



## USER AGREEMENT FOR PORTALONE ARCADE

Please read this User Agreement (consisting of the “Terms of Service”, “Privacy Policy” and “Contest Rules” listed below) for the PortalOne Arcade application. By using the application, you acknowledge that you have read and accepted the User Agreement.

**Content of this User Agreement (Agreement) regarding your use of PortalOne Arcade:**

<a href="#">Terms of Service</a>	1
<a href="#">Privacy Policy</a>	18
<a href="#">Contest Rules</a>	23

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### Terms of Service

Last Updated: 08/09/2021

Welcome, and thank you for your interest in PortalOne AS (“**PortalOne**,” “**we**” “**us**” or “**our**”) and our mobile applications, along with our related websites (including [www.portalone.com](http://www.portalone.com)) and services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and PortalOne that applies to your access to and use of the Service.

#### PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY CLICKING “ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE,** YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PORTALONE’S [CONTEST RULES](#) AND [PRIVACY POLICY](#) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OUR PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY PORTALONE AND BY YOU TO BE BOUND BY THESE TERMS.

**ARBITRATION NOTICE.** Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND PORTALONE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 19.)



1. **Service Overview.** We provide a mobile application (the “**App**”) where users may play video games, win prizes (subject to our Contest Rules as described below), interact with other users, and have a live game and other experiences as provided by PortalOne.
2. **Eligibility.** You must be at least 13 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) if you are 13 to 17 years of age, your parent or legal guardian has affirmatively consented to your access to and use of the Service; (c) you have not previously been suspended or removed from the Service; and (d) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. Additionally, your eligibility to access and use certain portions of the Service may differ depending on your location, as further described in our Contest Rules.
3. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you are required to provide us with some information about yourself, such as your name, age, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up to date at all times. When you register, you will also need to set up a username and password for your account. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at [hello@portalone.com](mailto:hello@portalone.com).
4. **Virtual Items**
  - 4.1 **Virtual Items.** The Service may make available virtual digital items, including digital points (“**Tokens**”), which enable users to play games on the Service and “**Tickets**”, which users may be able to collect by playing games, inviting new users to the Service, or through such other methods as permitted by us from time to time (collectively, “**Virtual Items**”). Users can only obtain Virtual Items in accordance with these Terms and through methods approved by us, which methods we will determine and update from time to time at our sole discretion. All non-standard transactions between users related to Virtual Items are prohibited.
  - 4.2 **Not Currency.** Virtual Items are not money and do not entitle any person to any payment. While we may use terms like “buy”, “purchase,” or “sell” in reference to some Virtual Items, such uses are merely for convenience and do not mean that Virtual Items have any particular value. Other than permitted by the functionality of the Service when used for its intended purpose, any and all transfers of Virtual Items between users (including through the transfer of accounts on the Service) are expressly prohibited, including any sale or exchange, whether direct or through an intermediary, such as an auction service. Virtual Items are provided to you for entertainment purposes only, and we grant you a limited, personal, revocable, non-transferable license to use any Virtual Items you obtain or access only on the Service. Virtual Items are not real property, and, as between you and PortalOne, PortalOne owns all right, title, and interest in all Virtual



Items. You may not convert, exchange, or redeem Virtual Items for any government-issued or virtual currency.

**4.3 No Liability for Virtual Items.** Prices, availability, exchangeability, and transferability of Virtual Items are determined by us in our sole discretion and are subject to change without prior notice to you. Subject to applicable law and any other written and signed agreement entered into between you and PortalOne in addition to these Terms, you agree that PortalOne has the absolute and unrestricted right to manage, restrict, distribute, control, modify, withdraw, cancel, eliminate, change the prices or methods of exchange of, or reduce or limit the supply of Virtual Items in its sole discretion, and that PortalOne will have no liability to you or to any third party for exercising any of these rights. Under no circumstances will PortalOne be liable to you for any damages or claims that may arise from the loss of Virtual Items, regardless of the circumstances. Without limiting anything in this Section, our liability to you for the loss of any Virtual Items, or the use or enjoyment of any Virtual Items, will under no circumstance exceed the replacement of such Virtual Items or the provision of alternative Virtual Items.

**4.4 Cancellation and Expiration of Virtual Items.** Virtual Items do not have an expiration date, but may be terminated, discontinued, cancelled, or otherwise cease as set forth in these Terms. If we terminate your account in accordance with these Terms, the license to all Virtual Items associated with your account will terminate immediately and all of your Virtual Items will cease to have any utility on the Service, without compensation of any kind to you, subject to any limitations under applicable law.

## **5. Contests; Live Programming**

**5.1 General.** We may have Contests (as defined in the Contest Rules) on the Service. No purchase is necessary to participate in any Contest. Contests are void where prohibited or restricted by law or where there are registration or bonding requirements. We reserve the right to shorten, extend, modify, or cancel any Contest, in our sole discretion, at any time and without notice, even though such action may affect your ability to win a prize. In order to be eligible for a Contest, you must meet the eligibility requirements as provided in our [Contest Rules](#) ("**Contest Rules**"). All Contests are subject to the Contest Rules, which are incorporated by this reference into, and made a part of, these Terms.

**5.2 Publicity Release.** Each winner of a Contest may be required to sign an affidavit of eligibility, liability release, and a publicity release that, among other things, will allow us to use the winner's name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited by law, participation in a Contest constitutes your consent to our use of your name, photograph, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

**5.3 Live Programming.** The Service may provide real-time, live programming (collectively, "**Live Programs**") where you may be able to participate and interact with other users and third parties



from time to time. We ask that you be respectful of other users and participants in any Live Programs, and we reserve the right to suspend or block your access to and participation in any Live Program if you fail to do that. While we aim to create a safe and respectful environment for our users, you acknowledge and agree that we will not be able to control the activities by any third party (such as any host or guest in a Live Program) and any other user during a Live Program, or what any user may do with any User Content (as defined below) or other components included in a Live Program. You release PortalOne Entities (as defined below) from any claims, causes of action, costs, expenses, damages, and liabilities arising from any action, use, or activity of any third party participating in any Live Programs.

6. **General Payment Terms.** While we currently offer the Service for free, we reserve the right to offer some or all of the Service for a fee in the future and to determine pricing for the Service at our sole discretion. We will make reasonable efforts to keep pricing information published on the app up to date. We encourage you to check our app periodically for current pricing information.

## 7. Licenses

7.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, PortalOne grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of the App associated with the Service on a mobile device that you own or control; and (b) access and use the Service.

7.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including by interfering with any security features or access control mechanism, disabling or circumventing features that prevent or limit use or copying of any Materials (as defined below) or other content, and reverse engineering or otherwise attempting to discover the source code of any portion of the Service. If you are prohibited under applicable law from using the Service, you may not use it.

7.3 **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

8. **Ownership; Proprietary Rights.** The Service is owned and operated by PortalOne. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by us are protected by intellectual property and other laws. All Materials included in the Service are the property of PortalOne or our third-party licensors. Except as expressly authorized by



us, you may not make use of the Materials. We reserve all rights to the Materials not granted expressly in these Terms.

## 9. Third-Party Terms

**9.1 Third-Party Services and Linked Websites.** We may provide tools through the Service that enable you to export information, including User Content (as defined below), to third-party services, including through features that allow you to link your account on PortalOne with an account on the third-party service, such as Instagram or Facebook. By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third-party services are not under our control, and, to the fullest extent permitted by law, we are not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

**9.2 Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

## 10. User Content

10.1 **User Content Generally.** Certain features of the Service may permit users to submit, upload, publish, or otherwise transmit (collectively, "**Post**") content to or via the Service, including messages, reviews, photos, video, images, folders, data, text, and other works of authorship ("**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service.

10.2 **Limited License Grant to us.** By Posting User Content to or via the Service, you grant us a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute (collectively, "**Use**") your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, in connection with the advertisement, marketing, promotion, and provision of the Service.

10.3 **Limited License Grant to Other Users.** By providing User Content to or via the Service to other users of the Service, you grant those users, for their personal and non-commercial use, a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.



- 10.4 **User Content Representations and Warranties.** We disclaim any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of Posting User Content to or via the Service. By Posting User Content to or via the Service, you affirm, represent, and warrant to us that:
- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize us and other users of the Service to Use your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by us, the Service, and these Terms;
  - (b) your User Content, and the Use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) cause us to violate any law or regulation; or (iv) require us to obtain any additional authorizations, consents, licenses or permissions from or pay any royalties to any third party for the Use of your User Content; and
  - (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
- 10.5 **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. We may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against us with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, we do not permit copyright-infringing activities on the Service.
- 10.6 **Monitoring Content.** We do not control and do not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by our users. You acknowledge and agree that we reserve the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time we choose to monitor any content on the Service, including User Content, we still assume no responsibility or liability for any content or any loss or damage incurred as a result of the use of content. During monitoring, information



may be examined, recorded, copied, and used in accordance with our Privacy Policy (as defined below).

## 11. Communications

- 11.1 **Push Notifications.** When you install our app on your mobile device, you may agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "Settings" page.
- 11.2 **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

## 12. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. harass, threaten, demean, embarrass, bully, or otherwise harm any person, including any other user of the Service;
- c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- d. interfere with the operation of the Service or any user's enjoyment of the Service, including by:
  - (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code;
  - (ii) making any unsolicited offer or advertisement to another user of the Service;
  - (iii) collecting personal information about another user or third party without consent; or
  - (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- e. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- f. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 8) or any right or ability to view, access, or use any Materials; or
- g. attempt to do any of the acts described in this Section 12 or assist or permit any person in engaging in any of the acts described in this Section 12.



### 13. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements DMCA

13.1 We respect the intellectual property of others and take the protection of intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on the Service. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “**Notification of Claimed Infringement**” containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by PortalOne with the user alleged to have infringed a right you own or control, and you hereby consent to PortalOne making such disclosure. Your communication must include substantially the following:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (b) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (c) a description of the material that you claim is infringing and where it is located on the Service;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

13.2 **Designated Agent Contact Information.** PortalOne’s designated agent for a receipt of Notification of Claimed Infringement (“**Designated Agent**”) can be contacted at:

- a. Via Email: [hello@portalone.com](mailto:hello@portalone.com)
- b. Via Postal Service:
- c. PortalOne AS
- d. Attn: Legal Department (Copyright Notification)



(d) Tordenskiolds gate 2, 0160 Oslo, Norway

13.3 **Repeat Infringer Policy.** Our intellectual property policy is to: (a) remove or disable access to material that we believe in good faith or upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available on the Service; and (b) remove any User Content uploaded to the Service by “repeat infringers.” We consider a “repeat infringer” to be any user that has repeatedly infringed or repeatedly been charged with infringing the rights of third parties by uploading User Content to the Service for which we have received takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such content. We have discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon our own determination.

13.4 **Counter Notification.** If you receive a notification from us that your User Content has been the subject of a Notification of Claimed Infringement, then you will have the right to provide us with what is called a “**Counter Notification.**” To be effective, a Counter Notification must be in writing, provided to our Designated Agent through one of the methods identified in Section 13.2 above and include substantially the following information:

- (a) your physical or electronic signature;
- (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the your address is outside of the United States, for any judicial district in which we may be found, and you will accept service of process from the person who provided notification in accordance with Section 13.2 above or an agent of such person.

a. You should consult a lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid Counter Notification under the Copyright Act.

13.5 **Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to us in response to a Notification of Claimed Infringement, then we will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that we will replace the removed User Content or cease disabling access to it in 10 business days, and we will replace the removed User



Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless our Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on our system or network.

**13.6 False Notifications of Claimed Infringement or Counter Notifications.** The U.S. Copyright Act provides that:

b. [a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [PortalOne] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

c. 17 U.S.C. § 512(f).

d. PortalOne reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

e. For clarity, and notwithstanding anything in this Section 13 to the contrary, PortalOne in its sole discretion may (but has no obligation to) disclose publicly any and all Notices of Claimed Infringement and Counter Notifications.

**14. Modification of Terms.** We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon the earliest of your receipt of notice or acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 14, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

**15. Term, Termination, and Modification of the Service**

**15.1 Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 15.2.

**15.2 Termination.** If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, we may, at our sole discretion,



terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting us at [hello@portalone.com](mailto:hello@portalone.com).

**15.3 Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) all payment obligations accrued prior to termination and Sections 5, 6, 7.3, 8, 15.3, and 16 through 20 will survive.

**15.4 Modification of the Service.** We are a young company and the Service is new and subject to rapid changes. We reserve the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), whether temporarily or permanently, without notice to you. Subject to applicable law, we will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

**16. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend, indemnify, and hold harmless PortalOne, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**PortalOne Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right to assume the exclusive defense, at our expense, and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **17. Disclaimers; No Warranties**

**17.1** THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. PORTALONE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. PORTALONE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES,



OR OTHER HARMFUL COMPONENTS, AND PORTALONE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- 17.2** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR PORTALONE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE PORTALONE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER USER OF THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT. ADDITIONALLY, YOU ARE SOLELY RESPONSIBLE FOR USING THE SERVICE (INCLUDING PLAYING ANY GAMES AND PARTICIPATING IN ANY CONTESTS) IN A SAFE AND RESPONSIBLE MANNER, AND WE ARE NOT RESPONSIBLE FOR ANY INJURIES THAT OCCUR WHILE YOU ARE USING THE SERVICE.
- 17.3 THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION 17 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. We do not disclaim any warranty or other right that we are prohibited from disclaiming under applicable law.

## **18. Limitation of Liability**

- 18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PORTALONE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY PORTALONE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 18.2 EXCEPT AS PROVIDED IN SECTION 19.6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE PORTALONE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO PORTALONE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM; AND (B) US\$100.
- 18.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE



PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 19. Dispute Resolution and Arbitration

- 19.1 **Generally.** In the interest of resolving disputes between you and PortalOne in the most expedient and cost effective manner, and except as described in Section 19.2 and 19.3, you and PortalOne agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PORTALONE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 19.2 **Exceptions.** Despite the provisions of Section 19.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 19.3 **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to PortalOne AS, Attention: Legal Department – Arbitration Opt-Out, Tordenskiolds gate 2, 0160 Oslo, Norway that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once we receive your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- 19.4 **Arbitrator.** Any arbitration between you and PortalOne will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at +1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.



- 19.5 **Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Our address for notice is: PortalOne AS, Tordenskiolds gate 2, 0160 Oslo, Norway. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or PortalOne may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or PortalOne must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000.
- 19.6 **Fees.** If you commence arbitration in accordance with these Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco County, California, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 19.7 **No Class Actions.** YOU AND PORTALONE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and PortalOne agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.



- 19.8 **Modifications to this Arbitration Provision.** If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with us will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.
- 19.9 **Enforceability.** If Section 19.7 or the entirety of this Section 19 is found to be unenforceable, or if we receive an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.

## 20. Miscellaneous

- 20.1 **General Terms.** These Terms, including the Privacy Policy and Contest Rules and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and PortalOne regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 20.2 **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and PortalOne submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Norway, and we make no representation that the Service and any Materials included in the Service are appropriate or available for use in other locations.
- 20.3 **Privacy Policy.** Please read the PortalOne [Privacy Policy](#) (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The PortalOne Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 20.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or



- link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 20.5 Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 20.6 Contact Information.** The Service is offered by PortalOne AS, located at Tordenskiolds gate 2, 0160 Oslo, Norway. You may contact us by sending correspondence to that address or by emailing us at [hello@portalone.com](mailto:hello@portalone.com).
- 20.7 Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 20.8 No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 21. Notice Regarding Apple.** This Section 21 only applies to the extent you are using the App on an iOS device. You acknowledge that these Terms are between you and PortalOne only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the App to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist



supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.



## Privacy Policy

PortalOne Arcade ("**PortalOne**," "**we**," "**our**," and/or "**us**") values the privacy of individuals who use our Service (as defined in our Terms of Service). This privacy policy (the "**Privacy Policy**") explains how we collect, use, and share information from users of the Service ("**Users**") or their devices. By using or accessing the Service, you agree to the collection, use, disclosure, sharing, and procedures this Privacy Policy describes. Beyond the Privacy Policy, your use of the Service is also subject to our Terms of Service.

### **Information We Collect**

We collect a variety of information from or about you or your devices from various sources, as described below.

#### **A. Information You Provide to Us**

**Registration and Account Information.** When you register for the Service, we ask for your name, age, username, email, and password. If you sign up using a social media account, we may also receive information from that social media service.

**Payment Information.** If you win a prize, we will ask you to provide your financial account information to a third-party service provider that handles payments for us, so that the provider can transfer the payment to you.

**Communications.** When you communicate with us, we may receive additional information about you. For example, when you communicate with our Customer Support Team, we will receive information such as your name, email address, the contents of a message or attachments that you may send to us, and other information you choose to provide.

**Careers.** If you decide to apply for a job with us, you may submit your contact information and your resume to us via email. We will collect the personal information you choose to provide us as part of your job application, such as your contact information, education, and employment experience.

#### **B. Information We Collect When You Use the Service**

**Device Information.** We receive information about the device you use to access the Service, including, internet protocol ("**IP**") address, web browser type, operating system version, and information about your device.



**Usage Information.** To help us understand how you use the Service and to help us improve them, when you use the Service, we automatically receive information about your interactions with the Service, including information about your use of the App, such as time spent using the App and how you interact with elements of the App, content you post, and information about your gameplay, such as acquired tokens, game level, scores and prizes.

**Location Information.** When you use the Service, we infer the general physical location of your device and the geographic regions our Users come from. For example, your IP address may indicate your general geographic region.

**Information from Cookies and Similar Technologies.** We and third-party partners collect information using cookies, pixel tags, or similar technologies. Our third-party partners, such as analytics partners, may use these technologies to collect information about your online activities over time and across different services. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Service.

Please review your web browser's "Help" file to learn the proper way to modify your cookie settings. Please note that if you delete or choose not to accept cookies from the Service, you may not be able to utilize the features of the Service to their fullest potential.

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

We use the information we collect:

- To provide, maintain, improve, and enhance the Service;
- To communicate with you, provide you with updates and other information relating to the Service, provide information that you request, respond to comments and questions, and otherwise provide customer support;
- To understand and analyze how you use the Service and develop new products, services, and features;
- To facilitate transactions and payments;
- For marketing purposes, such as communicating updates about the Service that may be of interest to you;
- To de-identify and/or aggregate information collected through the Service for our business purposes;
- To find and prevent fraud, and respond to trust and safety issues that may arise;



- For compliance purposes, including enforcing our Terms of Service or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency; and
- For other purposes for which we provide specific notice at the time the information is collected.

### **How We Share the Information We Collect**

We may share or otherwise disclose information we collect from or about you as described below or otherwise disclosed to you at the time of collection.

**Affiliates.** We may share any information we receive with our corporate affiliates for any of the purposes described in this Privacy Policy.

**Service Providers.** We may share any information we receive with contractors, service providers and other third parties retained in connection with the provision of the Service.

**User Profile and Content.** Users can interact with one another within the Service. Your profile, which includes your name, relevant scores, and regional location will always be viewable and searchable by other Users. Messages you enter into the live chat feature during the live show will be viewable to all other Users for the duration of the live show and may be viewable by other Users after the live show ends. When you send and accept friend requests, your friends will be able to more easily find you on the leaderboard or in live chats. We also post your information on the leaderboard when you earn a spot, and, if you win a prize, we will post or announce your name within the Service (including on our social media). We are not responsible for other Users' use of available information, so you should carefully consider whether and what to post or how you identify yourself on the Service.

**Prize Sponsors.** If you win a prize, with your consent we will share your contact information with our prize sponsors in order to facilitate their delivery of your prize. Their use of your information, including any marketing of their products or services to you, is governed by their privacy policies.

**Analytics Partners.** We use analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect information about your use of other websites, apps, and online resources. You can learn about Google's practices by going to <https://www.google.com/policies/privacy/partners/> and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

**As Required by Law and Similar Disclosures.** We may access, preserve, and disclose information about you if we believe doing so is required or appropriate to: (a) comply with law enforcement requests and legal process, such as a court order or subpoena; (b) comply with requests from auditors, examiners, or



other regulators; (c) respond to your requests; or (d) protect your, our, or others' rights, property, or safety.

**Merger, Sale, or Other Asset Transfers.** We may disclose and transfer information about you to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our business or assets.

**At Your Direction.** We may disclose information about you to fulfill the purpose for which you provide it.

**Consent.** We may also disclose information from or about you or your devices with your permission.

### **Your Choices**

**Marketing Communications.** You can unsubscribe from our promotional emails via the link provided in the emails. Even if you opt out of receiving promotional messages from us, you will continue to receive administrative messages from us.

### **Third Parties**

The Service may contain links to other websites, products, or services that we do not own or operate. Please be aware that this Privacy Policy does not apply to your communications with third parties or your activities on any third-party services or any information you disclose to third parties. We are not responsible for the privacy practices or the content of third parties or third-party sites. If you have any questions about how third parties or third-party sites use information from or about you, you should contact them directly. We encourage you to read their privacy policies before providing any information to them.

### **Security**

We make reasonable efforts to protect information from or about you by using technical and organizational safeguards designed to improve the security of the information we maintain. However, as the Service is hosted electronically, we can make no guarantees as to the security or privacy of your information.



### **Children's Privacy**

We do not knowingly collect, maintain, or use personal information from children under 13 years of age, and no part of the Service is directed to children. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then you may alert us at [hello@portalone.com](mailto:hello@portalone.com)

If you are a California resident under the age of 18 and you wish to remove content that you publicly posted, you may submit a request by contacting us at [hello@portalone.com](mailto:hello@portalone.com). Removing the public content does not ensure complete or comprehensive removal of the content or information.

### **International Visitors**

The Service is hosted in the United States and intended for visitors located within the United States. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring information from or about you or your devices outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Service. By providing any information, including information from or about you or your devices, on or to the Service, you consent to such transfer, storage, and processing.

### **Update Information**

You can update information you provided to the Service by logging in to your account on the Service.

### **Changes to This Privacy Policy**

This Privacy Policy may be revised from time to time. We will post any adjustments to the Privacy Policy on this page, and the revised version will be effective as of the last updated date below. If we materially change the ways in which we use or share information from or about you or your devices previously collected from you through the Service, we will make reasonable efforts to notify you of the changes by sending a notice to the primary email address provided to us and/or by placing a notice on the Service.

### **Contact Information**

If you have any questions, comments, or concerns about our processing activities, please email us at [hello@portalone.com](mailto:hello@portalone.com) or write to us at Tordenskiolds gate 2 0160 Oslo, Norway.

Last Updated: 08/09/21



## Contest Rules

Version: 2.0 – Last updated: 26.05.2021

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR LIMITED BY LAW.**

### 1. Contest Rules

These Contest Rules, together with the Terms of Service and Privacy Policy, govern your use of PortalOne Arcade, including the App and the Service (each as defined therein). These Contest Rules, Terms of Service, and Privacy Policy constitute a legally binding terms and conditions for your use of the App and the Service, including the participation in any contest made available in the App (each, a “**Contest**”). By downloading and using the App, you acknowledge that any use of the App, including entering into Contests, is subject to the Terms of Service and the Privacy Policy. Capitalized but undefined terms used in the Contest Rules have the meanings ascribed to them in the Terms of Service.

The Contests are not sponsored, endorsed, administered by, or associated with Apple Inc. or its subsidiaries or affiliates.

The Contests that are competitions are contests of skill and a user’s chance of winning depends on the number and skill of the entrants.

### 2. Eligibility to Enter into Contests

Subject to these Contest Rules, each Contest is open to individual persons who are eligible to use the App as detailed in the Terms of Service. To be eligible to receive a Prize (as defined below), the information associated with the user’s account must be true and accurate. The information associated with the user’s account must identify the actual user into the Contest.

**For U.S. participants:** to be eligible to participate in any Contest, you must (a) be physically located within the U.S. when accessing and participating in any Contest; and (b) be physically located within a U.S. state in which participation in the Contest you select is unrestricted by that state’s laws. You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, giveaways and tournaments with entry fees and/or prizes govern your participation in Contests (“**Prize Statutes**”), and that Prize Statutes are set up by individual US states, country, territories, or jurisdictions. Contests that require a paid entry for participation (a “**Fee Contest**”) are not to be offered to users participating in Contests in any state in which such Contest may violate its Prize Statutes (“**Excluded Jurisdiction**”), and if you are located in any Excluded Jurisdiction then you may not participate in Fee Contests. In the United States, Excluded Jurisdictions currently include: Arizona, Arkansas, Connecticut, Delaware, Louisiana, Montana, South Carolina, South Dakota, Tennessee and Washington. It is your sole responsibility to determine whether the state, country, territory or jurisdiction in which you are located is an Excluded Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Contests, and we may exclude participation or block access from any Excluded Jurisdiction. You agree not to misrepresent or mask the location from which you are playing.



In order to facilitate the delivery of a Prize, we may attempt to contact the winner via the App or using the contact information provided during account registration. If we cannot get in contact with the winner using that contact information or the winner fails to promptly respond within 2 months, the winner forfeits his/her Prize. If we are not able to deliver a Prize due to the winner's failure to provide any necessary consent for us to share his/her contact information with our prize sponsors, the winner forfeits his/her Prize. Certain Contests are only open to residents of specific jurisdictions. Any person who enters into a Contest that he/she is not eligible to enter will not be entitled to win a Prize in that Contest.

You may only participate in a Contest exclusively using your mobile phone, without use of any emulators or external computer or mobile phone hardware or software.

Our employees, agents, and contractors, and our respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of a Contest, are not eligible to win the Contest.

We reserve the right to verify a user's eligibility before, during, or after a Contest. A user's eligibility will be determined at our sole discretion.

It is your responsibility to comply with the laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may not allow you to participate in a Contest or to be awarded a Prize. If you are a potential winner and this happens to be the case with your country/jurisdiction, you acknowledge that you will not be entitled to receive any Prize. CONTESTS ARE VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED.

**For Canadian Participants;** It is your responsibility to comply with the laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may not allow you to participate in a Contest or to be awarded a Prize. If you are a potential winner and this happens to be the case with your country/jurisdiction, you acknowledge that you will not be entitled to receive any Prize. CONTESTS ARE VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED. **Canadian participants below the age of 18 are required to acquire consent and approval from a legal guardian above the age of 18 years to participate in any Contest.**

### **3. Entry and Entry Period**

We will announce Contests through the App from time to time. The announcement will indicate the type and duration of the Contest we are offering. Contests include 24-Hour tournaments and season tournaments. You may join a Contest while it is live. You may join the Contest by playing the game within the App. For the random-selection giveaway portion of any Contest, you may also instead enter by going to "[Registration form for PortalOne Arcade](#)" and providing the required submission information during a Contest. We reserve the right to cancel any Contest, in our sole discretion, if deemed necessary by us.

### **4. Important Game Design Elements**

**24-Hour Tournaments:** A 24-Hour Tournament allows users to play and submit their scores to compete for Prizes and ranking on our leaderboards. Users can enter 24-Hour Tournaments by pressing the "Play"-button in the App's main screen, followed by pressing the "Play"-button in the bottom-right corner of the screen. To enter this mode the user will have to use one - 1 – Token. For each Token, users can play for 60 seconds and afterwards submit their highest score to the leaderboard. The total score for each user will be the sum total of the player's five - 5 – highest scores. We might, at our sole discretion, introduce tournaments with either shorter or longer duration than 24-Hours.



**Friends:** Users have the option of adding other users as Friends by sending Friend requests. These requests can be accepted or rejected by the recipient. When a Friend request has been accepted by the recipient, the Friend user's score is easier to find on the leaderboard through friend filters, and it is possible to Challenge this user with a 60 second game. By clicking on the "Challenge" button visible on the Friend user's profile, the Friend Challenge game will launch on the App. Once the game is completed, this score will be forwarded as a Challenge to the other user, who will then be able to complete the Challenge. A user may be awarded a number of Friend Challenges per 24-Hour Tournament, the maximum number per tournament may vary from time to time.

**Tokens:** Tokens are the main currency in the App and can be acquired through a number of different means. Users can spend Tokens to participate in Contests within the App, including the 24-Hour Challenges. Every user will be attributed a number of Tokens upon registration, this number may vary from time to time.

**Tickets:** Users can collect Tickets, which is another currency in the App. As with Tokens, Tickets can be collected in a number of ways, which might be subject to change.

**Experience Points ("XP"):** XP are points gained by users through playing the games in the App.

**Referral codes:** Inviter (user inviting another user to play) and invitee (user invited to play) receive Tokens and Tickets as an in-game reward when an invitee registers a referral code that the invitee receives from an inviter and a requirement of playing at least one game in the App. When an inviter has invited more than 20 users through referral codes, the inviter's reward is replaced with XP.

### **Prizes**

The winner of each Contest, upon completion of all verifications and obligation requirements described in these Contest Rules, will receive a prize, determined in our sole discretion (the "**Prize**"). The Prize for a Contest may be found in the app description, within the application itself, and on the "[Registration form for PortalOne Arcade](#)" an We will distribute Prizes according to the Contest Rules and, if applicable, any Contest specific terms, which may be determined by us or our affiliates (including, but not limited to, promotional sponsors of the App or a Contest).

In certain instances, including larger Prizes, at our sole discretion, you will be contacted directly to receive it by a mutually agreeable method, and payment will be subject to a confirmation of the winner's eligibility to receive a Prize.

Any entry by any user that does not comply with the Terms of Service (including these Contest Rules) will be disqualified.

We will only issue a Prize to the individual identified in the account information for the winning account. We will use your account information to contact and verify winners in accordance with our Privacy Policy. Out-of-date or incorrect account information at the time you enter a Contest may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your account may result in termination of that account and forfeiture of any Prizes awarded.

We expressly reserve the right to disqualify any entries that we believe in good faith are generated by an automated means or scripts or violates any of these Contest Rules or the Terms of Service. Entries generated by script, macro or other automated means are void.

Our decisions are final and binding with respect to all matters related to the Contest. In no event shall we be obligated to award any Prizes other than the Prize specified in these Contest Rules or the in-app prize information



incorporated by reference. The Prize is not assignable and not transferable, and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule, regulation or circumstance, or if the winner cannot claim the Prize for any reason, then we reserve the right to not award the Prize at all or to award a prize of equal or greater value. The winner shall be responsible and liable for all taxes. Winners shall provide us with accurate information regarding their identity and jurisdiction and country of residence.

## **5. Prize Selection**

The Contests will be conducted under our supervision. Our decisions are final and binding in all matters relating to the Contest. The winner will be notified in the App or by email; provided, however, that we reserve the right to determine an alternate method of notification. The winner must cash-out the Prize within 90 days after notification. A Contest winner's failure to cash-out the Prize within the specified 90 days may be considered as a Contest winner's forfeiture of the Prize and we may, at our option and sole discretion, choose not to award the Prize at all. If a user is found to be ineligible, we may, at our option and sole discretion, choose not to award the Prize at all.

At present, you can win Prizes in the Contest by:

1. Becoming a Tournament Champion by achieving the highest score in a 24H-Tournament.
2. Beating the Guest: 10 random users among those users that beat the guest or who otherwise entered during the Contest will win a Prize. Participants will have no more than one chance to win regardless of entry method.
3. Achieving 2<sup>nd</sup> to 10<sup>th</sup> position on the leaderboard in a 24-Hour Tournament.
4. Being randomly chosen as a Lucky Winner among all entrants participating during a 24-Hour Tournament. While playing in the App, it is possible for players to be selected for such prizes, which are generally selected randomly. The selection will be made among players appearing on the leaderboard at the time of selection or who have otherwise entered in the prior 24 hour period prior to the Lucky Winner selection. Participants will have no more than one chance to win regardless of entry method.
5. Becoming a Co-Lucky Winner after inviting a user and giving the invitee a Referral code or otherwise entering. For referral participants, if your invitee uses your Referral code and wins the Lucky Winner draw while on the leaderboard, you will also win the same Prize as the invitee if on the leaderboard.
6. Becoming Season Ticket Winner. This is based on a random draw among users. Maximum of one Season Ticket Winner prize may be won in any 12-month period.

Your chance of becoming a Beating the Guest Winner, Lucky Winner, Co-Lucky Winner or Season Ticket winner depends on the number of participants.

## **6. General Conditions and Releases**

As stated above, it is your responsibility to comply with the laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may not allow you to participate or will prevent us from awarding you your Prize. If you are a winner and this happens to be the case with your country/ jurisdiction, you acknowledge that you may not be able to receive any Prize. By entering this Contest, you acknowledge the risks, and understand that you may be able to participate but not be able to receive a Prize.

By entering the Contest or accepting a Prize, you agree to conform to all applicable laws and regulations. To be eligible for receiving a Prize, a winner must provide necessary contact and payment information. Winners will be asked to provide such information (or instructed how to provide such information) either (i) in a Google Form,



provided to the winner after a Contest through the App or by electronic communication to the winner using the contact information provided by the winner during registration of the App; or (ii) within the App or via a third-party provider on our behalf.

When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to us, within ten (10) business days, an Affidavit of Eligibility drafted by us to be eligible for the Prize. The winner may also be required in our sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winners may also be required to furnish proof of identity, postal address, and birth date in order to receive a Prize.

A user or winner may be disqualified from the Contest if he or she fails to comply or has previously failed to comply with any provision of these Contest Rules or the Terms of Service. We may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you violate any of the Terms of Service (including these Contest Rules) or engage in conduct we deem to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users.

By entering or accepting any Prize, the winner allows us to use the winner's name, photograph, likeness, voice, opinions, information, biographical information, hometown and jurisdiction of residence for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in a Contest constitutes your consent to our use of your name, likeness, voice, opinions, biographical information, hometown and jurisdiction of residence for promotional purposes in any media without further payment or consideration.

Participation in the Contest is at the user's own risk. We shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit a user's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to user's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND WE DO NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, WE SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE CONTEST RULES OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.



By entering the Contest, you agree to and hereby do release and hold harmless the PortalOne Entities from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "**Claims**") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the PortalOne Entities from any damages arising therefrom. Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law.

The names of the winner(s) of a particular Contest will be posted on our [official Facebook page](#). By participating in a Contest, you agree to allow your name to be posted as a winner on such a page.

Sponsor of the Contests is PortalOne, Tordenskiolds gate 2, 0160 Oslo, Norway.