

Agreement on Using Permission and Service of Feelingtouch Game

(It applies to games operated outside mainland China)

Agreement on Using Permission and Service of Feelingtouch Game is concluded by you and Feelingtouch and the agreement has the effect of contract. **Please read carefully and fully understand all clauses, especially the clause which exempts or restricts Feelingtouch’s responsibilities, clause which restricts users’ rights, clause which agrees settlement of dispute and judicial jurisdiction and the separate agreement to open or use a service. The above clauses of restriction, liability exemption, settlement of dispute and jurisdiction may be bolded or highlighted in other reasonable ways to attract your attention.**

Unless you have read and accept all the clauses of the agreement, you have no right to use Feelingtouch game software or receive Feelingtouch game services. **Click of the button of “Confirm” and “Agree” or usage of Feelingtouch game software or acceptance of Feelingtouch game services means that you have read and agreed to sign the agreement.**

If you are juveniles, please read the agreement accompanied by the legal guardian and pay special attention to use clauses regarding juveniles.

1. Parties of Agreement

The agreement is signed by the following two parties:

- 1.1 **Feelingtouch**, that is, provider of Feelingtouch game software or services refers to Hangzhou Feelingtouch Technology Co., Ltd. or its affiliated enterprise and cooperative enterprise which provide Feelingtouch game software or Feelingtouch game services.
- 1.2 **You**, that is player and user refer to natural person who obtain Feelingtouch’s authorization of non-commercial use nature through legal method provided by Feelingtouch and install and use Feelingtouch game software or accept Feelingtouch game services.

2. Definition

If there is no opposite explanation, the following words have the following meaning in the agreement:

- 2.1 **The Agreement** refers to the main body, game rules and its supplementary clauses and revised version of *Agreement on Using Permission and Service of Feelingtouch Game*. Once the above contents are issued, they are indivisible components of the agreement.
- 2.2 **Game Rules** refer to user code, player regulations, game announcement and notice issued and revised by Feelingtouch from time to time.
- 2.3 **Feelingtouch Game Software** refers to game software provided by Feelingtouch to you, including but not limited to computer client game, web game, HTML5 game, mobile terminal game, TV game and other forms of game, and renewal, upgrade, patch and expansion pack related to the above game software and may include relevant network server, website (including but not limited to official website or official forum of the game), electronic media, printing material or electronic document.
- 2.4 **Feelingtouch Game Services** refer to all online operation services related to above Feelingtouch game software provided by Feelingtouch to you and include Feelingtouch game software.
- 2.5 **Virtual Goods** refer to game role, props, equipment, materials and virtual currency provided by Feelingtouch to you in the game.
- 2.6 **Game Data** refers to all data recorded by server when you use Feelingtouch game software or accept Feelingtouch game services, including but not limited to account data information, role data information, grade and information of virtual goods (but except personal identity information including name of users, ID No. and phone No.).
- 2.7 **Punitive Measures** refer that Feelingtouch has the right to take punitive measures if you violate the agreement, game rules, relevant laws and regulations in the game or have improper play behaviors, including but not limited to warning, restriction or prohibition of use all or part of functions of game account, deleting game account and game data, deleting relevant information, prohibition of game account and cancellation of game account.

3. Intellectual Property

- 3.1 Feelingtouch holds all legal rights and interests of Feelingtouch game software in accordance with law (including but not limited to copyright of computer software, copyright of art works and patent right and right for operating Feelingtouch game software), or it has obtained legal authorization from the legal owner and it has the right to provide Feelingtouch game software and Feelingtouch game services to users.
- 3.2 “Feelingtouch Technology”, “Feelingtouch”, “FT Games” LOGO showed by

Feelingtouch game services and character and LOGO which are used for name and source of identity service in specific services (including but not limited to name, LOGO, ICON of Feelingtouch game services, name, LOGO, ICON of Feelingtouch game software developers) belong to trademark or registered trademark of Feelingtouch or its affiliated enterprise and cooperative enterprise.

3.3 Feelingtouch game services may involve third-party intellectual property rights. If the third party requires you to use intellectual property in Feelingtouch game services, Feelingtouch will inform you the requirements by proper way and you shall comply with the requirements.

3.4 Rights which are not expressly granted to you shall be reserved by Feelingtouch.

4. Using Permissions

4.1 Under the premise that you accept all clauses of the agreement, Feelingtouch authorizes you the right to use Feelingtouch game software or Feelingtouch game services. The right is revocable, modifiable, non-exclusive, non-transferable and non-reauthorized authorization with non-commercial use nature. You can install Feelingtouch game software on a single terminal device for personal use within the scope of authority and operate the duplicate of Feelingtouch game software by designated way of Feelingtouch and enjoy services provided by Feelingtouch.

4.2 The above authorization is only limited to personal user. If you need to use Feelingtouch game software and Feelingtouch game services outside the scope of personal use or use Feelingtouch game software and Feelingtouch game services for any commercial purpose, you need to obtain written authorization of Feelingtouch in advance. Any installation, use, visit, display, operation and commercial use without Feelingtouch's approval constitute infringement.

4.3 You can obtain Feelingtouch game software from Feelingtouch website or the third party who obtains Feelingtouch's authorization. If you obtain Feelingtouch game software or use Feelingtouch game services from the third party who does not obtain Feelingtouch's authorization, it is deemed that you have not obtained Feelingtouch's authorization. You shall bear the resulting losses and Feelingtouch does not bear any responsibility.

4.4 In order to guarantee the consistency of security and function of Feelingtouch game services, Feelingtouch has the right to renew Feelingtouch game software, or change or restrict some functional effect without special notice. After issuing the new version of Feelingtouch game software, Feelingtouch does not guarantee that the Feelingtouch game software with old version and corresponding Feelingtouch game services can be used continuously and please you check and download the latest version at any time. If you do not timely download the latest version of Feelingtouch game software, you shall bear the resulting losses and Feelingtouch does not bear any responsibility.

5. Game Account, Virtual Goods and Game Data

5.1 Ownership of game account, virtual goods and game data belong to Feelingtouch and you enjoy right of use. You shall use them reasonably in accordance with the agreement, game rules and relevant laws and regulations

5.2 You shall register member account of Feelingtouch or other partner accounts recognized by Feelingtouch and use the Feelingtouch game software or accept Feelingtouch game services with the account. Feelingtouch will use the true and accurate personal information provided by you as the sole evidence of user identity and relevance between user and account.

5.3 According to requirements of relevant laws and regulations of operating place of game and information provided by you, Feelingtouch may judge whether you meet the age condition for using Feelingtouch game software or receiving Feelingtouch game services, then determine whether to take necessary restrictive measures to your game account.

5.4 Feelingtouch will improve safety level of game through relevant technology and actively take reasonable measures such as technology management to guarantee your game account is safe and valid. But there is no guarantee that the above safety precautions can completely eliminate the risk that your game account will be stolen or lost.

5.5 You shall keep the game account and password properly and accurately and safely use game account and password. In the event that the password of game account is lost or stolen due to your reason and causes losses to you or other people, Feelingtouch does not bear any responsibility.

5.6 If Feelingtouch restricts, freezes or stops your use of game account in accordance with the agreement, game rules and relevant laws and regulations, which may cause the deletion of game data and relevant information of your game account and loss of relevant rights and interests, you shall bear the losses and Feelingtouch does not bear any responsibility.

5.7 If there is no special identification for use term or number of times, it is implied that you can continue to use all kinds of virtual goods in the game after obtaining right of use until the termination of corresponding Feelingtouch game services; if there is special identification for use term or number of times, the use term shall be subject to the special identification. In case of over user term or number of times, Feelingtouch has the right to return right of use at any time without special notice whether you use it or not (the use term shall not be interrupted or suspended for any reason).

5.8 In order to better provide Feelingtouch game services to you and other users and maintain fair order of game, Feelingtouch has the right to adjust, renew and optimize the performance and relevant value setting of your virtual goods. You agree not to

investigate any legal responsibility to Feelingtouch due to the above adjustment, renewal and optimization.

5.9 Feelingtouch has the right to set up, add and modify virtual goods obtained by currency exchange according to the need. If the currency is exchanged to the above virtual goods, it is deemed to have been used and virtual goods shall not be exchanged to currency.

5.10 In order to use server resources efficiently, if you have not used the game account for continuous 12 months, Feelingtouch has the right to take disposal measures like delete the game account as well as the virtual goods and game data under the account. The above disposal may result in your loss of relevant rights and interests under the game account and Feelingtouch does not bear any responsibility.

5.11 If you use Feelingtouch game software or accept Feelingtouch game services without registering account through “Quick Play”, “Visitor Login” or other similar models, please timely register and bind game account. If you do not register and bind game account, you shall not use online game recharge service. If you unload and reset Feelingtouch game software or Feelingtouch game software cannot be normally started due to damage of terminal device, all virtual goods and game data will not be inquired and restored in single game or online game which game account is not registered and bound.

5.13 In single game provided by Feelingtouch, the recharge system is only available after access to the internet. If you use the recharge system to recharge, please confirm recharge information through internet. All game data of single game will be kept in your terminal device. If you unload and reset Feelingtouch game software or Feelingtouch game software cannot be normally started due to damage of terminal device, all virtual goods and game data of you will not be inquired and recovered. If you need to keep game data in game server, data saving operation shall be implemented by networking.

6. Game Behavior Specification of Users

6.1 You shall be equipped with the equipment for using Feelingtouch game software or accepting Feelingtouch game services, including but not limited to mobile intelligent devices (phone and tablet PC), computer, wireless router or other necessary internet devices.

6.2 You shall bear Telecom costs and network fee related to the services paid online.

6.3 You shall comply with the agreement, game rules and laws and regulations of operating place of game as well as your country and region.

6.4 You shall bear the responsibility involved in the issuing information when you use Feelingtouch game software or accept Feelingtouch game services and the following

contents shall not be issued:

6.4.1 Content spreading rumor, hatred, discrimination, obscenity, pornography, gambling, violence, murder and terror or instigating crime;

6.4.2 Content insulting or slandering other people and infringing upon the legitimate rights and interests of other people;

6.4.3 Content preaching and instigating to use relevant contents of plug-in, private server and Trojan horse;

6.4.4 Issue any home address or link of software and documents which are improper after Feelingtouch's reasonable judgment or not recognized by Feelingtouch;

6.4.5 Other behaviors which are widely recognized in the industry as being improper, or other contents prohibited by laws and administrative regulations of operating place of game or your country or region.

6.5 You shall not use Feelingtouch game software or accept Feelingtouch game services through improper means or other unfair means and you shall not interfere with Feelingtouch providing software and services normally, including but not limited to:

6.5.1 Attack and hack into the web server of Feelingtouch, or web server is overloaded with a high frequency login or attempting to log in the server which exceeds normal user login requirements in the period of concentration;

6.5.2 Decode and modify Feelingtouch game software procedures provided by Feelingtouch;

6.5.3 Attack and hack into the game server of Feelingtouch or program of game server or let the game server overload;

6.5.4 Formulate, issue, spread and use any form of auxiliary tools or procedures (plug-in) which obstruct the fairness of the game and operate simultaneously outside of Feelingtouch game software; simulate user operation; change operating environment; modify data and affect game operation.

6.5.5 Use bug and error of procedures to destroy normal operation of game or spread the bug or error;

6.5.6 Unreasonably interfere or obstruct other people to use Feelingtouch game software or Feelingtouch game services provided by Feelingtouch;

6.5.7 Use Feelingtouch game software (private server) by abnormal or illegal way;

6.5.8 Log in game (including but not limited to use the third party's software and system which are not developed, authorized or recognized by Feelingtouch to log in game) by abnormal way; use plug-in software or robot program like network accelerator to maliciously damage service facility and disturb normal service order;

6.5.9 Modify, translate, annotate, arrange, compile and interpret Feelingtouch game

software;

6.5.10 Use technical flaws or vulnerabilities which may exist in Feelingtouch game software to make profit (including but not limited to copy virtual goods of game) for yourself and other people in a variety of forms or engage in other improper conducts.

6.6 Feelingtouch will supervise your game data and it is used as the basis to judge whether you have game cheating behavior by using plug-in program. **Feelingtouch has the right to take corresponding punitive measures according to plot severity and the agreement. If the circumstances are serious, you will be handed over to relevant administrative authority for administrative penalty or investigated criminal responsibility.**

7. Information Collection and Privacy Protection

7.1 You agree Feelingtouch to collect your user information in order to perform the purpose of the agreement or the requirements of administrative and judicial organs. The above information includes your registered information in real-name registration system, your game data and other information provided by you in process of using Feelingtouch game software or accepting Feelingtouch game services or collected by Feelingtouch based on security and user experience optimization. Feelingtouch will comply with provisions of relevant laws for collection of your user information.

7.2 You agree that Feelingtouch or affiliated enterprise and cooperative enterprise can provide all kinds of information including activity information and promotion information related to Feelingtouch game to you through messages, phone calls and emails according to your user information.

7.3 Except otherwise provided by the agreement, Feelingtouch will comply with **Privacy Policy** issued by Feelingtouch for collection, use and protection of user information.

8. Exemption Clauses

8.1 Feelingtouch cannot guarantee: Feelingtouch game software or Feelingtouch game services do not have error, will not interrupt, all defects have been corrected, Feelingtouch game software or Feelingtouch game services will not be damaged by virus or any other factors. Unless it is clearly regulated by law, Feelingtouch hereby expressly states that it does not bear any express or implied guarantee responsibility, including but not limited to guarantee of performance, applicability or non-infringement of Feelingtouch game software or Feelingtouch game

8.2 In any case, Feelingtouch does not bear responsibility for losses caused by force majeure when you use Feelingtouch game software or accept Feelingtouch game services. The force majeure includes but not limited to national laws, regulations, policies and the order of state organs and other government actions or

other unpredictable, inevitable and insurmountable events like earthquake, flood, snow disaster, fire, tsunami, typhoon, strike and war.

- 8.3 Feelingtouch can independently decide to change, terminate or suspend your use of Feelingtouch game services at any time and no advance notice is required, but except advance notice is required according to the agreement or laws and regulations.** If your behavior violates the agreement, game rules, relevant laws and regulations, Feelingtouch can terminate or suspend your use of Feelingtouch game services in accordance with the above regulations. Feelingtouch does not need to bear any responsibility for you and has the right to require you bearing corresponding responsibility.
- 8.4 Game software BUG, version update defects, virus attack of the third party and any other factors may cause abnormality of your game account, virtual goods and game data. Before the reason for data exception being identified, Feelingtouch has the right to temporarily freeze corresponding game account; if the data exception is caused by you or the third party's violation of game behavior specification of users agreed by the agreement, Feelingtouch has the right to recover game account, virtual goods and game data to the original state before the exception occurred (including retrieve the transferred data from the third party) and Feelingtouch does not bear any responsibility to you.
- 8.5 Feelingtouch does not authorize you to obtain game account and virtual goods through purchase, accepting bestowal or other methods from any third party. Feelingtouch is not responsible for the transaction of third party and does not accept any appeal arising from dispute of third party's transaction.
- 8.6 Limited by objective conditions, the same network game may have non-interconnection in different operating systems and the same single game may have non-interconnection in different terminal devices, which may cause that your game account, virtual goods and game data in one operating system or terminal device cannot be smoothly transferred to another operating system or terminal device. The risk of loss of game account, virtual goods and game data due to your switching between different operating systems or terminal devices shall be borne by you and Feelingtouch does not bear any responsibility to you.**
- 8.7 You shall pay special attention to that commercial advertising or other promotional activities information may be published in Feelingtouch game. These advertising and promotional activities information are provided by advertiser or commercial service provider who bears corresponding responsibilities and Feelingtouch only provides a medium for publishing contents. If you purchase the goods or services from websites or advertisements of such links, the transaction behavior only exists between the user and the provider of the goods or services, which is irrelevant to Feelingtouch. Feelingtouch does not bear any legal responsibility for transaction behavior between you and the provider of the goods or services.**

9. Compensation for Damages

- 9.1 If you violate laws and regulations of operating place of game or your country or region or the agreement in the game and cause damages to Feelingtouch or the third party, you shall bear corresponding legal responsibilities.
- 9.2 Feelingtouch has the right to take all reasonable actions to recover amount of loss from you and require you to bear reasonable fees (including but not limited to litigation costs, counsel fee, fees for obtaining evidence through investigation and fees of actual losses incurred by legal proceedings and administrative procedures).

10. Change of Agreement

- 10.1 Feelingtouch has the right to change the clauses of the agreement when necessary and inform you at relevant page. You can consult the latest version of clauses of the agreement at relevant page (including but not limited to official website and game client).**
- 10.2 After change of clauses of the agreement, if you continue to use Feelingtouch game software or accept Feelingtouch game services, it is deemed that you have accepted the agreement after change. If you do not accept the agreement after change, you shall stop using Feelingtouch game software or accepting Feelingtouch game services.**

11 Jurisdiction and Law Application

- 11.1 Signing place of the agreement is Yuhang District, Hangzhou City, Zhejiang Province, the PRC.**
- 11.2 Establishment, effectiveness, performance, explanation and dispute settlement of the agreement apply the laws of mainland of the PRC and exclude application of all other conflict laws.**
- 11.3 If you and Feelingtouch have any dispute due to the agreement, you shall first solve it through friendly negotiation. If negotiation fails, both parties agree to submit the dispute to people's court with right of jurisdiction over the signing place of the agreement.

12. Others

- 12.1 The agreement provides Chinese and English versions and the inconsistencies shall be subject to Chinese version.**
- 12.2 Titles of all clauses in the agreement are only for the convenience of reading and do

not have actual meanings, nor can they be used as the basis for the interpretation of the agreement.

12.3 In the event that any clause in the agreement is judged to be completely or partially invalid or not having executive force due to any reason, other clauses of the agreement are still valid and have executive force.

12.4 In the event that Feelingtouch does not exercise, timely exercise or fully exercise the rights of the agreement or stipulated by laws, it shall not be deemed as waive of the right or affect Feelingtouch's exercise of the right in the future.

Hangzhou Feelingtouch Technology Co., Ltd.