

# Lion Studios Portal Terms of Service

Last Updated: January 14, 2022

These Lion Studios Portal Terms of Service (the “**Terms**”) and our Privacy Policy available at <https://lionstudios.cc/privacy> govern the relationship between you and Lion Studios, LLC (“Lion”, “our”, “we” or “us”) relating in any way to your use of our Services. “**Services**” means the studio registration portal available at <https://partner.lionstudios.cc/register> (the “**Portal**”) for the submission of your mobile games (each a “**Game**,” and each submission via the Portal, a “**Game Submission**”) and any related services and content.

## 1. Agreement to Terms

By using our Services, you agree to be bound by these Terms and by our Privacy Policy. If you don’t agree to these Terms and our Privacy Policy, do not use the Services.

**SECTION 17 OF THESE TERMS OF SERVICE CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND REPRESENTATIVE ACTION WAIVER THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL.**

## 2. Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Portal or through other communications via the Services. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Portal or via the Services, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Portal or the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## 3. Limited License; Who May Use the Services

3.1 Limited License Grant. Subject to your agreement and continuing compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the Services for your own internal purposes. You agree not to use the Services for any other purpose.

3.2 Eligibility – You may use the Services only if you are 16 years or older and are not barred from using the Services under applicable law.

If you are under the age of 18, or under the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these Terms.

You will use the Services only in a manner consistent with these Terms and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You represent and warrant that you (i) are not located in, under the control of, or a national or resident of any country which the United States has embargoed goods or services; (ii) are not identified as a “Specially Designated National”; (iii) are not placed on the U.S. Commerce Department’s Denied Persons List; and (iv) will not access or use the Services if any applicable laws in your country prohibit you from doing so in accordance with this Agreement. Registration for, and use of, the Services are void where prohibited. To the extent that the Services are not legal in your jurisdiction, you may not use the Services.

**3.3 Registration and Your Information** – It’s important that you provide us with accurate, complete and up-to-date information for your account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don’t, we might have to suspend or terminate your account. You agree that you won’t disclose your account password to anyone and you’ll notify us immediately of any unauthorized use of your account. You’re responsible for all activities that occur under your account, whether or not you know about them.

#### **4. Submitting a Game to Lion**

**4.1** The Portal is designed to enable Lion to test the performance of mobile games that you have developed for use on mobile devices running an Android or iOS operating system. Instructions on how to submit a Game are available on the Portal. By submitting a Game, you represent and warrant to Lion that:

- A. You own all intellectual property rights in the Game, have all rights to make a Game Submission and for Lion to use the Game as contemplated by these Terms, without violating any third party’s rights.
- B. No other studio or publisher has published your Game, nor has your Game been assigned or licensed to any other person or entity.
- C. All information that you have provided to Lion is current, accurate and true in all respects.
- D. You have all necessary rights and authority to make a Game Submission and to agree to these Terms.
- E. The Game is free of malware, viruses, adware, spyware or any malicious code.
- F. Your Game complies with all applicable laws and regulations. Without limiting the foregoing, your Game will not contain any material that is obscene, threatening, harassing, abusive, violent, hateful, racist, pornographic, defamatory, libelous, discriminatory, nor does the Game promote or assist in any illegal activity, or otherwise contain objectionable or inappropriate material.

4.2 Lion has the right in its sole discretion to refuse to accept, review, promote, or evaluate any Game Submission for any or no reason.

4.3 You acknowledge and agree that ideas, concepts, gameplay, designs and related information that you may submit may be identical or similar to what may already have been submitted by another developer or which has or may be developed by Lion. Therefore, in no event will any Game Submission impose any obligation of confidentiality on Lion or prevent Lion or any developer from developing, marketing, publishing distributing or otherwise commercially exploiting any mobile game that includes ideas, concepts, gameplay, designs or other information that you may submit.

4.5 You agree that you will keep all communications with Lion related to Game Submissions confidential.

4.6 You will be eligible for certain payments based on the performance of your Game Submission on the terms and subject to the conditions set forth at <https://partner.lionstudios.cc/testing/KPIBounties>

("KPI Bonus"). In order to receive payments from Lion under this section 4.6, you acknowledge and agree that you must (i) register and log-into Lion's payment processing portal administered by and subject to the payment processing terms by and between you and Tipalti, Inc. and (ii) enter accurate contact, payment and tax information. You are solely responsible for providing and maintaining accurate contact and payment information associated with your account. Our fees do not include Taxes (defined below) and you agree to pay all applicable Taxes imposed by any government entity in connection with your use of the Services. "Taxes" shall mean any direct or indirect local, state, federal or foreign taxes, levies (including any equalization levy), duties or similar governmental assessments of any nature, including VAT, excise, sales, use, consumption and withholding taxes. Subject to the foregoing, Lion will pay your KPI Bonus payment within 30 days of your achievement of the applicable KPI metric, as determined solely by Lion.

## **5. Intellectual Property Rights**

5.1 You hereby grant Lion a transferable, sub-licensable, royalty-free, irrevocable, worldwide license to all intellectual property rights in your Game to use, test, promote, market and evaluate your Game Submission in order to determine whether we may be interested in pursuing a business opportunity with you.

5.2 Except for the limited license granted in Section 3.1 of these Terms, we and our licensors retain all right, title and interest in and to the Services, including the technology and software used to provide the Services. The Services are protected by copyright, trademark and other laws. If you violate these Terms, you may be breaking the law, including by violating our intellectual property rights. We and our licensors may actively protect our intellectual property rights in the event you violate these Terms (including by seeking injunctive relief). In addition,

you agree not to modify, create derivative works of, decompile, or otherwise attempt to extract source code from the Services.

5.3 You understand and agree that all data, including KPI and other test data that is generated or processed during the testing of your Game (“Test Data”) is owned by Lion. We have the exclusive right to use such data for our own business purposes, including sharing the Test Data with third parties.

5.4 If you provide us with any suggestions for enhancement or feedback regarding the Services, you agree that we will have a perpetual, transferable, sub-licensable, royalty-free, irrevocable, worldwide license to use such suggestions and feedback, including by incorporating your suggestions or feedback in the Services, without any obligation to compensate you. To the extent permitted by applicable law, you waive any moral rights you may have in such suggestions and feedback.

## **6. Privacy Policy**

Please refer to our Privacy Policy available at <https://lionstudios.cc/privacy> or information on how we collect, use and disclose information from you. You understand that through your use of our Services you acknowledge the collection, use and sharing of this information as described in our Privacy Policy. If you don't agree with the Privacy Policy, then you must stop using our Services.

## **7. Code of Conduct and Our Enforcement Rights**

### **7.1 Code of Conduct.**

When you access or use the Services, you agree that you will not:

- Violate any law, rule or regulation.
- Contribute content or organize or participate in any activity or group that is inappropriate, abusive, harassing, profane, threatening, hateful, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, or is otherwise reasonably objectionable.
- Publish, post, upload or distribute content that is illegal or that you don't have permission to freely distribute.
- Publish, post, upload or distribute any content, such as a topic, name, screen name, avatar, persona, or other material or information, that Lion (acting reasonably and objectively) determines is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, privacy-invasive, vulgar, offensive, indecent or unlawful.
- Impersonate another person or falsely imply that you are a Lion employee or representative.

- Attempt to obtain, or phish for, a password, account information, or other private information from anyone else on the Services.
- Use any robot, spider or other automated device or process to access the Portal for any purpose or copy any material on this website.
- Modify any file or any other part of the Services that Lion does not specifically authorize you to modify.
- Use the Services in a country in which Lion is prohibited from offering such services under applicable export control laws.
- If a Service requires you to create a "user name" or a "persona" to represent you in online, you should not use your real name and may not use a user name or persona that is used by someone else or that Lion determines is vulgar or offensive or violates someone else's rights.
- Interfere with or disrupt any Service or any server or network used to support or provide a Service, including any hacking or cracking into a Service.
- Use any software or program that damages, interferes with or disrupts a Service or another's computer or property, such as denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs.
- Promote, encourage or take part in any prohibited activity described above.

7.2 Failure to comply with this Code of Conduct may result in the suspension of your account and access to the Services, and/or subject you to any of the penalties identified in Section 10.

## **8. DMCA/Copyright Policy**

We respect the intellectual property rights of others and ask that you do as well. We respond to notices of alleged copyright infringement that comply with the US Digital Millennium Copyright Act ("DMCA") and similar or equivalent other local laws that may apply. For more information, please go to Lion's Copyright/DMCA Page on our Portal to review our notification guidelines. We reserve the right to terminate any user's access to the Services if we determine that the person is a "repeat infringer." We do not have to notify the user before we do this.

## **9. Links to Third Party Websites or Resources**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

## **10. Termination**

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of Services or

your account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

### **11. Indemnity**

If you violate the law or breach these Terms, and your violation or breach results in loss or damage or a claim or liability against us, you agree to indemnify, defend and hold us harmless from (which means you agree to compensate us for) that loss, damage, claim or liability, including our legal fees and expenses. We may take exclusive charge of the defense of any legal action for which you are required to indemnify us under this section, at your expense. You agree to cooperate in our defense of these actions. We will use reasonable efforts to notify you of any claim for which you are obligated to indemnify us.

### **12. Warranty Disclaimers**

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT OR AVAILABILITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE IN THE SERVICES.

### **13. Limitation of Liability**

YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF LION IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID US IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. IF YOU HAVE NOT PAID LION ANY AMOUNT IN SUCH SIX (6) MONTH PERIOD, YOUR SOLE AND

EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LION IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT IF YOU HAVE ONE.

Certain jurisdictions do not allow some of the exclusion of certain warranties and liability set forth above. Therefore, the above limitations and disclaimers may not apply to you, and you may have additional rights. To the extent that Lion may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Lion's liability will be the minimum permitted under such applicable law.

#### **14. Time Limitation on Claims**

You agree that any claim you may have arising out of or relating to your relationship with us must be filed within one year after such claim arose; otherwise your claim is permanently barred.

#### **15. Governing Law and Venue**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its choice of law or conflict of law principles.

Further, you and we agree to the jurisdiction of the courts in Santa Clara County, California to resolve any dispute, claim, or controversy that relates to or arises in connection with the Services (and any non-contractual disputes/claims relating to or arising in connection with them).

#### **16. Dispute Resolution**

If you are having a problem with a Service, many issues can be resolved on one of our forums. You may find resolution by clicking on the "Support" or "Contact Us" link on that Service within settings or emailing [support@lionstudios.cc](mailto:support@lionstudios.cc). Before initiating any arbitration or court proceeding, first contact our support team to address your issue. Most disputes can be resolved that way.

#### **17. Agreement to Arbitrate; Class Action and Representative Action Waiver**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES WAIVER OF A TRIAL BY JURY IN A COURT AND OF THE ABILITY TO BRING ANY CLASS ACTIONS OR REPRESENTATIVE ACTIONS.

##### Overview

In the event of any controversy or claim arising out of or relating to these Terms, including any question regarding its existence, validity, termination or breach thereof, or your use of the Services, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. Most user concerns can be resolved

by contacting our customer support team at [support@lionstudios.cc](mailto:support@lionstudios.cc). In the unlikely event that we are unable to resolve your concerns and a dispute remains, this Section explains how you and we agree to resolve it. As explained in more detail below, we each agree to resolve any dispute between us through binding arbitration or small claims court instead of in courts of general jurisdiction.

#### Severability

This Section 17 applies to the maximum extent permitted by applicable law. In the event that any portion of Section 17 is deemed illegal or unenforceable, such provision will be severed and the remainder of Section 17 will be given full force and effect.

If there is a determination that applicable law precludes the arbitration of to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

#### Agreement to Arbitrate; Exceptions

If we cannot resolve our dispute through customer support, YOU AND WE AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION, INCLUDING CLAIMS CONCERNING ANY ASPECT OF THE RELATIONSHIP BETWEEN US, YOUR DECISION TO SUBMIT A GAME, YOUR USE OF THE PORTAL, ANY CONTENT, OR YOUR ACCOUNT. This Agreement to Arbitrate is intended to be interpreted broadly, and applies to all legal claims under any legal theory (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), and applies to any disputes or claims that you assert or that arise even after you stop using the Services or delete your account for the Portal, or stop using the Services. This Agreement to Arbitrate also applies to any claims that are currently the subject of a purported class action litigation in which you are not a member of a certified class. You and we agree that the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the terms or formation of this contract, including whether any dispute between us is subject to this Agreement to Arbitrate (i.e., the arbitrator will decide the arbitrability of any dispute) and whether all or any part of these terms are void or voidable.

An arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU AND WE ARE GIVING UP THE RIGHT TO SUE IN COURT AND THE RIGHT TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

This Section 17, however, does not apply to the following types of claims or disputes, which you or we may bring in court in accordance with Section 15 above:



(1) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and

(2) claims for preliminary injunctive relief for violations of Sections 3 and 7 herein.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you. Also, any of us can bring a claim in small claims court either in Santa Clara County, California or the county where you live, or some other place we both agree on, if such claims meets all the requirements to be brought in that court.

The Federal Arbitration Act applies to this Section 17. The arbitration will be governed by the Consumer Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") (including Rule 1(g) of those Rules that provides for arbitration through the submission of documents only/desk arbitration where no disclosed claims or counterclaims exceed \$25,000), as modified by these Terms. The Rules are available at <https://adr.org/>. The arbitrator will be bound by these Terms.

To start an arbitration proceeding, use the form on AAA's website (<https://adr.org/>) or call the AAA at 1-800-778-7879.

Any arbitration under this section that is required to take place in person will take place pursuant to the Rules, which provide that face-to-face proceedings be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances.

If your claim is for US\$25,000 or less, we agree to reimburse your filing fee promptly upon being notified of the filing, or pay it for you if you are unable to pay it and we receive a written request from you. Also, if your claim is for US\$25,000 or less, we agree to reimburse your share of the arbitration costs, including your share of arbitrator fees, at the conclusion of the proceeding, unless the arbitrator determines your claims are frivolous or your costs are unreasonable as determined by the arbitrator. If you seek more than US\$25,000, the arbitration costs, including arbitrator compensation, will be split between you and us according to the Rules. Irrespective of the amount you seek, neither party shall be entitled to have their attorneys' fees or costs paid by the other party, provided, however, that either party may seek to recover their attorneys' fees and costs in arbitration if the arbitrator determines that the other party's claims (or counterclaims) are frivolous or the other party's costs are unreasonable.

For non-US Users:

In the event of any controversy or claim arising out of or relating to these Terms, including any question regarding its existence, validity, termination or breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by

arbitration administered by the International Centre for Dispute Resolution (“ICDR”) ([www.icdr.org](http://www.icdr.org)) in accordance with the provisions of its International Arbitration Rules. The place of arbitration shall be in London, England. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of Lion. The European Union also operates an online dispute resolution platform which can be found at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

#### Class Action and Representative Action Waiver

For disputes arising between Lion and you, or any other user, you and we agree that we can only bring a claim against each other on an individual basis. NEITHER YOU NOR WE CAN BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION, CLASS-WIDE ARBITRATION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION. THE ARBITRATOR CANNOT COMBINE MORE THAN ONE PERSON’S CLAIM INTO A SINGLE CASE, AND CANNOT PRESIDE OVER ANY CONSOLIDATED, CLASS, OR REPRESENTATIVE ARBITRATION PROCEEDING, UNLESS WE BOTH AGREE OTHERWISE IN WRITING. NONETHELESS, IF ANY PORTION OF THIS CLASS ACTION OR REPRESENTATIVE ACTION WAIVER IS DEEMED UNENFORCEABLE OR INVALID, THE ARBITRATOR SHALL HAVE AUTHORITY TO ISSUE ANY AND ALL REMEDIES AUTHORIZED BY LAW.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.

#### Service of Process

To initiate arbitration or any legal proceeding against Lion Studios, you must serve initiating documents on Lion Studios’ registered agent at: Corporation Service Company, 251 Little Falls Drive, Wilmington Delaware, 19808.

#### Changes to this Section 17

Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future change to this Section 17, you may reject any such change by sending us written notice within 30 days of the change to: [legal@lionstudios.cc](mailto:legal@lionstudios.cc).

Survival. This Section 17 shall survive termination of these Terms.

### **18. California Notice**

Under California Civil Code Section 1789.3, consumers from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in

writing at 1625 N. Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 1(916) 445-1254 or 1(800) 952-5210. Lion may be contacted in writing at Attn: "Legal", Lion Studios, LLC, 1100 Page Mill Road, Palo Alto, CA, 94304.

## **19. General Terms**

These Terms constitute the entire and exclusive understanding and agreement between us and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between us and you regarding the Services. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **20. Contact Information**

If you have any questions about these Terms or the Services, please contact us at [support@lionstudios.cc](mailto:support@lionstudios.cc) or the address set forth below.

Attention: Legal  
Lion Studios, LLC  
1100 Page Mill Road  
Palo Alto, CA 94304