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Your use of this Website signifies that you agree to these Terms of Use. If you do not agree to the Terms of Use, you are not permitted to use this site.

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Luminark may change these Terms of Use at any time. You can review the most current version of these terms by clicking on the "Terms of Use" link, located at the bottom of the Website. You are responsible for checking these Terms of Use periodically for changes. If you continue to use the Website after a changement of these Terms of Use, you are signifying your acceptance of the new terms.

# 2. CHANGES TO THE WEBSITE

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You must provide, at your own expense, the equipment and Internet connections that you will need to access and use the Website. If you access the Website through a telephone line, please call your local phone company to determine if the access numbers you select are subject to long-distance or other toll charges at your location. Also, if you access the Website through wireless applications (e.g., cell phones), your carrier, such as a wireless carrier, may charge fees for alerts, web browsing, messaging, and other services that require the use of airtime and wireless data services. Check with

your carrier to verify whether any such fees apply to you. You are solely responsible for any costs you incur to access the Website through any wireless or other communication service.

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- use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the Product; except as authorized by Luminark in writing, host, provide or develop matchmaking services for the Product, or intercept, emulate or redirect the communication protocols used by Luminark in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;
- facilitate, create or maintain any unauthorized connection to the Product, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Product; and (b) any connection using programs or tools not expressly approved by Luminark in writing;
- violate any applicable law or regulation in connection with your use of Product; - disrupt or assist in the disruption of: (i) any computer, device or server used to support the Product; or (ii) any other player's use of a Product;
- interfere or attempt to interfere with the operation of the Product in any way through any means or device including, but not limited to, launching a denial of service attack, spamming, hacking, or uploading computer viruses or time bombs; or reproduce, distribute, display, transfer or use any part of the Product except as expressly authorized by Luminark;

# 6. LINKS

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or loss caused or alleged to be caused by or in connection with use of, inability to use or reliance on any such content, goods or services available on such external sites or resources.

# 7. LIMITATION OF LIABILITY

Your sole and exclusive remedy for any dispute with Luminark is to discontinue your use of the Website. Luminark, its parent, its content partners, and its suppliers shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of, inability to use, or reliance upon the Website. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the possibility of such damages is known or should have known. Because some countries, states, or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries, states, or jurisdictions, Luminark liability (and the liability of its parent and suppliers) shall be limited to the extent permitted by law.

# 8. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

You agree that any disputes or claims that you may have against Luminark will be resolved by a court located in Mayenne (53) in France, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Please note that by agreeing to these Terms of Use, you are:

- waiving claims that you might otherwise have against us, based on the laws of other jurisdictions, including your own;
- irrevocably consenting to the exclusive jurisdiction of, and venue in, courts in Mayenne (53) in the France over any disputes or claims you have with us; and submitting yourself to the personal jurisdiction of courts located in Mayenne (53) in the France for the purpose of resolving any such disputes or claims.

#### 9. TERMINATION

Your right to use the Website automatically terminates if you violate these Terms of Use or any rules or guidelines posted in connection with the Website. Luminark also reserve the right, at its sole discretion, to terminate your access to all or part of the Website, for any reason, with or without notice.

# 10. MONETIZATION

Luminark allows everyone to monetize any creation, such as Youtube or Fan Art content, in any way you want as long as they comply the Terms of Use. For any video related to Clicker bAdventure, you will have to provide in description a link to its following Steam Shop:

http://store.steampowered.com/app/736430/Clicker\_bAdventure

Luminark has the right to monitor all content, and to require you to remove any advertisements that, in Luminark's sole discretion, violate this Agreement. Luminark reserves the right to revoke the permissions granted herein at any time, in its absolute and sole discretion.

All Terms of Use may be found on Luminark Website: <a href="https://www.luminark.games/terms-of-use">www.luminark.games/terms-of-use</a>