Lohko for Android End User License Agreement

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- updates,
- supplements,
- Internet and local server-based services, and
- support services

for the LohKo software/application (the "**App**"), unless other terms accompany those items. If so, those terms apply in addition to those set out below.

By downloading, installing or using the App, you accept these terms. If you do not accept them, do not download, install or use the App.

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- publish the App for others to copy;
- rent, lease or lend the App; or
- transfer the App or this agreement to any third party.
- **4. USE OF LOHKO.** You may use the App to play the tile strategy game "Lohko" against the computer, against a player locally on the same device (hot seat), or against a player in an online battle.
- **5. TRANSFER TO ANOTHER DEVICE.** Subject to the Google Play Terms of Service, you may uninstall the App and install it on another device for your use where that device is associated with the Google account associated with the App at the time of purchase.
- **6. GOOGLE.** This agreement incorporates by reference the Google Play Store Terms of Service http://play.google.com/intl/en_us/about/play-terms.html (the "Google Play Terms of Service"). Upon acceptance of this agreement, you agree and understand that you are bound by the Google Play Terms of Service.
- **7. ENTIRE AGREEMENT.** This agreement, the other terms referenced in this agreement, and the terms for supplements, updates, Internet and server-based services and support services that you use, are the entire agreement for the App and support services.
- **8. APPLICABLE LAW.** The laws of the Province of British Columbia and the laws of Canada applicable therein govern the interpretation of this agreement and apply to claims for breach of it, regardless of conflict of laws principles.
- **9. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. You may also have rights with respect to the third party host entity from whom you acquired the App. This agreement does not

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It also applies even if Disruptive knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. COLLECTION OF INFORMATION. By using the App and the Disruptive services, you are consenting to our collection, storage, disclosure and use of any personal

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- **13. RIGHT TO PRELIMINARY AND INJUNCTIVE RELIEF.** You agree that money damages would be an inadequate remedy for Disruptive in the event of a breach by you of this agreement. Therefore, you agree that in the event of a breach or threatened breach of this agreement, Disruptive may, in addition to any other remedies available to it, be entitled to preliminary or injunctive relief without the need for posting any bond. All rights and remedies available for Disruptive shall be cumulative and not exclusive.
- **14. NO WAIVER.** Any waiver of a breach or failure to exercise any option, right, or privilege under the terms of this agreement on any occasion by Disruptive shall not be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.
- **15. CONTACT.** Disruptive Interactive Inc. may be contacted at info@disruptiveinteractive.com or Disruptive Interactive Inc., Suite 215, 1080 Mainland,

Vancouver, BC, V6B 2T4, – Attention Privacy Officer, for any questions, complaints or claims with respect to the App.