

Terms of Service

Effective Date: January 1, 2014

The terms of this agreement (“Terms of Service”) govern the relationship between you and Wolfgang Ventures, Inc. (hereinafter “Wolfgang Ventures” or “us” or “we”) regarding your use of Wolfgang Ventures games, websites and related services (the “Service”). Use of the Service is also governed by Privacy Policy, which is incorporated herein by reference.

Before accessing or using the Service, including accessing a game or browsing any Wolfgang Ventures game related website you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”). By registering for an Account or otherwise using the Service, you understand and agree to these Terms of Service. If you access the Service from a Social Networking Site (“SN Service”), such as Facebook or Google+, you shall comply with its terms of service/use as well as these Terms of Service.

BY DOWNLOADING, INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE. USE OF THE SERVICE IS VOID WHERE PROHIBITED.

Wolfgang Ventures reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting or emailing the amended terms on the Wolfgang Ventures Service website. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Wolfgang Ventures Privacy Policy, or any other

Wolfgang Ventures policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

1.0 LICENSE

1.1 Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Wolfgang Ventures policies, Wolfgang Ventures grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations below to access and use the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

1.2 Limitations of License and Use of Service

You agree that you will not, under any circumstances:

- Engage in any act that Wolfgang Ventures deems to be in conflict with the intent of the Service.
- Use the Service to harm, threaten, or harass another person, organization, or Wolfgang Ventures.
- Post any content that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.
- Obtain (or try to obtain) any data from the Service or related hardware, except the data that we intend to make available to you.
- Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service.
- Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or

interfere with the Service, any Wolfgang Ventures game or any Wolfgang Ventures game experience.

- Damage, disable, overburden, or impair the Service (or any network or authorized device connected to the Service).
- Solicit or attempt to solicit personal information from other users of the Service or any Wolfgang Ventures game or collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.
- Attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute, or use for other purposes the Service, any game, application, or other content available or accessible through the Service, or any hardware associated with the Service or with an authorized device.

If you do, we may cancel your Account and your ability to access the Service, and pursue other legal remedies. We may take any legal action we deem appropriate against users who violate our systems or security, these Terms of Service or any additional terms incorporated or referenced in it. Such users may also incur criminal or civil liability.

1.3 Account Information

During the Account creation process, you will be required to select a password ("Login Information"). You shall not share the Account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Wolfgang Ventures and modify your Login Information. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information,

including purchases, whether or not authorized by you. You are responsible for anything that happens through your Account.

You agree to each of the following:

- You shall not create an Account or access the Service if you are under the age of 13.
- You shall monitor and restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal) by minors.
- If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms of Service.
- You shall not have more than one Account at any given time, sell or give away your Account, create an Account using a false identity or information, or on behalf of someone other than yourself;
- You shall use your Account only for non-commercial purposes; You shall not use the Service to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk or spam e-mail or repetitive messages to anyone.
- You shall not have an Account or use the Service if you have previously been removed by Wolfgang Ventures or previously been banned from playing any Wolfgang Ventures game.
- You shall not create an Account or use the Service if you are a convicted sex offender.
- You shall not use your Account to engage in any illegal conduct.
- You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any Virtual Items associated with your Account to anyone without Wolfgang Ventures' written permission.

- You warrant that you are not prohibited from receiving products of U.S. origin, including services or software.
- If you access the Service from an SN Service you shall comply with its terms of service/use as well as these Terms of Service.

You shall monitor your Account to restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors in connection with your Account. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal and Facebook Credits) by minors.

Wolfgang Ventures reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

1.4 Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES, WOLFGANG VENTURES MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO WOLFGANG VENTURES SERVICES OR PORTIONS THEREOF IF YOU ARE, OR WOLFGANG VENTURES SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND WOLFGANG VENTURES IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS. WITHOUT LIMITING OUR OTHER RIGHTS OR REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR

REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

WOLFGANG VENTURES RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

Wolfgang Ventures reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, Wolfgang Ventures shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Service. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may terminate your Account at any time and for any reason by following the process described on our help page.

2.0 OWNERSHIP

2.1 Games and Service

All rights, title and interest in and to the Service (including without limitation any games, titles, code, themes, objects, dialogue, catch phrases, concepts, artwork, animations, characters, character names, sounds, musical compositions, audio-visual effects, methods of operation, documentation, in-game chat transcripts, character profile information, recordings of games played using a Wolfgang Ventures

game client, and the Wolfgang Ventures game clients and server software) are owned or are licensed by Wolfgang Ventures. Wolfgang Ventures reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its games and the Service.

2.2 Virtual Currency and Items

Wolfgang Ventures owns, has licensed, or otherwise has rights to use all of the content that appears in the Service or in Wolfgang Ventures games. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Service, including without limitation the virtual goods or currency appearing or originating in any Wolfgang Ventures game, whether earned in a game or purchased from Wolfgang Ventures, or any other attributes associated with an Account or stored on the Service.

3.0 USER CONTENT

3.1 User Content Ownership

“User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a Wolfgang Ventures game client or the Service, or that other users upload or transmit, including without limitation any chat text.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Wolfgang Ventures in accordance with its Privacy Policy. Wolfgang Ventures reserves the right

in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

3.2 User Content License

You own your User Content subject to these Terms of Service. You hereby grant to Wolfgang Ventures an irrevocable, perpetual, transferable, fully paid-up, royalty-free, non-exclusive, unlimited license (including the right to sublicense and assign to a third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use, in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions of the Service. You further hereby grant to Wolfgang Ventures the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to you.

3.3 Screening Content

Wolfgang Ventures assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate content or conduct. Using this Service is at your own risk. By using the Service, you may be exposed to User Content that may be offensive, indecent or otherwise not to your liking. You bear all risks associated with the use of any User Content available in connection with the Service. At our discretion, our representatives or technology may monitor and/or record your interaction with the Service or communications (including without limitation chat content) when you are using the Service.

By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat content.

If at any time Wolfgang Ventures chooses, in its sole discretion, to monitor the Service, Wolfgang Ventures nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

Wolfgang Ventures reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

3.4 Public Discourse

The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Wolfgang Ventures cannot guarantee that other members will not use the ideas and information that you share.

Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. Wolfgang Ventures shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

3.5 Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others. Wolfgang Ventures may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User

Content that in the sole judgment of Wolfgang Ventures violates these Terms of Service.**4. PURCHASE AND FEE TERMS**

In the Service you may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) “virtual currency”, including but not limited to virtual coins, all for use in Wolfgang Ventures games; (b) “virtual in-game items” (together with “virtual currency,” “Virtual Items”); and (c) other goods or services (“Merchandise”).

Wolfgang Ventures may manage, regulate, control, modify or eliminate Virtual Items and/or Merchandise at any time, with or without notice. Wolfgang Ventures shall have no liability to you or any third party in the event that Wolfgang Ventures exercises any such rights.

The transfer of Virtual Items and Merchandise is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items or Merchandise to any person or entity, including but not limited to Wolfgang Ventures, another user or any third party.

ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.

Wolfgang Ventures may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT WOLFGANG VENTURES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

The provision of Virtual Items for use in Wolfgang Ventures games is a service provided by Wolfgang Ventures that commences immediately upon acceptance by Wolfgang Ventures of your purchase.

5. UPDATES TO THE SERVICE

You understand that the Service evolves. In an effort to improve its products and services, Wolfgang Ventures may require that you accept updates to the Service and to Wolfgang Ventures's games you have installed on your devices. You acknowledge and agree that Wolfgang Ventures may update the Service and the Games with or without notifying you.

6. DISCLAIMER OF WARRANTIES

WITHOUT LIMITING WOLFGANG VENTURES'S LIABILITY UNDER SECTION 7 BELOW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WOLFGANG VENTURES DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. LIMITATION OF LIABILITY

WOLFGANG VENTURES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR

OTHER LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WOLFGANG VENTURES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WOLFGANG VENTURES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO WOLFGANG VENTURES IN ACCORDANCE WITH THESE TERMS OF SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO WOLFGANG VENTURES DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND WOLFGANG VENTURES'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH WOLFGANG VENTURES IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Wolfgang Ventures 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 Wolfgang Ventures's liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF WOLFGANG VENTURES.

You agree to indemnify, defend and hold Wolfgang Ventures harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of these Terms of

Service, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

8. DISPUTE RESOLUTION AND LAW

If a dispute arises between you and Wolfgang Ventures, we strongly encourage you to first contact us directly to seek a resolution. These Terms of Service and any dispute arising out of or related to it or Privacy Policy or the Service shall be governed in all respects by Colorado law, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Wolfgang Ventures must be resolved exclusively by a court located in Denver, Colorado and you agree to the exclusive jurisdiction and venue of such courts. If Wolfgang Ventures is the prevailing party in any legal action brought by Wolfgang Ventures to enforce these Terms of Service, Wolfgang Ventures shall be entitled to recover from you its costs, reasonable attorneys' fees and other expenses incurred in such action.

9. SEVERABILITY

You and Wolfgang Ventures agree that if any portion of these Terms of Service or of the Wolfgang Ventures Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability of the provision in any other manner or jurisdiction and without affecting the remaining provisions of these Terms of Service, which shall continue to be in full force and effect.

10. GENERAL PROVISIONS

10.1. Assignment

Wolfgang Ventures may assign or delegate these Terms of Service

and/or the Wolfgang Ventures Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Wolfgang Ventures's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

10.2. Supplemental Policies

Wolfgang Ventures may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service.

10.3. Entire Agreement

These Terms of Service as they may be modified as provided herein, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Wolfgang Ventures Privacy Policy), contain the entire understanding of you and Wolfgang Ventures, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

10.4. No Waiver

The failure of Wolfgang Ventures to require or enforce strict performance by you or any other user of any provision of these Terms of Service or the Wolfgang Ventures Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Wolfgang Ventures' right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Wolfgang Ventures of any provision, condition, or requirement of these Terms of Service or the Wolfgang Ventures Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Wolfgang Ventures shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Wolfgang Ventures.

10.5. Notices

We may notify you via postings, e-mail or any other communications means using contact information you provide to us. All notices given by you or required from you under these Terms of Service or the Wolfgang Ventures Privacy Policy shall be in writing and addressed to: Wolfgang Ventures Consulting, 1995 57th Court N, #200, Boulder, Colorado 80301. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

10.6. Equitable Remedies

You acknowledge and agree that your breach of these Terms of Service would irreparably damage Wolfgang Ventures in a manner which cannot be compensated by monetary damages alone. Accordingly, in addition to any other remedies available to Wolfgang Ventures, Wolfgang Ventures shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any Wolfgang Ventures game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages (if any), limited as provided by Section 7.

10.7. Force Majeure

Wolfgang Ventures shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Wolfgang Ventures, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Wolfgang Ventures' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Contact Information

Wolfgang Ventures

1995 57th Court N., Boulder, Colorado 80301

If you have any questions about this Policy, please contact us at support@memorycastgame.com