

TERMS OF SERVICE

Welcome to the MiniMania App website. Below are the Terms of Service that will govern the use of this website. Please note that this English version is only a translation, and the official and legally binding version is in [Portuguese \(pt-BR\)](#).

1. ACCESS TO THE APPLICATION

1.1 The website and applications (“Application”) MiniMania App are owned by SolarWish Games (hereinafter referred to as “SolarWish” or “us”), allows you (“user”) to access and use the MiniMania App Application, located [minimania.app](#) or any extension thereof, always subject to compliance with these Terms of Service, as well as the Privacy Policy and Code of Conduct.

1.2 These Terms of Service are applicable to the products and services that you can access or purchase through the Application and may be supplemented by “Specific Conditions”, depending on the products and services offered by SolarWish Games or third parties in the application. In the event of a conflict between these Terms of Service and the Specific Conditions, the Specific Conditions will prevail in the conflicting part.

1.3 To use the many features of the Application, you must register as an Authorized User on the Application, provide complete and accurate registration information about yourself, and ensure that your registration information is truthful. It is your responsibility to inform us of any changes to your registration information by sending an email to suporte@solarwishgames.com.

1.4 You must be 13 years of age or older to use the Application. By registering on the Application, you represent and warrant to SolarWish Games that you are 13 years of age or older.

1.5 You are responsible for the security and proper use of all your Usernames and passwords connecting to the Application, and you must take all necessary measures to ensure that they are kept confidential, secure and not disclosed to unauthorized persons. You are responsible for all activities that occur under your password and account. You must inform us immediately if there is any reason to believe that your password has been used by an unauthorized person.

1.6 If you forget or lose your password or username, you must contact us and complete the security checks. SolarWish Games reserves the right to suspend username and password access to the Application if it considers there has been a security breach. SolarWish Games reserves the right to require you to change any and all passwords used by you in connection with the Application.

1.7 You agree not to use another User's Username and password to access the Application, with or without their permission.

1.8 We have the exclusive right to approve and reject any User name or password you may choose. We retain all rights, title and interest in your Username and password.

1.9 Use of the Application does not include the provision of computers, telecommunications equipment, Internet services, or any other equipment or service. To use the Application you will need to provide your own internet connection and appropriate telecommunications links. We are not responsible for any telephone or other costs you may incur to connect or use the Application.

1.10 All materials in the Application (excluding User Materials), including without limitation text, sounds, images, graphics, photos, design, applications, software and all other content displayed or contained in the Application ("Content") are the exclusive property of SolarWish Games or companies licensing the material to SolarWish Games, unless otherwise noted. SolarWish Games trademarks, trade names, logos, designs and other marks, including without limitation the MiniMania App brand and logo and the Application, are the property of SolarWish Games and may not be used without prior written approval .

1.11 We do not tolerate or encourage infringements of our intellectual property and we reserve the right to take action against anyone who violates our rights.

1.12 As long as you are eligible to use the Application and comply with these Terms of Service, we grant you a limited, revocable license to access and use the Content through the Application. You must not register as an Authorized User unless you are an individual. The Application is for your personal, non-commercial use only, and you agree to use the Application in accordance with the Terms of Service and applicable law. This license is revocable at any time and without the need to provide prior notice.

1.13 You may not modify, copy, distribute, transmit, reproduce, publish, license, create derivative works, link, download, extract information, transfer or otherwise use or exploit the Application. All intellectual property rights of SolarWish Games and those of persons providing content to the Application are completely reserved.

1.14 You may not attempt to gain unauthorized access to SolarWish Games' computer systems or database records.

1.15 We may from time to time implement age verification tools that will help us locate Users below the permitted age range. You agree not to avoid such tools.

1.16 You agree to use the MiniMania App only in the Application and not through any other applications. You further agree not to create or provide any other means by which others may use the MiniMania App. You may not reverse engineer, decompile, or disassemble, adapt or otherwise modify the software comprising the Application or its Contents or any Software provided on the Application.

1.17 Avatar names must meet the appropriateness standards set forth by SolarWish Games. We reserve the right, at our sole discretion, to change avatar names that are deemed inappropriate, offensive, or otherwise in violation of these Terms of Service or the Code of Conduct, to an appropriate name chosen by our staff. In severe or repeated cases, we may suspend or permanently ban the user's account as set forth in Section 13.2, without refund of any amounts paid.

2. USE OF THE APPLICATION

2.1 The Application contains chat rooms to allow you to chat with other Users, as well as message boards and home pages on which you can submit messages and material for publication. You agree to use these features of the Application only to post, send and receive messages considered appropriate and non-offensive. You are solely responsible for the information, research, results, photographs, messages or other materials that you post or otherwise provide on the Application ("User Materials") and the consequences of posting your User Materials on the Application. In particular, but without implying limitation, you agree that while using the features of the Application, you will not:

2.1.1 Use these features of the Application in connection with surveys, contests, pyramid schemes, chain letters, or distribute unsolicited email to third parties for commercial use;

2.1.2 Defame, abuse, harass, attack, threaten, make racial, ethnic or otherwise objectionable comments, or otherwise violate the safety and/or legal rights (such as rights of privacy and publicity) of others;

2.1.3 Publish, post, upload, distribute or disseminate any material or information that: (i) is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful in topic, name, material or information (including, without implying limitation, pornography, depiction of acts of violence and sexual acts, and material and information that may perpetuate hatred against any person or group or that may cause harm or offense); (ii) is a false statement about a person or their property or business that is presented out of malice and may cause financial harm to that person; (iii) is misleading or deceptive; (iv) is a breach of confidentiality or an invasion of a person's right to privacy; (v) may cause SolarWish Games to violate, or involve us in violating, a law, code or instrument that regulates our conduct; or (l) in any way infringes the rights of any person;

2.1.4 Upload files that contain software or other materials that infringe any intellectual property rights, including trademark rights and copyrights (or rights of

privacy or publicity) unless you control such rights or have received all the necessary consents;

2.1.5 Upload or transmit files that contain or disseminate viruses, worms, time bombs, corrupted files, or any other corrupted software that may damage the Application, its Content, or the operation of another person's computer or property person;

2.1.6 Advertise, promote or offer for sale or purchase any products or services for any commercial purpose;

2.1.7 Download any file posted by another User from a home page, chat room or message board that you know cannot be distributed;

2.1.8 Falsify or alter any author attributions, proprietary designations or labels of the origin or source of software contained in a file that is uploaded;

2.1.9 Restrict or inhibit the use of any other User of the homepages, chat rooms and message boards;

2.1.10 Violate any code of conduct or other Application guidelines;

2.1.11 Collect or otherwise obtain personal information about other individuals, to send unsolicited emails or to exchange or post personal information about another individual;

2.1.12 Violate, or encourage others to violate, any laws or regulations or the legal rights of another individual;

2.1.13 Create a false identity (including stating a false age), or pretend to be any person or entity, to deceive others or for any other purpose;

2.1.14 Forge headers or otherwise manipulate identifiers in order to mask the origin of any material transmitted through the Application;

2.1.15 Use, download or otherwise copy, or provide to a person any directory of Users of the Application;

2.1.16 Refuse to follow the instructions of any SolarWish Games employee.

2.1.17 Using tools such as — but not limited to — VPNs, proxies, or similar methods to conduct transactions in the store or access region-restricted services is strictly prohibited and may result in account suspension or banishment.

2.2 SolarWish Games has no obligation to monitor information posted by Users on the Application. However, we reserve the right to review materials posted on home pages, chat rooms and message boards or any other interactive messaging service, and to remove any material without prior notice. SolarWish Games reserves the right to temporarily or permanently terminate your access to the homepages, chat rooms and message boards, and/or the Application at any time, in case of violation of these Terms of Service.

2.3 SolarWish Games reserves the right to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process or government request.

2.4 SolarWish Games does not control the content of messages, chat rooms or message boards, and disclaims any responsibility with respect to home pages, chat rooms and message boards and any action resulting from your participation or any other User on homepages, chat rooms and message boards.

2.5 Uploads and downloads of material from home pages, chat rooms and message boards may be subject to limitations on use, reproduction and/or dissemination.

2.6 You grant to SolarWish Games a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, transferable license, with the right to sublicense, edit, modify, remove, translate and transmit your User Materials, and to use, reproduce, transmit, publish or otherwise demonstrate the same worldwide in any form or format of media or technology, whether now known or developed in the future. You also grant other Users a non-exclusive license to access your User Materials through the Application and to reproduce and display your User Materials through the Application.

3. SOFTWARE LICENSE

3.1 SolarWish Games may make certain software ("Software") available, which you may download from the Application in order to improve your use of the Application, and you will be solely responsible for any damage to your computer system or loss of data that occurs. result from the download of any Software and materials. The Software contains proprietary and confidential information and is protected by applicable copyright and intellectual property laws, and may only be used subject to the terms of the end user license agreement that accompanies or is included with the Software ("License Agreement") and which also identifies the owner of the Software ("Owner").

3.2 You may not alter, copy, modify, reproduce, publish, disclose, transfer or create derivative works of the Software and You shall not (without limitation) transfer the Software to any other server or location for reproduction, redistribution, sale, leasing or rental, unless expressly permitted under the terms of the Applicable License Agreement.

3.3 SolarWish Games makes no representations, warranties or conditions with respect to the Software. You may rely only on the warranties provided by the Owner in the License Agreement.

4. SERVICES SUBJECT TO CHARGES

4.1 SolarWish Games offers advanced services ("Advanced Services") in the Application which are subject to additional fees. Advanced Services include, but are not limited to, providing "virtual furniture" to furnish your guest room, downloading icons and ringtones for cell phones.

4.2 The method of payment for Advanced Services will be determined by SolarWish Games, in its sole discretion, from time to time. SolarWish Games may offer MiniMoedas ("Gold") to MiniMania App Users that may be used to purchase Advanced Services. Coins will be deducted from the User's account for each purchase made.

4.3 If the User purchases physical products from SolarWish Games (buttons, t-shirts, stickers), they will be entitled to return them with a full refund (except for delivery charges) as long as the goods are returned at the User's expense within 7 (seven) days of delivery and in reasonable conditions of conservation and sale.

4.4 To the extent that the User purchases services from SolarWish Games through the Application, including, but without limitation, Coins and virtual furniture, the User, from the moment the services are made available, may only cancel the contract in accordance with these Terms of Service, with no right to refund for Coins, virtual furniture and services purchased.

4.5 For the purpose of purchasing any Advanced Service by Credit Card or SMS, Users under the age of 18 must obtain approval from a parent or guardian and must meet all validity and enforceability requirements in the Federative Republic of Brazil to do so. Users under 16 must ask a parent or guardian for approval and assistance when purchasing Advanced Services, if the chosen payment method is Credit Card or PIX (Brazil only). SolarWish Games may request the User to provide certain information for the specific purpose of confirming the validity of any purchase of Advanced Services.

5. EXCLUSIONS

5.1 All content of the Application (including User Materials) is provided for your personal information only. SolarWish Games is not responsible for any information posted on homepages, chat rooms or message boards. SolarWish does not guarantee that the Content is accurate, complete or current.

5.2 SolarWish Games does not guarantee that the Application or Content will be available, uninterrupted or error-free and that the server on which they are hosted is free of viruses. You agree that SolarWish Games will not be responsible for loss or damage to your computer, data or telecommunications systems as a result of your use of the Application.

6. EXCLUSIONS OF LIMITATION OF LIABILITY

6.1 To the extent permitted by law, SolarWish Games is not responsible for damages that you may suffer as a result of: (a) the Content in the Application (including User

Materials) or third party applications associated with the Application, including any errors , omissions or inaccuracies in said Content; (b) third-party products or services that you may purchase from the Application; © of any Content posted on the Application (including User Materials) under your User name and password; (d) the deletion of or failure to store or transmit any content on the Application (including your User Materials); (e) from personal injury or property damage arising from your use of the Application; (f) unauthorized access to your personal information stored in its database; (g) from faults or viruses that a third party may transmit to your personal computer as a result of your use of the Application; (h) any interruptions to the Application; or (i) any activity of any person using the Application without authorization.

6.2 You agree that all exclusions and limitations in Clause 6.1 are comprehensive and apply to all damages, losses, claims, costs, expenses and causes of action of any kind.

7. COMPENSATION

You agree to indemnify and hold harmless SolarWish Games, licensors, assigns and commercial licensees (collectively the "Indemnified Parties") against any and all losses, damages, costs and expenses, including fully indemnifying all costs incurred in court, with defense and settlements and any fines or penalties imposed by any regulatory, advertising or commercial authority or body, in connection with or arising out of: (a) any breach by you of these Terms of Service, (b) any use or alleged use of the Application under your password or other unique identifier, whether or not authorized by you, © your use of the Application, and (d) your violation of any law or the rights of any Indemnifying Party or any third party. The Indemnified Parties reserve the right to assume and delegate the defense of any claims, demands and actions arising from the subject matter of these Terms of Service and you agree to cooperate with the Indemnified Parties' defense.

8. WARRANTY

You and/or your legal guardian warrant(s) that: (a) You have the necessary right, power and authorization to enter into these Terms of Service and to comply with your obligations hereunder and that you meet the age requirements for use of the Application ; (b) you are the owner of your User Materials or have the necessary right from the legal owner of your User Materials to post them on the Application; © your User Materials comply with Clause 2; (d) you will pay any fees, royalties and other amounts owed to third parties (including collection companies) for your User Materials; and (e) you have the necessary right, authority and power (and where necessary consent) to make any purchase from the Application.

9. THIRD PARTIES

9.1 The Application may also include access to products and services from independent third parties, either directly or via links to websites operated by third parties, which SolarWish Games does not endorse or over which SolarWish Games has no control. SolarWish Games **SHALL NOT BE A PARTY TO, NOR SHALL BE DEEMED RESPONSIBLE FOR, ANY TRANSACTION RELATING TO THE PRODUCTS OR SERVICES MADE AVAILABLE BY SUCH THIRD PARTY OR ANY CONTENT OR INFORMATION PRESENTED IN CONNECTION WITH SUCH PRODUCTS OR SERVICES OR THE AVAILABILITY OF SITES OPERATED BY THIRD PARTIES.**

9.2 Links to other applications may send cookies or request personal information about you. Because we have no control over these applications, you agree that we have no liability for such actions.

10. NEW USER ACQUISITION, REMARKETING AND CAMPAIGN TRACKING

New User Acquisition for Mobile Apps: To acquire new users, we create ads (banners/videos) for the MiniMania App and provide our ads to third-party user acquisition companies who display our ads in their apps or on their websites. If you click on the banner/video shown to you on a third-party app or third-party website, you will be redirected to the app stores (Google or Apple) where you can install the MiniMania App. The information that you clicked/viewed the ad (campaign information) will be sent by the user acquisition companies to an attribution platform provider and will be passed on by them to the app store. If you install the MiniMania App, campaign information will also be passed from the app store to us and will be processed to measure the effectiveness of our ads. When you start playing MiniMania App, we collect and share your device identifier, your IP address and other online identifiers and post-install events (such as account registration, login, tutorial completion, level up, in-game purchases) through from the attribution platforms SDK or directly with user acquisition companies, which helps them optimize their services.

11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that SolarWish Games may establish general practices and limits regarding use of the Application, including, without limitation, hours of operation, the maximum number of days of messages or other Content, the maximum space of any message that may be sent to or received by an account on the Application, the maximum disk space that will be allocated by SolarWish Games' servers on your behalf, and the maximum number of times for which you may access the Application.

12. PRIVACY

Any personal information you provide about yourself to SolarWish Games will only be used in accordance with our Privacy Policy. By submitting personal information to SolarWish Games, you consent to the disclosure of such personal information for the purposes for which you submitted the information in accordance with our privacy policy. If you do not agree with our privacy policy, please do not submit any personal information. Please be aware that the Privacy Policy does not apply to applications or other content or material operated or provided by third parties.

13. TERMINATION AND SUSPENSION

13.1 You may terminate your access to the Application at any time for any reason, without penalty, by sending an email to SolarWish Games. If you have paid to access any of the Application services (including any Advanced Services) that are subject to a minimum term in the specific terms of service, you will have access to the Application until the end of that term, subject to our right to terminate these Terms of Service. Service under Clause 12.2, however, we will not refund to you the fees (or any part thereof) that we have already charged and these Terms of Service will apply to those services until the end of their term.

13.2 We may terminate these Terms of Service or suspend your account at any time with or without notice to you if: (a) you breach these Terms of Service; (b) you have not accessed your account for 6 months; or © if the Application is to be disconnected or incorporated into other services. You will not be entitled to a refund of fees under these circumstances.

13.3 You agree that you have a maximum period of 6 months to contact us on topics related to the banning of your MiniMania App account. After this period, no requests will be attended to.

14. CONSEQUENCES OF TERMINATION

14.1 Upon termination of these Terms of Service under Clause 13.1 or 12.3 respectively, we may delete your account (including your registration information, any remaining MiniMania App Credits and other MiniMania App products you may have). Therefore, your registered name will be free so that another user can use it without the right to claim it later.

15. MODIFICATION OR CANCELLATION OF THE APPLICATION

15.1 We may modify, suspend or discontinue the Application (or any part thereof) at any time for any reason at our sole discretion.

15.2 If we believe that a change to the Application will benefit you or have a neutral impact on you, we may make the change without informing you.

15.3 In the event that we understand that a change to the Application under Clause 14.1 will have a detrimental impact on you, we will send you appropriate notice by email and you may exercise your right under Clause 13.1 to terminate these Terms of Service.

16. CHANGES TO THESE TERMS OF SERVICE

16.1 SolarWish Games may change these Terms of Service, including increasing the price of Advanced Services, at any time at our sole discretion. Your use of the Application following such change will constitute your agreement to be bound by the modified Terms of Service.

16.2 If we believe that a change to these Terms of Service in accordance with Clause 15.1 will benefit you or have a neutral impact on you, we may make the change without informing you.

16.3 In the event that we understand that a change to these Terms of Service in accordance with Clause 15.1 will have a material adverse impact on you, we will send you appropriate notice by email and you will be able to exercise your right under Clause 13.1 to terminate these Terms of Service.

16.4 We recommend that you regularly review the most up-to-date version of these Terms of Service.

17. COMPETITIONS AND CONTESTS

From time to time, we will run competitions, contests, games and promotions on the App. These will be subject to additional terms, conditions and rules that will be made available at the time of the competitions. By participating in such competitions, you agree to comply with and be bound by such additional terms, conditions and rules.

18. COPYRIGHT POLICY

We reserve the right to terminate a User's access to the Application if we are informed that such User's activities infringe the intellectual property rights of SolarWish Games, our licensors or a third party, and to terminate such User's account if we are notified on more than one occasion. If you believe that your work (or the work of a third party who has authorized you to act) has been copied in any way that constitutes copyright infringement, please file a copyright infringement notification with us by sending a communication by email which must include the following information, in the order established from (i) to (x) below: (i) statement that you have identified material in the Application that infringes your copyright (or the work of a third party who has authorized you to act on your behalf); (ii) a description

of the work that you claim has been infringed, which must include the type of work and any other relevant details (such as title and date of publication); (iii) the country or countries to which your copyright applies; (iv) a description of the manner in which the copyrighted material was infringed; (v) a description of where the material that you claim is infringing is located on the Application (including the URL and/or screen); (vi) your address, telephone number and email so that we can contact you; (vii) the contact details you would like us to provide to the allegedly infringing User so that they can contact you directly to try to resolve the issue; (viii) a statement by you that you believe, in good faith, that use of the copyrighted work is not authorized by the copyright owner (or by a third party who is legally vested with the right to do so on the owner's behalf copyright) and is not otherwise permitted by law; (ix) a statement by you that the above information in the notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf, and (x) a physical or electronic signature (which may be a scanned copy) from the copyright owner. Having included all the information set out above, please send an email, with all attachments.

19. GENERAL

19.1 The failure of SolarWish Games to exercise or enforce any right or provision contained in these Terms of Service does not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and the remaining provisions of the Terms of Service shall remain in effect.

19.2 You may assign your rights contained in these Terms of Service if we consent to this.

19.3 You agree that we may, at any time, assign the rights, benefits and obligations contained in these Terms of Service to a third party and that the third party may assume our responsibilities and obligations under these Terms of Service. We will not notify you if this occurs.

19.4 The titles contained in these Terms of Service are for convenience only and will have no legal or contractual effect.

19.5 These Terms of Service comprise the entire agreement between you and SolarWish Games.