Terms and Conditions

Last updated: 8. January 2021.

1. Intro

1.1. These terms and conditions are an agreement between as referred in Our privacy policy either "the Company", "We", "Us" or "Our" in this Agreement which refers to Pluramaks d.o.o., Šibička 36, 10290 Zaprešić and You ("User", "You" or "Your").

1.2. Before using any of Our Services We recommend You to carefully read this Terms and Conditions and Privacy Policy.

1.3. In case You do not agree with any section in Our Terms and Conditions do not play Our game or use any other Our Service and as soon as possible uninstall it and/or stop using.

1.4. Already with creating account You agree to Our Privacy Policy and Terms and Conditions. Without agreement You are unable to play Our game.

1.5. Using any of Our services You confirm that You are at least 16 years old. In case you do not meet age requirements and still use Our Services We assume that Your parent or legal guardian allowed You use of Our Service and is informed, read and agrees to Our Privacy Policy and Terms and Conditions. Parents and legal guardians should be aware what their minor children do on the internet.

1.6. These Terms and Conditions are legal document which contains crucial information about Your rights and obligations linked via Our Services.

1.7. This Terms and Conditions follow up all previous agreements, contracts or documents agreed between You and Us (such as Our Privacy Policy) and represent the entire agreement between You and Us related to usage of Our services.

2. Using Our services

2.1. Right after You create account before playing the game on the screen will be displayed interactive tutorial which will show what is the goal of the game and game’s basic functionalities.

2.2. In case of maintaining Our services or in case any other technical issues or reasons, it can happen that Our services or parts of Our services are temporarily

unavailable no matter planned or not.

2.3. Users are responsible for expenses that may occur accessing Our services in term of internet connection expenses, so We advise that before using Our services for more details about those expenses contact Your operator or internet service provider.

3. What do We Collect?

3.1. We collect some non-personal information such as:
- number of games played within Our game
- time spent in game
- number of watched ads
- number of virtual things possessed
- level achieved in main game
- high score

3.2. Those information are exclusively linked to nickname and We use those information exclusively for analytic purposes. We do not sell or share those information. If You do not agree with Our Privacy Policy and Terms and Conditions You should not download nor play Our game or access in any other way to Our Services.

4. Accounts

4.1. After installation of Our game You have two options. You can create User Account or play Our game as a Guest User.

4.2. If you choose to play the game as a Guest user, your game progress will not be saved to our server, but it will be saved to your device, locally. Whenever You decide to create User Account, You will be able to do it inside of the game Setup. Also, under some circumstances, You will be offered to create User Account inside of the Game Over room. When You create User Account, you automatically accept and agree with our Terms and Conditions and Privacy Policy.

4.3. To create Your User Account, you need to choose Nickname of Your choice which contains letters and must be unique and follows certain rules such as:

- We strictly forbid using your real name and/or last name which You use on your personal and legal documents as your Nickname
- We do not allow using word, words, phrases or letters which indicates insults or discrimination based on religion, ethnicity, race, color, sexism or any kind of hate speech
- We do not allow promoting words, phrases, self-advertising or any kind of

advertising as Your nickname or part of Your nickname unless agreed with Us otherwise

4.4. After creation of Your User Account, You will be assigned with unique auto-generated recovery PIN. Check the Recovery section for more details.

4.5. Any violation of nickname creation rules may result with Account deletion without any prior notice (including high score and Virtual Things).

5. Recovery

5.1. Recovery PIN is automatically generated after Account creation and We strongly recommended to remember it, write it down and keep it in secrecy or send it to Your e-mail. We do not collect or store Your e-mail information and We will not use it to contact you. To make Account recovery you need Nickname and PIN.

5.2. PIN is very important part of Your Account. In case of Account loss by uninstalling the game or changing device, You are required to use Your Nickname and PIN to make recovery of Your progress and Virtual Things.

5.3. For Android Players only: if you uninstall Our Game from Your device and You install Our Game to the same device again, without reinstalling Android System on your device, You will be offered with Automatically Recovery option. That means, to recover Your User Account, You only need to know Your Nickname. When you enter Your correct Nickname, You will get all your game progress back and You will get new Recovery Info with new automatically generated PIN. We strongly recommended to remember this PIN, write it down and keep it in secrecy or send it to your e-mail. In case You change your device, to recover all your game progress, You will need to know and enter both, Your Nickname and PIN. Automatically Recovery option without using PIN is only possible if You prior had Our game on Your device and you did not reinstall Android System on your device. For this Automatically Recovery option we use Android ID from your device. We are using it in accordance with Google Privacy Policy, we do not use it for any other reason except for Automatically Recovery option, we do not and will not sell it, we do not and will not share it with any third parties and it is not and will not be connected with any of your personal data.

5.4. It is Your responsibility to keep PIN in secrecy because any use of that PIN, We consider that it is You or You shared it with someone you trust, thus We DO NOT take any responsibility if damage in any way occur because someone used Your PIN without Your knowing.

5.5. In case You do not have access to Your PIN or You lost it in any other way, You will not be able to make recovery of Your Account (except in case of Automatically Recovery option for Android Users described in section 5.3.). In that case You can

contact Us directly to support e-mail support@pluragames.com.

5.6. When We get Your request on e-mail User will have to prove ownership of Account for which request was made. That is required because We do not collect any personal information, e-mail or any other personal information so We cannot link You with Your Nickname so from security reasons We need to apply following solution.

5.7. Because above mentioned reason why We cannot surely confirm that You are owner of Account for which You request PIN, We can offer You option to create duplicate Account for which You are requesting recovery. That means that Your old Account will remain active and We will make You new Account with the same Nickname with prefix, with same progress but high score will be reset to zero. In case that no one in period of 3 months log in to Your old Account, that will be good enough proof to Us that You were owner of Your old account. If that is the case, We will return You high score from old Account and sum it with high score achieved on Your new Account. On that way You will not be damaged because You will get all high score points earned from the day when You started playing Our game.

5.8. It is possible to use the same Account on multiple devices at the same time but WE DO NOT RECOMMEND it because it may result with data overwriting.

6. User Behavior

6.1. By accepting Our Terms and Conditions, You agree that You will not:

- use Our Services for the purpose of fraud or misuse
- use Our Services to offend, harass or harm anyone
- attempt to reverse engineer any of Our Services
- impede with or interrupt Our servers, Service or networks that provide Our Services
- remove or correct any proprietary notices or other proprietary information in Our Application or any part of Our Services
- perform attempt to decompile, disassemble, tamper with, reverse engineer the protection of any of our Services
- attempt to breach without Our authorization Our protection of any Our Services
- attempt to invalidate or override Our encryption technologies or data protection measures that We transmit, process or store
- sell or try to sell, transfer or try to transfer an Account You have opened with Us or any part of Your Account, including any Virtual Things
- use third-party gaming software in Our Services to cheat or assist in cheating, attempt to bypass Our technological measures to control access of Our Services or any part of Our Services or anything that a reasonable person would consider unfair play or unethical actions to manipulate Our Services, networks, servers or any other Our equipment
- attempt to or modify the game in such way that may adversely affect the game that other players cannot compete fairly when playing Our game
- use Our Services in any way that is not allowed within Our Terms and Conditions
- use Our Services or any part of Our Services for advertising or self-promoting without previously agreed different with Us
- use Our Services in a manner that violates any applicable law or regulation

6.2. If You suspect that another player does not comply with these Terms and Conditions, please contact Us at support@pluragames.com so We can act as soon as possible. We have right to modify, delete or suspend any Account that We find that violates any part of this Terms and Conditions.

7. In-app Purchase

7.1. There may be Virtual Things within Our game, such as Credits (in-game currency) or Jokers (Virtual Items). You acknowledge that won Credits and purchased Jokers have no monetary value and cannot be exchanged for real money, products or services of any kind from Us or anyone else. You acknowledge that Virtual Things cannot be transferred to anyone else and that You will never attempt to transfer Virtual Things to anyone else.

7.2. Virtual Things are not in Your ownership.

7.3. By purchasing Virtual Items, You do not own them, but You are licensed to use Virtual Items. Once purchased Virtual Items are valid for an indefinite period of time or until used up.

7.4. You acknowledge that the purchase of Virtual Items is final. The purchase is made when the server approves Your purchase and when the Virtual Items are successfully deposited into Your Account on Our server.

7.5. If You are a resident of the European Union, You have the right to withdraw a purchase made within Our application within 14 days from the date of purchase. To exercise this right, You need to contact Us at e-mail support@pluragames.com. However, please note that once Our Services are activated after You have purchased Your license for the use of the Virtual Items, You acknowledge and agree that We will start providing You with the Virtual Items immediately. From the moment You receive Virtual Items for use, You lose the right to withdraw Your purchase.

7.6. Without any liability to You, We reserve the right to control, regulate, modify or remove Virtual Things. You may only buy Virtual Items from Us exclusively through Our Services. We may at any time change the prices of Virtual Items which We offer within Our Application. Virtual Items will be purchased through Your platform provider depending on the platform You are using and such purchase will be subject to its user agreement and terms of service. For each purchase usage rights may vary from product to product. Before purchasing, check with the platform provider what Your usage rights are, if You are not sure do You understand them. The content available within the game has the same age rating as the game itself unless otherwise stated.

7.7. Without limitation to paragraphs, 4.3., 6.2., 9.1., according to this Terms and Conditions, if We delete or suspend Your Account and if You had any Virtual Items related to Your Account You will lose them. If that happens, We will not make any refund to You or compensate You for this loss.

7.8. Unless there is an obvious error, the price for Virtual Items that You can buy through Our Application will be the price stated at the time when You placed the order. Price stated in Our Application includes all sales taxes and other fees. Depending on the bank You do business with, We have no control over the additional fees that Your bank may charge You and related to this, We do not accept any liability. You should inquire with Your bank if You will be subject to additional fees before making any in-app purchase.

7.9. We only accept payment through Our payment processing provider partners with credit card, debit card and mobile phone billing. Before making a payment, You should make sure that You comply with the terms and conditions of Our payment processing providers. The purchase will not be successful if Your transaction with Our payment processing provider fails. Once the successful transaction is completed, Your purchase will be realized as soon as possible. We will endeavor to

realize Your order immediately at the point of purchase so You can start using the purchased items as soon as possible.

8. Offline Mode

8.1. After installation of Our game You are required to create User Account. If during creating User Account happens that User for some reason loses internet connection or if Our server for some reason is not available at the moment and User did not create or did not succeed to create User Account, User will be automatically transferred to Offline Mode. User will get notification that transfer to Offline Mode occurred and the Guest name will be automatically assigned to the User. Some application functionalities will be unavailable in Offline Mode such as rank list, rewarded video ads and in-app purchase. Guest User will be able to play the game and collect points which will be calculated to high score but it will not be visible to anyone on the rank list until Guest User completes Account creation. Once internet connection is established and/or Our server start working again, Guest User will be redirected to Account creation process where User will be required to finish Account creation. After Account creation process was finished, all game progress from Guest Account will be transferred to newly created Account and above mentioned functionalities will be available.

9. What if You Breach These Terms?

9.1. If We reasonably believe that You have materially violated this Terms and Conditions, We keep the right to take action with or without prior notice, without limiting any section of these Terms and Conditions, such as:

- modify, delete or suspend Your account or part of Your Account
- cancel Your access to Our Services
- remove or modify Virtual Things related to Your Account
- modify or reset Your progress in the game such as high score or level in the game

9.2. If We will be forced to take any of above-mentioned actions because of Your breaching this Terms and Conditions, We will not be obligated to compensate You for any Virtual Things and high score loss.

9.3. You agree that You will compensate Us all losses, damages, claims or costs that have arose from Your violation of this Terms and Conditions, in accordance with applicable law and legal provisions.

10. Availability to Our Services

10.1. We cannot guarantee that Our Services will be available or error-less all the time. We cannot guarantee that Our Services will be without errors, without interruption, virus or other malicious components. If We notice any of the above mentioned or We get contacted about those problems We will do Our best to try to act as soon as possible in order to solve any problems. It may happen that We will not be aware of any of problems mentioned in this section. We will be very grateful if You contact Us if You find anything suspicious so We can act as soon as possible.

11. Limitation of Liability

11.1. You agree that You will use Our Services at Your own risk and We will not be responsible for special, incidental and/or consequential damages as result of using Our Services. Including but not limited to, We will not be responsible for loss of revenues, lost profits, property damage, device errors, as well as for personal injury, to the extent permitted by law. Our maximum responsibility will not exceed the real price You have paid to Us for Virtual Items license in the 6 months immediately preceding the date on which you first declare a request. If You did not buy any Virtual Item within Our Application during above mentioned time period, You agree and acknowledge, the only soul remedy for any Your disputes with Us is to stop using Our Services and uninstalling Our game.

11.2. Some of the above limitations and disclaimers might not apply to You because some jurisdictions do not allow the exclusion of certain limitation or warranties or exclusion of liability for some types of damages.

11.3. As a matter of applicable law, We may not disclaim any warranty or limit its liability as stated here, but the scope of such warranty and Our liability, under such applicable law, shall be the minimum permitted under that law. Nothing in this document shall exclude or restrict liability for personal injury or death or influence the statutory rights of any consumer caused from any Our negligence or fraud.

12. Waiver of Our Rights

12.1. If at any time We will not be able to exercise any of Our rights stated in this Terms and Conditions, it does not mean that We waive of Our right to enforce any Our right stated in this document. Any waiver of Our rights will enter into force only when it is in written form and signed by Us.

13. Links

13.1. Within Our Services You may find link to third-party websites or third-party services. You agree and understand that We are not responsible what third-parties provides such as content, services or goods. You agree that in connection to any loss or harm caused by third-parties We are also not responsible to You. You take responsibility for any costs or damages caused by third parties. You understand if You provide any Your personal or non-personal data to third-parties You are providing those data according to their privacy policy. In relation to data which You have provided to third parties Our own Privacy Policy does not apply.

14. Intellectual Ownership

14.1. You agree that Pluramaks d.o.o. retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not remove, deface or obscure any of Pluramaks trademark and copyright notices and/or legends or other proprietary notices on, incorporated therein or associated with the Service. You may not reverse compile, reverse engineer or otherwise reduce to human readable form any software associated with the Service.

14.2. _____ is a Trademark of Pluramaks d.o.o.

15. Health Warning

15.1. Our game may contain flashing images, lights or patterns which can trigger seizures in certain people with or without history of seizures or epilepsy. These seizures may have different symptoms such as dizziness, disorientation, arms or legs shaking, eye or face twitching, confusion or uncomfortable feeling or unwell condition, etc. If any of mentioned symptoms occur, please immediately stop using Our Application and visit Your doctor. Please note that You should take standard health and safety precautions such as having reasonable distance from the screen, small breaks every hour, etc. when You are playing video games.

16. Dispute

16.1. If any claim or problem occur, We strongly believe that We can solve any issue if You contact Us directly on Our support e-mail support@pluragames.com to find the best possible solution to everyone’s satisfaction. If happens that We cannot solve Your problem and You want to take legal actions against Us You agree that these

Terms and Conditions shall be governed by and in compliance with the laws of Croatia. You agree that any kind of disputes or claims between Us must be solved entirely by court located in Croatia.

17. Force Majeure

17.1. You understand and agree that We are not and will not be responsible for any latency or failure in providing Our Services or parts of Our Services caused by external disasters which are out of Our control, including but without limitation, failure to enforce these Terms and Conditions or part of these Terms and Conditions, because of unpredictable and unexpected circumstances or any cause which is out of Our control such as natural or nuclear disaster, gas leaks, cyber-attack, tsunami, war, threat of war, terrorism, fire, pandemics and epidemics, earthquakes, asteroid, nuclear winter, alien invasion, industrial dispute, strikes, floods, embargoes, technical problems with transport, fuel, energy, labor and all other reasons for Our delay and failure to perform due to unforeseen circumstances or cause beyond Our control.

18. Changes

18.1. From time to time some changes of this document may occur and if that happens Users may or may not be notified inside the game that new version of Terms and Conditions is out there.

18.2. Latest version of this document can be found on Our web site https://www.pluragames.com/wp_legal.html

18.3. You agree that You will stop using Our services immediately if You do not agree with changes of this document.

19. Disclaimer

19.1. Weed Pinball Game is intended for a mature audience only. We do not encourage usage of cannabis (marijuana, pot, weed, dab), psychedelic mushrooms and any other drugs. Using of any kind of drugs (mentioned in this Section or not) is Your own choice, decision and responsibility. You acknowledge and agree that using Our Services have not caused your possible addiction and You agree that Pluramaks d.o.o. is not legally or in any other way responsible, in any case, of Your possible addiction. Please check applicable laws in Your state regarding legal status for medical or recreational usage of cannabis or any kind of drugs. Everything portrayed in the game, all the events, animations, images and

characters are completely fictional, and they are used only for entertainment. All the characters in this game have been made without any intention to insult anyone on any basis (such as religious, political, race, ethnicity, nationality, gender, etc). All the statements which appear in the game are made just for fun without any intention to offend users and/or players. Inside of the game, You might find simulated gambling which only imitate some of the characteristics of gambling, such as the look, sound and actions but it DOES NOT provide an opportunity to bet, win, or lose real money. We do not encourage gambling or betting for real world money. Our game and all contents inside of Our game are only meant to be used for the purpose of entertainment. By downloading, accessing and using Our game or Services You consent to this Disclaimer.