

Thinking Games - Terms of Use

Last modified: 6 August 2026

These Terms of Use ("**Terms of Use**") govern your use of any mobile application published by Thinking Games Inc., its affiliates and subsidiaries ("**Thinking Games**", "**we**", "**our**" or "**us**"), including all related websites, content, and services (the "**App**", the "**Website**", and collectively, the "**Services**").

BY DOWNLOADING, INSTALLING, OR USING THE APP OR ACCESSING THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH US AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THESE TERMS OF USE, TOGETHER WITH THINKING GAMES'S PRIVACY POLICY ("**Privacy Policy**") (the Terms of Use and the Privacy Policy shall be referred to collectively as the "**Terms**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms, please do not download, install, or use the App or access the Website.

1. **Background.** The Services provide personalized, free-to-play games.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective upon posting of the revised Terms on the Services, and your continued use of the Services thereafter means that you accept those changes. We recommend that you periodically review the Terms for any updates or changes.
3. **Ability to Accept Terms.** The Services are intended for individuals aged 13 and older. If you are between 13 and the age of majority in your jurisdiction, your parent or legal guardian must review and agree to these Terms and consent to your use of the Services. If the applicable minimum age in your jurisdiction is higher than 13, that higher age applies.
4. **Services Access.** For so long as these Terms are in effect, we hereby grant you permission to visit and use the Services provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Services without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Services; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Services; (v) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Services; (vi) use cheats, exploits, hacks, mods, or unauthorized tools to interfere with the Services or gameplay; (vii) intentionally exploit bugs or glitches; (viii) use bots, auto-clickers, or automation software to interact with the games; or (ix) attempt to manipulate or interfere with the AI personalization systems.
6. **Intellectual Property Rights.**
 - 6.1. Content and Marks. The (i) content on the Services, including without limitation, the text, documents, articles, brochures, descriptions, software, graphics, photos, sounds, videos, interactive features, games, game content, levels, puzzles, AI technology, algorithms, machine-learning models, personalization engines, game generation technology, and services (collectively, the "**Content**"), and (ii) the trademarks, service marks and logos contained therein ("**Marks**"), are owned by

Thinking Games Inc. and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and Thinking Games, Thinking Games owns all right, title and interest in and to the Services and the Content, including the games, game content, levels, puzzles, AI technology, algorithms, machine-learning models, personalization engines, and game generation technology made available through the Services. "Thinking Games", the Thinking Games logo, and other marks are Marks of Thinking Games or its affiliates. All other trademarks, service marks, and logos used on the Services are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Services and the Content.

- 6.2. Use of Content.** Content on the Website is provided to you solely for your personal use of the Services and may not be used, modified, copied, distributed, transmitted, broadcasted, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
- 6.3. Feedback.** You may choose to or we may invite you to submit comments or feedback about the Website, or other services ("**Feedback**"). You understand that your Feedback is gratuitous, unsolicited, and will not place Thinking Games under any fiduciary or other obligation. By submitting any Feedback to us or any third party, you represent and warrant that: (i) you have the right to disclose the Feedback; (ii) the Feedback does not violate the rights of any other person or entity; and (iii) your Feedback does not contain the confidential or proprietary information of any third party. By submitting any Feedback, to us or any third party, you further: (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development; (iii) expressly permit and grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback; and (iv) irrevocably waive, and cause to be waived, against Thinking Games any claims and assertions of any moral rights contained in such Feedback. This Feedback section will survive any termination of the Terms.

7. Gameplay Data and Advertisements.

- 7.1. Gameplay Data.** By using the Services, you generate gameplay data, including session recordings, in-game actions, behavioral patterns, theme variant selections, timing data, and all other data arising from gameplay ("Gameplay Data"). Gameplay Data is personal data when linked to your pseudonymous identifier. You grant Thinking Games a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, analyze, aggregate, create derivative works from, and process Gameplay Data for: (a) personalization and optimization; (b) A/B testing; (c) AI model training and development; (d) development of new games; and (e) any other lawful purpose. You acknowledge that Gameplay Data may be used also in aggregated or anonymized form. You have no ownership interest in any AI models, game designs, or products developed using Gameplay Data.
- 7.2. Advertisements.** The Services are free-to-play and ad-supported. Ads may be served by Thinking Games or third-party ad networks. Third-party ad networks may use software development kits ("**SDKs**") or similar technologies on your device to collect data for ad targeting and measurement, subject to your consent where required by applicable law. Any interaction with a third-party ad is between you and the advertiser, and Thinking Games is not liable.
- 7.3. Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Services is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in

or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Nothing on the Services constitutes professional, legal, financial, or other advice. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

8. Links.

- 8.1.** The Services may contain links to third party Websites that are not owned or controlled by Thinking Games ("**Third Party Website(s)**"). We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any Third Party Websites. You: (i) are solely responsible and liable for your use of and linking to, and any content that you may send or post to a Third Party Websites; and (ii) expressly release Thinking Games from any and all liability arising from your use of any Third Party Websites. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third Party Websites that you may choose to visit.
- 8.2.** Thinking Games permits you to link to the Services provided that: (i) you link to but do not replicate any page on the Services; (ii) the hyperlink text shall accurately describe the Content as it appears on the Services; (iii) you shall not misrepresent your relationship with Thinking Games or present any false information about Thinking Games and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior written consent; (iv) you shall not link from Third Party Website which prohibits linking to third parties; (v) such Third Party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; (vi) you, and your Website, comply with these Terms and applicable law; and (vii) you shall immediately remove any link to the Services upon our request.
- 9. Privacy.** By accessing and Using the Website you agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
- 10. Additional terms for Apple users.** If you have downloaded the App from the Apple, Inc. ("**Apple**") App Store or if you are using the Apps on an iOS device, you acknowledge that you have read, understood, and agreed to the following notice regarding Apple. These Terms are between you and Thinking Games only, not with Apple, and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession or use of the Services, including: (1) product liability claims; (2) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services or your possession and use of the Apps infringe that third party's intellectual property rights.

You agree to comply with any applicable third party terms, when using the Services. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been

designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Additional terms for Google users. By downloading the App from Google Play or one of its affiliates ("**Google**"), you specifically acknowledge and agree that: (a) to the extent of any conflict between (i) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and (ii) these Terms; the Google Play Terms shall apply with respect to your use of App that you downloaded from Google Play, and (b) you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Thinking Games or you (or any other player) under these Terms or the Google Play Terms.

12. Warranty Disclaimers.

12.1. This section applies whether or not the services provided under the Services are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein shall apply to the fullest extent permitted by law.

12.2. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THINKING GAMES HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THINKING GAMES DOES NOT GUARANTEE THAT THE SERVICES WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SERVICES MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT THINKING GAMES WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SERVICES BY A THIRD PARTY.

12.3. EXCEPT AS EXPRESSLY STATED IN OUR TERMS, THINKING GAMES DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE WEBSITE.

13. Limitation of Liability.

13.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THINKING GAMES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF THINKING GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, in which cases the exclusion of liability above shall apply to the fullest extent permitted by law.

13.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THINKING GAMES FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE WEBSITE EXCEED IN THE AGGREGATE ONE HUNDRED U.S. DOLLARS (\$100).

14. Indemnity. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Thinking Games and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims,

damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Services; or (ii) your violation of these Terms.

- 15. Term and Termination.** These Terms are effective until terminated by Thinking Games or you. Thinking Games, in its sole discretion, has the right to terminate these Terms or your access to the Services, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Thinking Games shall not be liable to you or any third party for termination of the Services, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services. Upon termination of these Terms, you shall cease all use of the Services. This Section 15 and Sections 6 (Intellectual Property Rights), 7 (Gameplay Data and Advertisements), 9 (Privacy), 12 (Warranty Disclaimers), 13 (Limitation of Liability), 14 (Indemnity), and 16 (Assignment) to 19 (General) shall survive termination of these Terms.
- 16. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Thinking Games without restriction or notification to you. Any prohibited assignment shall be null and void.
- 17. Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S., without regard to conflict of law principles thereof. You hereby consent to the exclusive application of this governing law. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York, New York.
- 18. Agreement to arbitrate/class action waiver.** Any claim or dispute arising out of or relating to these Terms or your use of or access to the Services will be resolved in accordance with this Section 18. Please read this section carefully, as it affects your rights and how disputes are resolved.
- 18.1. Informal Resolution.** Before initiating formal proceedings, you and Thinking Games agree to attempt to resolve any dispute through informal negotiation for sixty (60) days from the date a written notice of dispute is sent. The notice must include proof of your relationship with Thinking Games, the nature and legal basis of the dispute, and any individual monetary demand. During this period, the parties shall confer in writing – or, if requested by either party, via teleconference or videoconference – in a good faith effort to resolve the dispute. Counsel may participate if either party is represented. All communications made during this process are confidential and inadmissible in any subsequent proceeding, except that otherwise admissible or discoverable evidence retains that status. Applicable limitations periods are tolled during this 60-day period. Filing claims before completing this process may result in an award of fees in arbitration.
- 18.2. Binding Arbitration.** If the dispute is not resolved informally, it shall be resolved exclusively through final and binding arbitration. The governing arbitration law depends on your residence: (a) the Israeli Commercial Arbitration Law, 5784-2024 (or, if inapplicable, the Israeli Arbitration Law, 5728-1968) for Israeli residents; and (b) the US Federal Arbitration Act for all others.
- 18.3. Jury Trial Waiver.** To the extent permitted by applicable law, each party knowingly, voluntarily, and intentionally waives any right to a jury trial. Any claim not subject to arbitration shall be tried before a judge sitting without a jury.
- 18.4. Class Action Waiver.** Claims may be brought only on an individual basis, not as a plaintiff or class member in any class, representative, or private attorney general action. Unless Thinking Games agrees otherwise in writing, the arbitrator may not

consolidate claims and may award relief only to the individual claimant. If a court determines that this waiver is unenforceable as to a particular claim, that claim alone must be severed and resolved in court; all other claims remain in arbitration.

- 18.5. Arbitrator Authority.** The arbitrator shall have exclusive authority to resolve disputes regarding the interpretation, applicability, enforceability, or formation of this arbitration agreement, including whether a claim is arbitrable and disputes over fees. The arbitrator may grant any relief available under law or equity and may permit dispositive motions where likely to efficiently resolve or narrow the issues.
- 18.6. Location and Procedure.** Arbitration shall be held in Tel Aviv (for Israeli residents), or New York City (for all others), unless another location is mutually agreed. If the relief sought is \$10,000 or less, either party may elect arbitration by telephone or written submissions, subject to the arbitrator's discretion to require an in-person hearing. The arbitrator's award is final and binding and may be entered as a judgment in any court of competent jurisdiction.
- 18.7. Arbitration Administration.** For U.S. proceedings, arbitration will be conducted by the National Arbitration and Mediation ("**NAM**") under its applicable rules, as modified by this agreement. For Israeli proceedings, arbitration will be conducted by the Israeli Institute of Commercial Arbitration.
- 18.8. Fees and Costs.** If arbitration filing fees exceed the cost of filing a lawsuit, the arbitrator may require Thinking Games to pay the difference. You are responsible for your own attorneys' fees unless applicable rules or law provide otherwise. For non-frivolous claims not exceeding \$75,000 (individually or as consolidated), Thinking Games will pay remaining filing and arbitrator fees. For claims above \$75,000, fees and costs are governed by applicable arbitration rules.
- 18.9. Limitations Period.** To the extent permitted by applicable law, any claim must be filed within one (1) year from the date the cause of action arose. Claims not filed within this period are permanently barred.
- 18.10. Severability.** If any part of this arbitration agreement (other than the class action waiver) is found invalid or unenforceable, the remaining provisions remain in effect. If a particular remedy cannot be arbitrated, it may be sought in court, but adjudication of such remedies is stayed pending the outcome of arbitrable claims.
- 18.11. Exceptions.** Either party may bring an action in court to protect intellectual property rights (patents, copyrights, moral rights, trademarks, and trade secrets, excluding privacy or publicity rights). Either party may also elect to resolve disputes in small claims court within that court's jurisdiction and may seek a declaratory judgment regarding timeliness or small claims eligibility without waiving arbitration rights.
- 18.12. Opt-Out Right.** You may opt out of arbitration by sending written notice to Support@thinking.games within 30 days of your first use of the Services or the issuance of a materially changed clause, whichever is later. If you opt out, Thinking Games is likewise not bound to arbitrate. If you opt out of a revised clause, the prior clause continues to govern.
- 18.13. Changes to This Section.** Thinking Games will provide 30 days' notice of any material changes to this Section. If you continue using the Services after the 30-day notice period, any unfiled claims are subject to the revised clause.
- 19. General.** These Terms shall constitute the entire agreement between you and Thinking Games concerning the Website. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed applicable unless explicitly made in writing. and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or

provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. For questions about these Terms or the Services, contact Support@thinking.games.

Last updated: August 6, 2026