or artistically redesigned. The plot and content of the game are not intended and should not be interpreted as an attempt to justify, glorify or approve possible parallels with the events of the real world in any way. In those cases when the game process involves access to real-world objects, such an appeal serves only as a complement to the game process and is not part of the plot of games or applications.

CONTACT INFORMATION

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If you have any questions about this Policy, please contact us at legal-requests@subwaycombat.com.