



Legal Warning

By entering and using this internet portal, whose domain name is www.spritted.com (hereinafter, The Site), property of Toro Games SL (hereinafter, TOROGAMES), the user expressly accepts by electronics means the terms and conditions of use in the Agreement, integrated by the present Legal Warning, the Privacy Policy, the Specific Terms of Use of the service, and any other additional terms featured in the Site.

In case of not fully and completely accepting the terms and conditions of the Agreement, the user must refrain from accessing, viewing and using the Site.

1. Agreement

The present Legal Warning and the associated documents (Privacy Policy, Specific Terms of Use and eventual additional terms) constitute a joining Agreement for the use of the website www.spritted.com (hereinafter, the Service) of which take part, on one hand, Toro Games SL, with legal address in Oliva Street, 18, Las Rozas de Madrid (28231- Spain), and on the other, the user, both parts being sustained by what is established in said Agreement.

2. License

In virtue of the executions of this Agreement and as long as it is in effect, TOROGAMES grants the user the non-exclusive, revocable and non-transferable right to view and use the Site in conformity with the terms and conditions here stated. As far as the present Agreement is concerned, both



parts agree that the “user” is understood to be any person that enters the Site and/or uses any of the services which are offered in said Site.

The user will only be able to print and/or copy any information featured or published in the Site exclusively for personal use, being strictly prohibited the commercial use of said information.

The reprinting, publication, distribution, allocation, sublicensing, sale, online duplication or by other means, partial or total, of any information, document or graph which are featured in the Site, for any reason other than personal noncommercial use, is strictly prohibited for the user, unless having written authorization from TOROGAMES.

3. Rules of Use

In addition to the obligations established in other sections of the present Legal Warning or in other documents integrated in the Agreement, You accept that, you will not, UNDER ANY CIRCUMSTANCES:

- Misuse the technical service of TOROGAMES, understanding also as such the sending of false abuse reports.
- Use fraudulent accounts, cheats, exploits, software automation, bots, hacks, mods or any other third party software not authorized and designed to modify or interfere with the Service.
- Use the Service to design or assist in the design of cheats, exploits, software automation, bots, hacks, mods or any other third party software not authorized and designed to modify or interfere with the Service.



- Modify or provoke the modification of files that form the Service without express and written authorization from TOROGAMES.
- Interrupt, overload, or assist in the interruption or overload of (1) any computer or server which offers or supports the Service (understanding each and every one of them as "Server"); or (2) the enjoyment of the Service by third parties.
- Establish, assist or be involved in any type of attack, including, among others, the distribution of virus, Service access denial attacks, or any other attempts to disrupt the Service or the use and enjoyment of the Service by third parties.
- Interfere, or attempt to interfere in the correct functioning of the Service, nor connect to or use the Service, completely or partially, for any use that has not been expressly authorized by the agreement.
- Use any non-authorized third party software which accesses, intercepts, extracts or, in any way, gathers information from the Service or through it, or in transit from the Service or to the Service, including, but not limited to, any software which reads part of the RAM or flow of online traffic used by the Service to store information.
- Intercept, examine or, in any other way, observe any communications protocol used by a client, a Server, or the Service, be it through the use of a web analyzer, a packet sniffer or any other type of program.
- Use any type of automated system or carry out any actions which suppose or may suppose, to TOROGAMES' complete discretion, a disproportionate or unacceptable saturation of its infrastructure.
- Bypass any type of robot exclusion standard or other measures that we may consider to restrict the access to the Service, nor use any software, technology or device which sends content or messages, or



that inspects websites for the extraction and manipulation of information (web scraping or web crawlers).

- Use, assist, create or maintain non-authorized connection to the Service, including, but not limited to: (1) any connection to a non-authorized server which mimics or attempts to mimic any part of the Service; (2) any connection which makes use of programs, tools or software of its own property not approved expressly by TOROGAMES.
- Carry out reverse engineering, decompile, dismantle, decode, or in any other way, attempt to obtain the source code of any software or intellectual property used to provide the Service, or to obtain information from the Service, through non-authorized methods by TOROGAMES.
- Upload or transmit, or attempt to upload or transmit, without the express consent of TOROGAMES, any software that acts as a passive or active collection or transmission mechanism, including, but not limited to, clear images in graphic interchange format (GIFs), 1x1 images, *web bugs*, *cookies* or any type of similar software (on occasions referred to as *spyware*, passive collection mechanisms, or MPR).
- Attempt to obtain non-authorized access to the Service, to third party Accounts or computers, servers, or networks connected to the Service by other means not including the user interface provided by TOROGAMES, including, but not limited to, evasion or alteration, or the attempt to evade or alter, as well as assisting third parties in the evasion or alteration of any type of security, technology, device or software which are part of the Service.
- Duplicate, alter or distribute content subject to the intellectual property rights included in the Service.



- Use the Service infringing or promoting the infringement of applicable laws or regulations.

4. INTELLECTUAL PROPERTY AND COPYRIGHTS

TOROGAMES, the website www.spritted.com, its logos and all the material featured in said site, are trademarks, domain names, brand names and artistic works property of their respective authors and are protected by international treaties and the applicable laws concerning intellectual property and copyrights.

The content copyrights, organization, collection, compilation, information, logos, photographs, images, programs, applications, and generally any information contained or published in the Site are properly protected in favor of TOROGAMES, its affiliates, suppliers and/or its respective authors, in conformity with the applicable legislation concerning intellectual and industrial property.

It is strictly prohibited for the user to modify, alter or delete, be it completely or partially, the warnings, trademarks, brand names, signs, advertisements, logos or any indication which refers to the intellectual property featured in the indicated site.

It is our policy to act against the violations which in terms of intellectual property may be generated or originate according to what is stipulated in the legislation as well as in other intellectual property instruments applicable, including the elimination or blocking of access to material which is found to be subject to activities which infringe third party intellectual property rights.



In the case that any user or third party considers that any of the contents that are found or are introduced in the Site, violate their intellectual property rights, they may send a notification to the email info@spritted.com, in which the following should be indicated: i) truthful personal information (name, address, telephone number and email address of the claimant); ii) signature with the personal information of the intellectual property author; iii) precise and complete indication of content(s) protected by the intellectual property rights presumably infringed, as well as the location of said violations in the referred site; iv) express and clear statement that the publication of the indicated content (s) has been carried out without the consent of the intellectual property rights' author presumably infringed; v) Clear and express statement and under the responsibility of the claimant that the information provided in the notification is exact and that the publication of the content (s) constitutes a violation of said rights.

5. Advertising material

The user understands and accepts that TOROGAMES is an independent organization of third party sponsors and advertisers whose information, images, advertisements and other advertising or promotional material may be advertised in the Site.

The user understands and accepts that the advertising material is not part of the main content of the Site and, as a result, TOROGAMES does not assume any responsibility for said content.

6. Negation of warranties



The user agrees that the use of the Site is done at his/her own risk and that the services and products there offered and provided are “as is” and “as they become available”. TOROGAMES does not guarantee that the website or the indicated application satisfies the requirements of the user or that the services offered do not suffer interruptions, are safe or flawless.

TOROGAMES does not guarantee or endorse in any way the veracity, precision, legality, morality or any other characteristic of the content material published in the Site.

As far as permitted by the applicable legislation, TOROGAMES is exempt from any responsibility and conditions, express or implicit, regarding the services and information featured or available in or through this website; including, without limitations:

- a) The availability of the Site.
- b) The absence of virus, errors, deactivators or any other harmful material or with destructive purposes in the programs available in or through this website
- c) The obsolescence, imprecision or existence of typing or grammatical errors in the information publicized or featured in or through the Site.

7. Responsibility limitations

As far as permitted by applicable laws, TOROGAMES will not be responsible, in any case, for indirect damage, special, incidental, indirect, or consequential that in any way is derived or related to:

- a) The use, execution, delay or lack of availability of the use of the Site.



- b) The provision or lack of provision of services, any information or graphics featured or published in or through the Site.
- c) The update or lack of update of the information.
- d) The alteration or modification, total or partial, of the information after being included in the Site.
- e) Any other aspect or characteristic of the information featured or published in the Site or through the links that will eventually be included in said Site.

8. Site modifications

TOROGAMES will be able to, at any moment, and when it considers convenient, without having to inform the user, carry out corrections, additions, improvements or modifications to the content, presentation, information, services, areas, data bases and other elements of the Site, without any right to complaint or compensation on part of the user, nor does it imply any acknowledgement of responsibility by TOROGAMES in favor of the user.

9. Modifications to the Agreement

TOROGAMES reserves its right to modify the terms and conditions of this Agreement at any moment, said modifications being valid immediately by means of:

- a) Publication of the modified Agreement in the Site.
- b) An announcement published in the main page of the Site to notify the users.



Nevertheless, the users will not be obligated by the modifications unless they expressly sign them. In case it is not signed, the will of the user to cancel his/her User Account and the present Agreement will be implicitly understood.

10. Information Privacy

Through the Site, TOROGAMES may obtain diverse information from the user that may be compiled and stored in a data base. For more information about the use of users' personal information that TOROGAMES carries out, we recommend you consult the Privacy Policy.

If TOROGAMES decides to change its Privacy Policy, it will announce said changes in the Site, so that the user may understand who is responsible for the treatment, what information is compiled, and why it is requested, among other aspects.

11. Transfer of rights

TOROGAMES will be able to, at any moment and when deemed convenient, transfer totally or partially its rights and obligations derived from the present Agreement. In virtue of said transfer, TOROGAMES will be exempt from any obligation in favor of the user established in the present Agreement.



12. Termination

TOROGAMES reserves its right, at its complete discretion, and without obligation to inform the user, to:

- a) Terminate the present Agreement.
- b) Discontinue or stop publishing the Site without any responsibility towards TOROGAMES, its affiliates or suppliers.

The user can equally resolve this Agreement by canceling their account through the Site's interface or notifying TOROGAMES through the means indicated in the Contact section.

13. Subsistence

The present Agreement, the terms and conditions it contains, as well as the Privacy Policy, the Specific Terms of Use or any of the additional terms featured in the Site, constitute an upright agreement between the parts, and substitutes any other agreement or Agreement held previously. Any clauses or provision of the present Agreement, as well as the rest of the mentioned documents, legally declared invalid, will be eliminated or modified at TOROGAMES' discretion, with the finality of correcting its vice or fault. However, the rest of the clauses or provisions will maintain its strength, obligatory nature and validity.



14. No withdrawal of rights

The inactivity on the part of TOROGAMES, its affiliates or suppliers on the exercise of any right or action derived from the present Agreement, will not be interpreted, at any moment, as a withdrawal of said rights or actions.

15. Jurisdiction and legislation applicable

This Agreement will be subject to and interpreted according to the Spanish legislation. In case of conflict about said Agreement, and as far as the local legislation applicable to the user allows it, the parts agree to be subject to the courts in the city of Madrid, Spain.

Specific Terms of Use

1. Service description

Through the website www.spritted.com, Toro Games SL (hereinafter, TOROGAMES) makes a wide range of browser games of different categories at the disposal of the users, featuring also a ranking of the best players of said games.

Each and every one of the sessions costs a determined amount of virtual coins, which can be acquired either free of charge by visiting the links indicated in the site, or through microtransactions (PayPal, credit card or text message).

2. Access to the service



2.1 Age

Access to the Service is not restricted by age criteria. In the case of underage individuals, it will be their parents or legal tutors who, exercising parental control, implicitly accept in their name the present Terms of Use and the rest of the documents of the Agreement.

2.2 Account creation

The use of the Service requires the Users to create a personal account (hereinafter, the Account), to access the totality of the functionalities of the site. When creating an Account, the User will be required by TOROGAMES to provide a valid email address. By doing this, you accept and state that the information provided to TOROGAMES is precise, truthful and of your property, as well as informing us of any changes or modifications. Said information will be kept and used in conformity with the Agreement and in particular, with its Privacy Policy document regarding the protection of personal information.

2.3 Account access information

During the process of creating an account, and to access it and the Service in the future, you will be requested to provide a valid email address and a Password (Access Information).

You are the only one responsible for maintaining the confidentiality of the Access Information, and any use that third parties may make of said information –including payment services–, having been authorized by You or not. To guarantee the safety of your Access Information, You:

- a) Must not share your Access Information with anyone, or do anything that may compromise the safety of your Account.



- b) In case you know of or have any reasonable suspicion of any violation of the safety of your Account, included, among others, the loss, theft or non-authorized disclosure of your Access Information, you must immediately inform TOROGAMES and modify it.

2.4 Terms and Conditions of the Account

In addition to what was previously indicated regarding the safety of your Access Information, the use of your Account is subject to the following regulations:

- a) You must not create any Accounts if you do not have legal capacity or you do not have authorization from a father, mother or legal tutor to do so.
- b) You must not have more than one Account at any given time, and you must not create an Account using a false identity or information, or in the name of anyone except yourself.
- c) You must not create a new Account or use the Service through any other means if your Account has been cancelled by TOROGAMES.
- d) You must not use your Account to carry out conducts that may, in any way, infringe the current legislation.

2.5 Property of the Account

Creating an Account does not mean that the User is the holder of said Account. The user states and accepts that the Account, as well as all the elements of said Account is exclusive property of TOROGAMES.

2.6 Suspension and Cancelation of the Account



TOROGAMES reserves its right to suspend any account which has remained inactive for a period of 90 days. The suspension of the Account may entail not being able to access said Account, the Service or a part of it.

The failure to fulfill the present Terms and Conditions or any other element of the Agreement by the User may also entail the suspension or even the cancellation of your Account. Notwithstanding any other resources, TOROGAMES reserves its right to limit, suspend or cancel the access to your Account, the Service or parts of it, with or without prior notice, if You do not comply with the present Terms and Conditions or if TOROGAMES reasonably suspects that you are not doing so.

Likewise, You may cancel your Account at any moment using the appropriate section of the user interface in the Site, or emailing from your registered address to info@torogames.es, which will be considered as nulling of the Agreement on your part.

3. Price and Payment of the Service

The use of the Site as well as the creation of the User Account which gives access to the Service, are free of charge. However, certain services (including the effective use of the games featured in the Site, as well as the license to use certain virtual objects) accessible through said services may be subject to the payment of an amount of virtual coins, which may be obtained free of charge following the instructions of the Site or purchased through microtransactions (via PayPal, credit card or the sending of overcharged text messages, which are billed and charged by the phone carrier).



The choice of one or any other microtransaction payment options will be made when visiting the Site Shop from your User session, and confirming the details of your transaction, which will be registered into your Account, and additionally on your carrier's paper bill. Any additional taxes or tax burdens resulting from the transaction will be the carrier's responsibility.

TOROGAMES can modify the established price for the services which are offered through the Site or Service at any moment, respecting the conditions previously accepted by each user.

You accept that TOROGAMES is not obligated to reimburse you for any reason, nor compensate you for the available services which were not used at the time of the cancellation of the Account, requested by yourself or ordered by TOROGAMES as a result of not fulfilling the Agreement.

Being understood that all the services available in the Site or Service are provided immediately after the purchase has been carried out, You understand that you lose your right to withdraw said purchase.

4. Virtual coins and items

TOROGAMES is the owner or has acquired the necessary licenses of the content featured in the Site and Service, among them the virtual coins and items which may be used. You admit to not having any right or ownership of said content, beyond the temporary license of use that TOROGAMES has granted you free of charge or onerous.

As a result, TOROGAMES prohibits and does not recognize any exchange of said content, including virtual coins and items, which has been carried out outside the Service and without its express authorization. The Account of



any User who has been detected carrying out said transactions will be immediately cancelled.

5. User content

“User Content” is understood to be any communication, image, sound and any other type of material, data or information, including chat messages, that You or any other User uploads or transmits through the TOROGAMES Service.

Regarding User Content, You concede to TOROGAMES a nonexclusive license, perpetual and irrevocable, global and completely free of royalties, which includes the right to sublicense it to third parties, and the right to exploit, duplicate, transform or communicate it publicly by any known means or yet to be developed. You understand and accept, in addition, that your User Content may remain in *backups* even after you have deleted it.

When uploading or transmitting any User Content while using the Service, You declare and guarantee that said upload or transmission: (a) is precise and non-confidential; (b) does not infringe any law, contractual restriction or third party rights, and that You have the permission of the third party whose information or intellectual property may be included in the User Content; (c) is free of virus, *adware*, *spyware*, worms or other malicious programs. In any case, TOROGAMES reserves its right to modify or delete any User Content that, to our complete discretion, supposes inappropriate content.



TOROGAMES does not take responsibility for the User Content, in the measure that not all the information uploaded or transmitted through the Service can be humanly supervised completely. However, to our complete discretion, our technology can control and/or record the interaction that You establish with the Service or other Users through said Service, so it is possible for our staff to control said Content. You irrevocably consent to be subject to said control and recording.

Contact

The website www.spritted.com is property of Toro Games S.L., Tax ID Number B-86694080. If you need to contact us, you can do so on the telephone number 902 35 45 25, through email on info@spritted.com or sending a letter to our offices in Oliva Street 18, 28231, Las Rozas de Madrid, Madrid, Spain.