

Color Challenge Mobile Application Terms of Service

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ARBITRATION NOTICE: FOR U.S AND CANADIAN USERS, UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE "ARBITRATION" SECTION BELOW, AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION" SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND M3G WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Welcome to the Color Challenge mobile application, which is offered M3 Games, Inc ("M3G", "our" or "we"). Please read these Terms of Service (the "Terms") and our Privacy Policy www.colorchallenge.app/legal carefully because they govern your use of our website located at www.colorchallenge.app (the "Site") and of our adult coloring contest app, which are accessible via our Site and our mobile device application ("App"). To make these Terms easier to read, the Site and App are collectively called the "App."

Agreement to Terms and Privacy Policy

Please read these Terms of Service and our Privacy Policy www.colorchallenge.app/legal before using the App. By using our App, you agree to be bound by these Terms and the Privacy Policy. If you don't agree to be bound by these Terms or Privacy Policy, do not use the App.

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the App is subject to our Privacy Policy.

Changes to Terms or App

We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time by posting the amended Terms, on our sites or within the App (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging through the App, of any material changes. Unless we state otherwise, changes are effective when posted. If you continue to use the App after the changes are posted, you are agreeing that the changes apply to your continued use of the App. If you don't agree to be bound by the modified Terms, then you may

not use the App anymore. Because our App is evolving over time we may change or discontinue all or any part of the App, at any time and without notice, at our sole discretion.

Eligibility to Use the App

You may use the App only if you are 13 years of age or older (or 16 years or older, if you are located in the European Economic Area (the "EEA"), in which case you must not create an Account, or use the App, or submit any personal information to the App or to M3G (for example, your name, address, telephone number, or email address). Use of the App request that you are not otherwise barred from using the App under applicable law.

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

Registration and Your Information

If you want to use the App, you'll have to create an account ("Account"). You may do this through your account with certain third-party social networking services such as Facebook (each, an "SNS Account"). If you choose the SNS Account option, we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

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.

Feedback

We welcome feedback, comments and suggestions for improvements to the App ("Feedback"). You can submit Feedback at <https://www.colorchallenge.app>. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Content and Content Rights

For purposes of these Terms: (i) "Content" means text, graphics, patterns, images, software, photographs, drawings, paintings, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the App; and (ii)

“User Content” means any Content that App Users (including you) provide to be made available through the App.

Content Ownership, Responsibility and Removal

M3G does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, M3G and its licensors exclusively own all right, title and interest in and to the App and Content, including all associated intellectual property rights. You acknowledge that the App and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App or Content, including User Content from other Users. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the App.

Rights in User Content Granted by You

By making any User Content available through App you hereby grant to M3G and other App users a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the App and Content to you and to other users, including without limitation, allowing other App Users to color your User Content using the App (“Recolored User Content”) and to distribute, reproduce and publicly perform the Recolored User Content.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the App, nor any use of your User Content by M3G or other App users on or through the App will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

By using the App, you may be exposed to certain Content from other App users that could be offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any Content in connection with the App. You may notify M3G of any User Content that you believe violates these Terms by emailing M3G at www.colorchallenge.app

Rights in Content Granted by M3G

Subject to your compliance with these Terms, M3G grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the App and solely for your personal and non-commercial

purposes, including, without limitation, to allow you to create colored pictures, photos, patterns, paintings or drawings via the App and share them with other users or other third parties.

Rights and Terms for Apps

Rights in App Granted by M3G

Subject to your compliance with these Terms, M3G grants you a limited non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App on a mobile device that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. M3G reserves all rights in and to the App not expressly granted to you under these Terms.

General Prohibitions and M3G's Enforcement Rights

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the App or any individual element within the App, M3G's name, any M3G trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without M3G's express written consent;
- Access, tamper with, or use non-public areas of the App, M3G's computer systems, or the technical delivery systems of M3G's providers;
- Attempt to probe, scan or test the vulnerability of any M3G system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by M3G or any of M3G's providers or any other third party (including another user) to protect the App or Content;
- Attempt to access or search the Site or Content or download Content from the App through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots,

crawlers, data mining tools or the like) other than the software and/or search agents provided by M3G or other generally available third-party web browsers;

- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation to App users;
- Use any meta tags or other hidden text or metadata utilizing a M3G trademark, logo URL or product name without M3G's express written consent;
- Use the App or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the App or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing M3G;
- Collect or store any personally identifiable information from the App from other users of the App without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the App or Content or to review or edit any Content, we have the right to do so for the purpose of operating the App, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the App. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

DMCA/Copyright Policy

M3G respects the intellectual property rights of others and we prohibit Users from uploading, posting or otherwise transmitting on the App any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement as described below, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers in accordance with the Digital Millennium Copyright Act.

A. Notification of Alleged Copyright Infringement

If you believe that your own copyrighted work is accessible on the M3G App in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the

Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains substantially the following information:

1. Provide a physical or electronic signature of the copyright owner, or of a person authorized to act on behalf of the copyright owner, who is allegedly infringed.
2. Identify in sufficient detail the copyrighted work or intellectual property that you claim is infringed so that we can locate the material. If multiple copyrighted works at a single online site are covered by your Notification, you may provide a representative list of such works on the App.
3. Identify the material appearing in the App that you claim is infringing on your copyright. You must provide us with reasonably sufficient information to locate the alleged infringing material.
4. Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
5. Include a statement by you that the information contained in your notification is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
6. Include information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an e-mail address at which you may be contacted.

You may send your Notification of Alleged Copyright Infringement to our Designated Agent by fax, mail, or E-Mail as set forth below (for faster response please send notifications via e-mail):

Designated Copyright Agent
Philip A. Nicolosi
InternetLegalAttorney.com
6735 Vistagreen Way, Suite 200
Rockford, IL 61107
Phone: (815) 314-0022
Email: dmca@philnicolasilaw.com.

Please note that you may be liable for damages, including court costs and attorney's fees, if you materially misrepresent that content on our App is copyright infringing. Filing a false claim constitutes perjury.

Upon receiving a proper Notification of Alleged Copyright Infringement as described in this Section A, we will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below in Section B by which the alleged infringer may respond to your claim and request that we restore this material.

B. Counter Notification

If you believe your own copyrighted material has been removed from our App as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found.
3. A statement that you will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.
4. Your name, address and telephone number.
5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
6. Your physical or electronic signature.

You may send your Counter Notification to our Designated Agent by fax, mail, or E-Mail as set forth below (for fastest response please send by e-mail):

Designated Copyright Agent
Philip A. Nicolosi
InternetLegalAttorney.com
6735 Vistagreen Way, Suite 200
Rockford, IL 61107
Phone: (815) 314-0022
Email: dmca@philnicolosilaw.com.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false claim constitutes perjury.

If you send us a valid, written Counter Notification meeting the requirements described above, we will provide the party who filed the original Notification of Alleged Copyright Infringement with a copy of the Counter Notification and inform the party that the removed material will be restored after 10 business days but no later than 14 business days from the date we receive your Counter Notification, unless our Designated Agent first receives notice from the party who filed the original Notification of Alleged Copyright Infringement informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

C. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, M3G has adopted a policy of terminating, in appropriate circumstances and at M3G's sole discretion, Users who are deemed to be repeat infringers. M3G may also at its sole discretion limit access to the App and/or terminate the Account of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Links to Third Party Websites or Resources

The App 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.

Termination

We may terminate your access to and use of the App, at our sole discretion, at any time and without notice to you. You may cancel your Account or access to the App at any time by deleting the App or accessing your SNS Account and deleting the App from your SNS Account's settings. Upon any termination, discontinuation or cancellation of App 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.

Warranty Disclaimers

THE APP 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 OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the App 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.

Indemnity

You will indemnify and hold harmless M3G and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the App or Content, (ii) your User Content, or (iii) your violation of these Terms.

Limitation of Liability

NEITHER M3G NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT 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 M3G HAS 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. IN NO EVENT WILL M3G'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO M3G FOR USE OF THE SERVICES OR CONTENT OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO M3G, AS APPLICABLE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN M3G AND YOU.

Fees

You agree to pay all fees and applicable taxes incurred by you or anyone making purchases through the App. M3 Games Inc may revise the pricing for the goods and services offered to you through the App at any time. YOU ACKNOWLEDGE THAT M3 Games Inc 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 YOU CLOSE YOUR ACCOUNT OR WHEN YOU CEASE TO USE THE APP.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of Washington without regard to its conflict of laws provisions.

Agreement to Arbitrate

You and M3G agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the App or Content (collectively, " Disputes") will be settled by binding arbitration, except that each party retains the right: to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause, an " IP Protection Action"). Without limiting the preceding sentence, you will also

have the right to litigate any other Dispute if you provide M3G with written notice of your desire to do so by inform M3G at www.colorchallenge.app within thirty (30) days following the date you first agree to these Terms (such notice, an " Arbitration Opt-out Notice"). If you don't provide M3G with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide M3G with an Arbitration Opt-out Notice, will be in King County Superior Court and the Federal District Court for the Western District of Washington located in Washington State and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide M3G with an Arbitration Opt-out Notice, you acknowledge and agree that you and M3G are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and M3G otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration and a separate Demand for Arbitration for California residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and M3G otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of the documents that you and M3G submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$25,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. M3G will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, M3G will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the "Modification" section above, if M3G changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice at www.colorchallenge.app within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of M3G's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and M3G in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms constitute the entire and exclusive understanding and agreement between M3G and you regarding the App and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between M3G and you regarding the App and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Arbitration" section above or by court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), 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 M3G's prior written consent. Any attempt by

you to assign or transfer these Terms, without such consent, will be null. M3G 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 M3G under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the App. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

M3G's 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 a duly authorized representative of M3G. 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.

Contact Information

If you have any questions about these Terms or the App, please contact M3 Games Inc. at www.colorchallenge.app

BUSINESS INFORMATION:

M3 Games Inc.
P.O. Box 3384
Bellevue, WA 98009

