

Terms of Use

HAVFUN

These Terms of Use ("Terms", "TOU") govern your access and use of HAVFUN app, and related programs, software and more ("Services" or "HAVFUN") of HavFun Games Inc. (the "HavFun Games", "Company", "we", "us" or "our"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on HAVFUN (collectively referred as "Content") referencing these Terms. You may not use HAVFUN unless you agree to them, so please read carefully. Before using HAVFUN, you are required to read, understand, and agree to these terms. You may only access HAVFUN after reading and accepting these Terms of Use. HAVFUN is not for children. Do not attempt to access the app if you are a child under the age of 18 or the legal age of consent in your respective country.

1. Your Agreement with the Company

1) Applicable Law: You have established a contract with the Company, and you agree to be bound by the laws of the State of Delaware, USA regardless of conflicting laws and provisions thereof.

2) Any information that you provide to the Company is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to collection and use (as set forth in the Privacy Policy pursuant to Applicable Law) of this information. As part of providing the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered as part of the Services, which you may not be able to opt-out from receiving.

3) You need to create an account on HAVFUN with us in order to use our Services. It is your responsibility to keep your log-in credentials secure and you are held responsible by the Company for all activities that occur via your account.

4) If it is not appropriate for the Company to accept an 'applicant' signing up due to reasons such as mechanical access to the HAVFUN service system or account theft, provision of false information, and verification of 'service' abusing details, HavFun Games may suspend or reject the 'applicant' signing up or terminate the service contract after death and may restrict the use of the service for a certain period of time if necessary.

2. Posting and Amending Terms

1) We will post the content of these Terms on the HAVFUN service home page or a separately connected screen or provide a pop-up page in order for you to easily access the information.

2) We may amend these Terms, if necessary, within a boundary that does not infringe applicable laws.

3) If the Company amends these Terms of Use, we will announce the specific application date and the reason for amendment according to the method in paragraph 1, from 7 days prior to the application date to the day before the application date along with existing Terms. However, if the change is unfavorable to you, we will announce it 30 days prior to the application date, and clearly notify you through Service starting page, separate page or pop-up page etc for a certain period of time in addition to announcements.

4) Notwithstanding our clear statement when we make an announcement or notification pursuant to the previous Paragraph, if you fail to express any disagreement explicitly within seven (7) or thirty (30) days, you shall be deemed to have agreed with the amended version of Terms of Use.

5) When you do not agree to application of amended Terms of Use, we cannot apply amended provisions of HAVFUN, and you may terminate these Terms of Use. In case the existing Terms of Use cannot be applied for special reasons, we may terminate the use agreement.

3. HAVFUN IP Content and User Content

1) "HAVFUN IP(Intellectual Property) Content" includes all works (main world, avatar, item, video, image, game, text, story, graphics, music, live stream, etc.) created by the company to constitute and operate HAVFUN services. (intended for visually verifiable materials and excludes programs and software which are used directly or indirectly in information processing devices such as computers). The copyright, trademark, trade dress, patent, and/or other intellectual property rights of any materials contained in the Service, including the selection and arrangement of the "HAVFUN IP Content", are owned by HavFun Games and are protected by applicable laws.

2) The Services consist of interactive features and areas which allow users to create, post, transmit, and/or store content, including but not limited to photos, videos, text, graphics, items, or other materials (collectively, "User Content") using "HAVFUN IP Content". The Company may suggest or recommend "Contents" or features that users may be interested in

based on activities in HAVFUN, in order to promote active mutual interaction among users. We may also suggest certain ways to experience HAVFUN for users. But of course, users can restrict access to their “User Content” to certain specific people in their personal settings.

3) You also understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your privacy settings. If User Content has been uploaded to HAVFUN, our staff is able to see it. We endeavor to keep your private content confidential, but please keep in mind that no technology is 100% secure, and it is possible that unauthorized third parties can violate our security measures and access your private contents. You also agree to abide by our Community Guidelines, which may be updated from time to time.

4) All copyrights and other intellectual property rights for "user content" belong to the creator. However, "user content" must be created or produced based on "HAVFUN IP content" and must be used without violating the company's guidelines. Especially when "user content" is used outside of the HAVFUN platform, please make sure it adheres to the "HAVFUN User Generated Content(UGC) Usage Guideline." Copyrights and other intellectual property rights for "HAVFUN IP content" still belong to the company, and all data usage fees from the services are the user's responsibility.

5) The user grants the Company the rights to use the contents (including face images, photos, videos for machine learning and R&D purposes for HavFun Games itself or with affiliates) in all current and future media and distribution platforms. The user also grants the Company non-exclusive license to use such contents globally without any charges. Moreover, the user grants other users the right to use "user content" on the HAVFUN platform internally and externally as long as the usage is in accordance with the guidelines provided by the Company. In this case, users can limit the visibility of the user content with the privacy settings.

6) Unless prohibited from applicable laws and regulations, the user is solely responsible for the "user content" and any claims arising therefrom, and HavFun Games is not responsible at all. Although not obligated, the company may review, manage and delete user content at any time at its sole discretion.

4. Community Guidelines

Our goal in creating these rules is to accommodate the broadest range of self-expression while balancing the need for HAVFUN users to be able to use our service safely and enjoyably. The user shall comply with followings according to a community guideline.

Do not send messages to people who do not want to receive messages which are especially mean.

Be mindful of what you send in a message and who you send it to. It is okay with us if someone takes a screenshot, but we cannot speak for you or your friends. HAVFUN attempts to detect screenshots and notify the sender, but it does not always work perfectly - and your friends can always capture an image with a camera.

Service shall be used legally. Do not use HAVFUN for any illegal activities, and if you are messaging with someone who might be, you should not view or send the following contents.

- Pornography
- Nudity or sexually suggestive content involving minors (people under 18 years old or legal age of residing jurisdiction)
- Minors engaged in activities that are physically dangerous and harmful
- Invasions of privacy
- Threats
- Harassment or Bullying
- Impersonation
- Self-Harm

Violating these rules may result in the removal of User Content, suspension of your account and being prohibited from using HAVFUN in the future. Please take these community guidelines seriously and respect them in the spirit in which they are intended. The guidelines will change and evolve along with the HAVFUN user community. We will do our best to enforce them consistently and fairly, and ultimately, we will try to do what we think is best in each situation, at our own discretion.

5. Feedback

You agree that any feedback, suggestions, ideas, or other information or materials regarding the Company or the Services which you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become sole property of the Company. We will be entitled to unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledging or compensating you. You waive any rights you may have to Feedback (including any copyrights or moral rights). We like hearing from users.

6. Prohibited Activities

You agree to refrain from behave in following manner along with restrictions included in this Terms of Use. Otherwise explicitly allowed by in this Terms of Use, using HAVFUN IP Contents and services without prior agreement from HavFun Games is strictly prohibited and if there are such cases, the rights to use the license which was given from this Terms of Use terminates.

- Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms or terms of any third party which govern a particular Service;
- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- Compromise the security of the Services;
- Send any unsolicited or unauthorized advertising, spam, solicitations, or promotional materials;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse engineer any aspect of the Services or do anything that might lead to the discovery of source code or bypass or circumvent measures applied to prevent or limit access to any area, content, or code of the Services;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content-filtering techniques we apply, or attempt to access areas or features of the Services that you are not authorized to access;
- Downloading (other than page caching) any portion of the Services, HAVFUN IP Content, or any information contained therein, except as expressly permitted on the Services;
- Accessing the HAVFUN API with an unauthorized or third-party user;
- Attempt to indicate in any manner that you have a relationship with the Company or that the Company have endorsed you or any products or services without its express written consent to do so;
- Engage in any harassing, intimidating, predatory conduct, or stalking;
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Violate publicity, privacy, or data-protection rights of others, including by taking pictures of another individual without receiving their consent;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your HAVFUN account, messages, a HAVFUN username, or a friend link without HAVFUN's prior written consent;
- Develop any third-party applications which interact with User Content or the Services without our prior written consent; and

- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.
- Abide by any third-party terms which apply to the Services or when posting reviews of HAVFUN, including the iTunes App Store Terms of Service or the Android Play Store Terms of Service (“App Market”). Posting HAVFUN usernames in App Market is strictly prohibited and may result in us deleting your HAVFUN account.

7. Your License to use the Services

The Company gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software which is provided to you by the Company as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by the Company, in a manner permitted by these Terms.

You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part of HAVFUN Services, or any related program and software.

8. The Company Rights

All right and title, to the Services and interest in (excluding Content provided by users) is and will remain exclusive property of the Company and its licensors. The Services are protected by copyright, trademark, and other laws. Nothing in the Terms gives you the right to use the name of the Company or any of the Company trademarks, logos, domain names, or other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Company, or the Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we consider to be appropriate without having any obligation to inform you.

9. Publishing Advertisements

In association with the Service operation of the Company, we may place advertisements directly on the Service webpage, through HavFun Games or affiliated third parties.

10. Displaying Paid Service Contents

1) In order to allow you to easily access the information, the Company may post the following information on the home page of any applicable paid service or FAQ:

1. Name or Title of paid service;
2. Name (name of the corporation if it is a corporation), address, and phone number of paid service entity;
3. Contents of paid service including how to use, usage fee, and other usage conditions.

2) The devices that support our paid service and the minimum technical requirements for use are in accordance with recommended specifications.

3) In providing paid services, we provide information on terms and procedures for an exchange, return and warranty of paid services, and the refund of such fees, if applicable.

4) You may be subject to a limit on monthly cumulative payment amount and paid service purchase, in accordance with our policy and the criteria set by the paid service provider in Paragraph 1 above. Additional use of paid services may not be possible if you exceed the limit.

11. Service Usage Period

The usage period or valid period of service is indicated at the time of contract. Your right to use may expire for services which have exceeded usage or valid period.

12. Compensation for Defective Service

Compensation for your damages caused by defects in services shall be handled according to a separate guideline.

13. Copyright Policy

1) If your content contains information which violates applicable laws including but not limited to Copyright Act and etc, you may request suspension or deletion of relevant "post" in

accordance with procedures determined by applicable law, and the Company will take measures in accordance with applicable law.

2) We may take provisional measures against the contents in accordance with related law if there is a reason for recognition of an infringement of rights or if there is a violation of another company's policies and related laws, even without the request by right holder pursuant to the preceding paragraph, and without any liability. In appropriate circumstances, the Company will also terminate user's account if the user is determined to infringe repeatedly.

3) Detailed procedures under this Article will be subject to request of posting suspension service provided by the Company within the scope of applicable laws such as Copyright Act, and etc.

14. Our Disclaimer for Warranties

1) You acknowledge and agree that by accessing or using the Services, you may be exposed to materials from others which you may consider offensive, indecent, or otherwise objectionable, and agree to accept such risk. Views expressed on our website or through our Services do not necessarily reflect our views. We do not support or endorse certain content posted by you or other users.

2) Although we do what we can to provide security measures to protect your content, we are not liable for any damages resulting from disclosure of your Content.

3) Disclaimer for Warranties: YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, WEBSITE, APPLICATION AND CONTENT AND THE COMPANY MATERIALS ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FOR EXAMPLE, WE MAKE NO WARRANTY THAT (a) THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES, OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; OR THAT (c) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES, OR MATERIALS WILL BE CORRECTED.

15. Our Limitation on Liability

Except where it is prohibited by law, the Company, OR ITS SUPPLIERS, OR THEIR RESPECTIVE EXECUTIVES, DIRECTORS, EMPLOYEES, OR AGENTS will not be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages which result from (a) the use of, or inability to use, the Services; (b) provision of the Services or any materials available therein; or (c) the conduct of other users of the Services.

16. Settling Disputes with the Company

- 1) Any dispute you have with the Company shall be brought to District Court of the State of Delaware, USA, unless otherwise agreed in writing.
- 2) Even if you have an address or a residence outside of USA, a lawsuit regarding any dispute you have with the Company shall be brought to the District Court of the State of Delaware, USA as the competent court.
- 3) Disclaimer: You and the Company each disclaim the U.N. Convention on Contracts for International Sale of Goods. We both agree it does not apply to the Services.

17. Termination

- 1) You can stop using our Services at any time.
- 2) Unless prohibited from applicable laws or regulations, we may add, modify, or remove features or functionalities, and we may temporarily or permanently suspend or stop the Service. We may also add or create new limits to our Services at any time.
- 3) In addition, termination of your account does not free you from any obligations of payment unless a responsibility to make payment has been agreed per contract.
- 4) If the Service is terminated or discontinued, then we will make a reasonable effort to notify you and provide an opportunity to retrieve your content.

18. General Terms

1) Severability: Even if a court finds any section of the Terms invalid or unenforceable, the rest of the Terms shall still apply.

2) No Waiver: Even if we do not enforce (or delay enforcement) of the Terms against you, we have not waived our enforcement rights.

3) Assignment or Transfer: You cannot assign or transfer your rights or obligations under this agreement to someone else without the Company's written permission. We can transfer our rights and obligations to you without your permission in an event we are acquired by or merged with another company, one of the Services sold, or otherwise.

4) Complete Agreement. These Terms are an entire, exclusive agreement between the Company and you regarding the Services, and these Terms supersede and replace any prior agreements between the Company and you regarding the Services. We may revise these Terms from time to time. In such event, we may notify user according to Paragraph 3 of Article 2. If there are no objections on the amendment after certain period of time according to Paragraph 4 of Article 2, it is deemed that you agreed to the amendments.

This TOU is effective from May 1, 2025, 12:00AM (UTC)