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LAVENDER HYPER DRIVE TERMS OF USE

In this document we explain the terms of use for our LAVENDER HYPER DRIVE Website. The LAVENDER HYPER DRIVE Website may include access to virtual environments, games and other content, as well as downloadable software or applications for use on personal computers, tablets, mobile devices or phones. All users of the LAVENDER HYPER DRIVE Website (“Website Visitors”) are subject to the following terms and conditions of use (these “Terms of Use”).

Please read these Terms of Use carefully before accessing or using any part of this LAVENDER HYPER DRIVE Website. By accessing or using this LAVENDER HYPER DRIVE Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time by LAVENDER HYPER DRIVE. If you do not wish to agree to these Terms of Use, do not access or use any part of this LAVENDER HYPER DRIVE Website.

LAVENDER HYPER DRIVE may revise and update these Terms of Use at any and if we do so, we will notify you by posting the revised Terms of Use on the LAVENDER HYPER DRIVE Website. Your continued use of the LAVENDER HYPER DRIVE Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use or are dissatisfied with this LAVENDER HYPER DRIVE Website, your sole and exclusive remedy is to discontinue using this LAVENDER HYPER DRIVE Website.

AGE

By accessing the LAVENDER HYPER DRIVE Website, you attest that you are 16 years of age or older.

USE OF THIS GAME HUB

You agree to use the Site only for lawful purposes:

(a) Specifically you agree not to do any of the following: (1) upload to or transmit on the LAVENDER HYPER DRIVE Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the LAVENDER HYPER DRIVE Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit on the LAVENDER HYPER DRIVE Website any advertisements or solicitations of business; (6) restrict or inhibit use of the LAVENDER HYPER DRIVE Website by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the LAVENDER HYPER DRIVE Website or that you have a contractual obligation to keep confidential

(notwithstanding its availability on the LAVENDER HYPER DRIVE Website); (10) post "spam," transmit chain letters or engage in other similar activities; (11) solicit, provide or exchange any personal information, including but not limited to user names or passwords; (12) "stalk," "phish," abuse or harass another user, or attempt to do any of the foregoing; or (13) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the LAVENDER HYPER DRIVE Website, or which, as determined by LAVENDER HYPER DRIVE, may harm LAVENDER HYPER DRIVE or Website Visitors or expose them to liability. Without limiting any of the foregoing, you also agree to abide by any code of conduct and policies applicable to the LAVENDER HYPER DRIVE Website or any service available on the LAVENDER HYPER DRIVE Website.

(b) Any content and/or opinions uploaded, expressed or submitted to a message board, blog, chatroom or any other publicly available section of the LAVENDER HYPER DRIVE Website (including password-protected areas), and all articles and responses to questions, other than the content provided by LAVENDER HYPER DRIVE, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of LAVENDER HYPER DRIVE. You understand and acknowledge that you are responsible for whatever content you submit, and you, not LAVENDER HYPER DRIVE, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the LAVENDER HYPER DRIVE Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the LAVENDER HYPER DRIVE Website. You grant to LAVENDER HYPER DRIVE the royalty-free, irrevocable, perpetual, transferable and world-wide right and license to use all content you upload or otherwise transmit to the LAVENDER HYPER DRIVE Website in any reasonable manner LAVENDER HYPER DRIVE chooses, including, but not limited, to copying, displaying, performing or publishing it in any format or media whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

(c) Except as expressly authorized by LAVENDER HYPER DRIVE in writing, you may not reproduce, sublicense, distribute, sell or exploit for any commercial purposes (i) any part of this LAVENDER HYPER DRIVE Website or its content, (ii) access to this LAVENDER HYPER DRIVE Website or (iii) use of this LAVENDER HYPER DRIVE Website or of any services or materials available through this LAVENDER HYPER DRIVE Website, including, without limitation, by leasing access to the LAVENDER HYPER DRIVE Website (e.g., at a cyber café), gathering and selling virtual items, codes, pre-paid game cards, or virtual currency through the LAVENDER HYPER DRIVE Website, or otherwise.

(d) LAVENDER HYPER DRIVE reserves the right, but does not assume any responsibility, to (1) remove any material posted on the LAVENDER HYPER DRIVE Website which LAVENDER HYPER DRIVE, in its sole discretion, deems inconsistent with the foregoing commitments (including any material that LAVENDER HYPER DRIVE has reason to believe constitutes, or for which LAVENDER HYPER DRIVE has received notice of its constituting, a copyright infringement; or if the material is in breach with the applicable data protection laws and regulations); (2) monitor and/or record communications between and among Website Visitors for as far as allowed under the applicable law; and (3) terminate any user's access to all or part of the LAVENDER HYPER DRIVE Website. However, LAVENDER HYPER DRIVE can neither review all material or communication before it is posted on the LAVENDER HYPER DRIVE Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, LAVENDER HYPER DRIVE assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. LAVENDER HYPER DRIVE reserves the right to take any action it deems necessary to protect the personal safety of

Website Visitors and the public; however, LAVENDER HYPER DRIVE has no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

(e) Your failure to comply with the provisions of (a), (b) or (c) above may result in the termination of your access to the LAVENDER HYPER DRIVE Website and may expose you to civil and/or criminal liability.

USE ON YOUR DEVICE

Please note that if you are using downloadable applications from LAVENDER HYPER DRIVE, updates to your device's systems or firmware may render your use of the applications incompatible. LAVENDER HYPER DRIVE does not warrant that the LAVENDER HYPER DRIVE Website or any LAVENDER HYPER DRIVE applications will be compatible with any updates to, or prior versions of, your devices. LAVENDER HYPER DRIVE may, but is not obligated to, provide you with updates to the LAVENDER HYPER DRIVE Website or applications that improve compatibility with updated mobile devices.

DATA CHARGES

To the extent that your use of the LAVENDER HYPER DRIVE Website or any LAVENDER HYPER DRIVE application requires, or permits utilization of, wireless, cellular data, or internet access, you are independently responsible for securing the necessary data access service. For example, with respect to your mobile devices, the provider of your data plans may charge you data access fees in connection with your use of the LAVENDER HYPER DRIVE Website or LAVENDER HYPER DRIVE applications. You are solely responsible for all such charges payable to third parties.

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ACCESS AND INTERFERENCE

You agree that you will not (a) use any robot, spider or other automatic device, process or means to access the LAVENDER HYPER DRIVE Website, (b) use any manual process to monitor or copy any of the material on this LAVENDER HYPER DRIVE Website or for any other unauthorized purpose without the prior written consent of LAVENDER HYPER DRIVE, (c) use any device, software or routine that interferes with the proper working of the LAVENDER HYPER DRIVE Website, (d) attempt to interfere with the proper working of the LAVENDER HYPER DRIVE Website, (e) take any action that imposes an unreasonable or disproportionately large load on LAVENDER HYPER DRIVE's infrastructure, or (f) access, reload or "refresh" transactional pages, or make any other request to transactional servers, more than once during any three (3) second interval.

LIABILITY AND ITS LICENSORS

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Indemnification

You agree to indemnify and hold harmless LAVENDER HYPER DRIVE and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, third party information providers, licensors, licensees, distributors, contractors and others involved in the LAVENDER HYPER DRIVE Website or the delivery of products, services or information over the LAVENDER HYPER DRIVE Website, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of these Terms of Use or your use of the LAVENDER HYPER DRIVE Website or any products, services or information obtained from the LAVENDER HYPER DRIVE Website.

Comments and submissions

LAVENDER HYPER DRIVE welcomes your comments. All comments, suggestions or other information sent by you to LAVENDER HYPER DRIVE or its advertisers or business partners in response to solicitations on this LAVENDER HYPER DRIVE Website will become LAVENDER HYPER DRIVE's property and you agree that all intellectual property rights therein are herewith transferred in

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