

TERMS OF USE

Last revised on APRIL 4, 2017

Welcome to Looken, operated by MindArts Games, Inc. (the “Company” or “Looken”).

By creating a Looken account, whether through a mobile application you agree to be bound by these Terms of Use and our Privacy Policy. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Application.

1. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. This Agreement includes the Company’s (i) Privacy Policy and (ii) terms disclosed and agreed to by you if you purchase or accept additional features, products or services we offer on the Service.
2. We may, at any time and for any reason make changes to this Agreement. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Services under Settings and also on lookenapp.com, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means, which could include notification through the Services or via email. If you continue to use the Services after the changes become effective, then you shall be deemed to have accepted those changes. If you don’t agree to these changes, you must end your relationship with us by ceasing to use the Services and leaving Looken.
3. Eligibility. You must be at least 18 years of age to create an account on Looken and use the Service. By creating an account and using the Service, you represent and warrant that you can form a binding contract with Looken, you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S.

Treasury Department's list of Specially Designated Nationals or face any other similar prohibition, and you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations. If you create an account, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

4. **Creating an Account on Looken.** In order to use Looken, you must have or create a Facebook account and sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you might share in common with other Looken users. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.
5. **Term and Termination.** This Agreement will remain in full force and effect while you use the Service and/or have a Looken account. You may deactivate your account at any time, for any reason, by following the instructions in "Settings" in the Service. The Company may terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund of unused fees for in app purchases.
6. **Non-commercial Use by Users.** The Service is for personal use only. Users may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, logos, software, and computer code) in connection with any commercial endeavors, such as advertising or soliciting any user to buy or sell any products or services not offered by the Company. Users of the Service may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service.
7. **Account Security.** You are responsible for maintaining the confidentiality of your Facebook login credentials you use to sign up for Looken, and you are solely responsible for all activities that occur

under those credentials. You agree to immediately notify the Company of any disclosure or unauthorized use of your login credentials at info@magames.net.

8. The following is a partial list of the kind of Content that is prohibited in the Service. You may not post, upload, display or otherwise make available Content that:

- promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- advocates harassment or intimidation of another person;
- requests money from, or is intended to defraud, other users of the Service;
- spams or solicits Looken's users;
- promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs, images, audio or video files or links to them;
- contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);

- disrupts the normal flow of dialogue, causes a screen to “scroll” faster than other users are able to type, or otherwise negatively affects other users’ ability to engage in real time exchanges; and
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person’s personal information without his or her permission.