

TERMS OF USE AGREEMENT

Effective Date: August 9, 2019

Hello and welcome. We are Karst Games LLC a small Minnesota company that promotes social experiences through mobile games played out in the real world.

1. This Agreement

Read this Terms of Use Agreement. This Terms of Use agreement will hereinafter be referred to as the “Agreement”. It governs the use of our services. By accessing or using the services below, you agree to all the terms in this Agreement and all terms that are incorporated into this Agreement as referenced below. These terms can be viewed and printed at any time by visiting www.karstgames.com/terms on your computer or mobile device. A link to this Agreement is also provided in all of our apps.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR WEBSITE, APPS, OR SERVICES.

- A. Scope. This Agreement applies to the following services of Karst Games LLC:
 - i. KARSTGAMES.COM website and mobile applications;
 - ii. ATROPINE iOS mobile app;
 - iii. BARVINO.WINE iOS mobile app; and
 - iv. NOT THE BEST MAN sms / web experience.

As described below, KarstGames LLC, its partners, and affiliates are not responsible for user safety. Users of applications developed by Karst Games LLC and individuals playing with said users are responsible for their own safety.

- B. What We Mean. The websites and mobile applications above, including all associated software, content, products and data will be referred to throughout this Agreement simply as our “services.” References to “content” should be read in the broadest context possible; content includes among other things text, images, code, feedback, leaderboard posts, your account details, emails, music, and audiovisual materials. References to “Karst Games” or “we” include Karst Games LLC’s officers, directors, shareholders, agents, employees, contractors, representatives, successors, and assigns. This Agreement applies to “you” as a person accessing or using our services, whether you are an authorized or unauthorized user or beneficiary of our services under this or prior agreements between us.
- C. Minors. Our services are not targeted towards, nor intended for use by, anyone under the age of 13. If you are under the age of 13, you are not permitted to use our services. If you are under the age of 18 but at least 13, you may only use our services under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.
- D. Privacy Policy. Karst Games LLC’s Privacy Policy explains how we treat your personal data and protect your privacy when you use our services. By using our services, you agree that Karst Games LLC can use your personal data in accordance with our Privacy Policy and may store such data on our servers in the United States and elsewhere outside the European Economic Area. Our services may also use small data files called “cookies” to provide a personalized experience on our websites and mobile applications and to improve our services. By using our services, you agree to our use of cookies and similar technologies as described in our Privacy Policy. Karst Games LLC’s Privacy Policy can be found [here](#) and through a “Privacy Policy” link at the bottom of our websites and in our mobile applications.

- E. Other Terms. To the extent your use of our services includes Apple Maps, you are bound by the including the [Apple Privacy Policy](#). Additionally, the use of our services may be subject to other terms, policies or guidelines. In the event there is any conflict between this Agreement and any other policies or guidelines that appear on our websites or through our mobile applications, this Agreement will govern. In the event there is any conflict between this Agreement and any other agreements required to use a specific component of our services, the specific terms in conflict will take precedence over the corresponding terms in this Agreement. If you navigate away from our websites or applications to a third party website or application, the terms and conditions of use applicable to that website or application will govern your use of that website or application.
 - F. Contact Information. For more information about our company and how to contact us, visit our [Contact page](#).
 - G. Charges for SMS Messages and Data uses. Karst Games LLC's experiences utilize cellular data and SMS messaging. Standard message and dates will apply during your use of Karst Games applications and experiences.
2. Use of Our Services
- A. Inherent Risks. Apps provided by Karst Games LLC and other location-based activities can be dangerous and may take you to difficult to access or potentially treacherous locations. When taking part in our location-based activities, you risk property damage, bodily injury or death. There are many variables that must be considered prior to our location-based activities, including: weather, fitness level, terrain features and outdoor experience. Be prepared and be sure to check the current conditions before heading outdoors. Always exercise common sense and caution. **YOU ASSUME ALL RISKS ASSOCIATED WITH COMPLETING GAMES PROVIDED BY KARST GAMES LLC AND OTHER LOCATION-BASED ACTIVITIES ASSOCIATED WITH OUR SERVICES AND AGREE TO RELEASE AND HOLD HARMLESS KARST GAMES LLC AND LANDOWNERS ON WHOSE PROPERTY GAME ACTIVITIES ARE LOCATED FROM ANY LIABILITY FOR INJURY OR LOSS SUFFERED BY YOU THROUGH THE USE OF OUR SERVICES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
 - B. Personal Information. Personal information will be treated in accordance with our [Privacy Policy](#).
 - C. License. Subject to your compliance with this Agreement, Karst Games LLC hereby grants you a limited, non-exclusive, non-transferable, fully revocable license to view and use our services for your own personal, non-commercial purposes in accordance with this Agreement and any guidelines or policies posted on our websites or applications.
 - D. Restrictions. Permission to use our services is subject to the following restrictions. Whether these restrictions have been violated shall be determined in our sole discretion. You agree not to:
 - i. Use any robot, spider, scraper or other automated means to access our services for any purpose without our express written permission.
 - ii. Frame our websites or any portion of our sites on another website or mobile application without our written permission.
 - iii. Use our services, including GPX files, for any purpose other than your personal use without our written permission.
 - iv. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure.
 - v. Abuse or exploit bugs, undocumented features, design errors or problems in our services.
 - vi. Interfere or attempt to interfere with the proper working of our services or any activities conducted on or through our services or other measures we may use to prevent or restrict access to our services.
 - vii. Upload, post, transmit or otherwise distribute (including by emailing us) any content that threatens or attacks others on the basis of race, ethnicity, national origin, sexual

- orientation, gender, religion, age, disability or disease; is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, profanity, obscene, libelous, invasive of another's privacy, hateful, embarrassing, harmful to minors; or is otherwise reasonably objectionable to any person or entity.
- viii. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.
 - ix. Upload, post, transmit or otherwise distribute any content that you do not have a right to under any law or under contractual or fiduciary relationship or for which you have not obtained required consent from third parties.
 - x. Upload, post, transmit or otherwise distribute any content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person, including without limitation under any privacy or publicity rights.
 - xi. Upload, post, transmit or otherwise distribute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized solicitation.
 - xii. Upload, post, transmit or otherwise distribute any content that contains viruses or any other computer code, files or programs which interrupt, destroy, limit the functionality of, or cause damage to our services or any computer software or hardware or telecommunications equipment.
 - xiii. Disrupt the normal flow of dialogue in our forums or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
 - xiv. Interfere with or disrupt our services or servers or networks connected to the services, or fail to comply with any requirements, procedures, policies or regulations of networks connected to the services.
 - xv. Reverse engineer, decompile, or attempt to extract the source code of the software associated with our services.
 - xvi. Violate any applicable local, state, national or international law.
 - xvii. Violate any of the guidelines or policies associated with our services.
 - xviii. Interfere with the ability of others to enjoy our services.
 - xix. Stalk, harass, or otherwise harm another user of our services, Karst Games LLC employee or third party.
 - xx. Collect, store or distribute personal data about other users of our services.
 - xxi. Promote, distribute or provide instructional information about illegal activities
 - xxii. Promote physical harm or injury against any group or individual or property damage.
 - xxiii. Publish on our websites the solutions, hints, spoilers, or any hidden coordinates for any app or game content without consent from Karst Games LLC.
 - xxiv. Misrepresent the location, permission status or legality of any content provided by Karst Games LLC.
- E. Suspension and Termination. We may suspend or terminate your access to our services at any time for any reason without notice and without liability. As an example, we may suspend or terminate your account if we suspect you or someone using your account has violated the terms of this Agreement or any other terms, guidelines or policies associated with our services or are otherwise not being a good member of the Karst Games LLC community. Any suspension or termination of your account for these reasons applies to you personally; you may not access our services through any other account that you own or create or through accounts owned or created by others. We also reserve the right to terminate or suspend user accounts that are inactive for an extended period of time. You can stop using our services and terminate this Agreement at any time. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- F. Changes to Our Services. Karst Games LLC may change, suspend, or discontinue any portion of our services at any time, including but not limited to: any feature, database, application, or content. Karst Games LLC may also impose limits on certain features offered through our

services with or without notice. Our services include software that may update automatically on your device once a new version or feature is available. We are under no obligation to provide maintenance support or upgrades for any of our software except where required by applicable law.

3. Ownership

- A. Karst Games LLC's Services. Our services are the property of Karst Games LLC or of its licensors and are protected by copyright, trademark, and other intellectual property laws. Using our services does not give you ownership of any intellectual property rights in our services or the content you access. Do not copy or download any of the content available through our services (except your own) unless we have expressly authorized you to do so. All rights not expressly granted in this Agreement are reserved by Karst Games LLC or by the respective owners of the intellectual property rights. Do not remove, obscure, or change any legal notices displayed in or along with our services.
- B. Others' Content and Products. Our services display content that does not belong to Karst Games LLC. Except as part our services, you may not use third party content from our services unless you have our permission, obtain the permission of the content owner or are otherwise permitted by law. Content available through our services that does not belong to Karst Games LLC is the sole responsibility of the person or entity that has made it available. We do not review content available through our services, although we may remove or refuse to display content that we reasonably believe violates our policies or applicable law. Third parties may provide products for use with our services, such as software or widgets and our website may include third party products and links to third party sites. To the maximum extent permitted by applicable law, we do not assume any responsibility or liability for any such third party websites, widgets, software, products or content (or for removal or any failure or delay in removing such content).
- C. Your Content. All content you submit through our services remains yours; this includes your scores, team names, and pictures, your comments and anything you post to our discussion forums. You and not Karst Games LLC are entirely responsible for all content that you upload, post or otherwise transmit via our services. You represent and warrant that you have all necessary rights and permissions required for all content you post and for the rights you grant to us below, and that your content does not violate this Agreement, other Karst Games LLC terms, policies or guidelines, the rights of any other party or applicable law.
- D. The Rights You Grant Us to Your Content. By submitting content to our services, you grant Karst Games LLC a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully transferable and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media now known or created in the future for any purpose. You agree that we have no obligation to monitor or protect your rights in any content that you may submit to us, but in the event that someone else takes content you have submitted through our services without either of our permission, you give us the right to request that they take the content off of their website or otherwise stop using it.
- E. Claims of Copyright Infringement. Karst Games LLC respects the intellectual property rights of others, and asks that you and all users of our services do the same. If you believe your work has been published on our services in a way that constitutes copyright infringement, you must notify Karst Games LLC's copyright agent by providing the following information:
 - i. A description of the copyrighted work or other intellectual property that you claim has been infringed.
 - ii. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on our websites or mobile applications.
 - iii. Your address, telephone number, and, if available, e-mail address, so that Karst Games LLC can contact you about your complaint.
 - iv. And a physical or electronically signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not

authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Karst Games LLC's copyright agent for claims of copyright or other intellectual property infringement can be reached as follows:

By Mail:
Karst Games LLC
508 Crest Drive
Jefferson City, MO 65109
Attn: Corporate Counsel

By [E-Mail](#)

By Phone
Ph. 573.206.9633

4. No Warranties

OUR SERVICES ARE PROVIDED AS-IS AND AS-AVAILABLE AND YOU ASSUME THE ENTIRE RISK AS TO YOUR USE OF OUR SERVICES AND THE CONTENT AVAILABLE THROUGH OUR SERVICES. WE MAKE NO SPECIFIC PROMISES ABOUT OUR SERVICES OR CONTENT AVAILABLE THROUGH OUR SERVICES, INCLUDING WITH REGARD TO THEIR AVAILABILITY, RELIABILITY, FUNCTIONALITY, ACCURACY OR TRUTHFULNESS (WHETHER PROVIDED BY KARST GAMES LLC OR OTHERS), OR LACK OF VIRUSES OR ERRORS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, REGARDING OUR SERVICES AND THE CONTENT AVAILABLE THROUGH OUR SERVICES, INCLUDING BUT NOT LIMITED IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT, AVAILABILITY AND LACK OF NEGLIGENCE.

5. Limitation of Damages

REGARDLESS OF THE FORM OR CAUSE OF ACTION OF THE ALLEGED BASIS OF THE CLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, KARST GAMES LLC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS, REVENUES OR DATA ARISING FROM THIS AGREEMENT OR YOUR USE OF OUR SERVICES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE. SHOULD A COURT OF COMPETENT JURISDICTION DETERMINE THAT THE LIMITATION ABOVE IS NOT LEGALLY VALID, TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF KARST GAMES LLC AND COMMUNITY MEMBERS WHO SERVE AS REVIEWERS, TRANSLATORS AND FORUM MODERATORS/ADMINISTRATORS TO YOU FOR ANY CLAIM UNDER THIS AGREEMENT OR ARISING OUT OF OUR SERVICES, INCLUDING FOR IMPLIED WARRANTIES, IS LIMITED TO THREE TIMES THE AMOUNT YOU PAID US FOR OUR SERVICES OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY YOU IN RELIANCE ON OUR SERVICES, WHICHEVER IS LESS. YOU AGREE THAT THIS IS YOUR SOLE AND EXCLUSIVE REMEDY

AND YOU HEREBY RELEASE KARST GAMES LLC, ITS OFFICERS, DIRECTORS, MEMBERS, AND EMPLOYEES AND COMMUNITY MEMBERS WHO SERVE AS REVIEWERS, TRANSLATORS AND FORUM MODERATORS/ADMINISTRATORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION.

6. Indemnification

You agree to indemnify and hold Karst Games LLC, its officers, employees, agents, affiliates, partners, and community members who serve as reviewers, translators and forum moderators/administrators harmless against any and all losses, claims, damages, and expenses (including reasonable attorneys' fees) that Karst Games LLC may incur in connection with: (a) your breach of any of the terms of this Agreement; (b) your use of the services; or (c) your violation of applicable law.

7. Minnesota Law and Minnesota (Hennepin County) Forum

The laws of Minnesota, U.S.A., excluding its conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the services. All such claims will be litigated exclusively in the federal or state courts of Hennepin County, Minnesota, U.S.A. unless otherwise explicitly provided in this Agreement, and you and Karst Games LLC consent to personal jurisdiction in those courts.

8. Terms Applicable to European Residents

If you are a resident of the European Economic Area or Switzerland, the following terms shall apply:

- A. You agree that Karst Games LLC's services, its website, and its applications are not be accessed or used by individuals located outside the United States.
- B. If you use Karst Games LLC's services, its website, or its applications in violation of clause 8.A above you agree to indemnify Karst Games LLC for all damages that: 1. arise out of your violation of clause 8.A; and 2. for which Karst Games LLC is found liable.
- C. If you are located outside the United States and you have paid for a Karst Games LLC service or app please contact Karst Games LLC at contact@karstgames.com so that we may consider providing you with a refund.

9. Changes to this Agreement

We may make changes to this Agreement from time to time. Unless we make the change for legal or administrative reasons, or to correct an inaccuracy, we will provide you with notice of the revised Agreement, typically by updating the effective date at the top of the Agreement. By continuing to use our services, you agree to be bound by the revised Agreement. If you do not agree to the revised Agreement, you should stop using our services. Changes will not apply retroactively. If we provide notice of changes via email, you consent to receiving email notice of such changes.

10. General Terms (Severability, Waiver, Entire Agreement)

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, Karst Games LLC and you agree that the remaining provisions of the Agreement will remain in full force and effect, and the allocation of risk described in this Agreement will be given effect to the fullest extent possible. Karst Games LLC's failure to act with respect to a breach by you or others does not constitute a waiver of Karst Games LLC's right to enforce its rights with respect to later or similar breaches. This Agreement, along with any guidelines, terms or policies posted on our websites or mobile applications or that we otherwise provide to you, constitutes the entire agreement between us with regard to your use of our services.