

TERMS OF SERVICE

Please read these Terms of Service and our [Privacy Policy](#) carefully before using Kava Services. Whenever you use the Services, you agree to be bound by all of the terms and conditions of these Terms of Service. If you don't agree to all the terms and conditions you must not use our Services.

References to "Kaneva", "Kava," "Us" or "We" means Kava LLC and Kava's Corporate Family including CasinoLife Poker, and CasinoLife.

Kava Inc. is located at 270 Carpenter Drive NE, Sandy Springs GA 30328, if you're in the United States. References to "Kava," "Us" or "We" mean Kava.

In all cases, "Kava," "Us," or "We" includes agents, consultants, employees, officers and directors.

1. DEFINITIONS

"Account" means an account you create when you access the Services.

"Community Rules" means the rules of conduct that govern your interaction with our Services and other players and can be found in these terms and conditions.

"Feature Terms" means any other rules related to specific services like platforms and APIs, applications for mobile devices, forums, contests, subscriptions or loyalty programs that We may publish which apply to your use of those specific services and state they are part of these Terms.

"Offers" means special programs, including offers, excursions, and special gifts, both digital and tactile, that Kava may offer from time to time to certain eligible players.

"Services" refers to products, games, services, content, Kava.world and/or the other domains provided by Kava.

"Terms of Service" or "Terms" means these terms of service.

"User Content" means all the data that you upload or transmit on or through the Service. This includes things like your profile picture or your in-game chat.

"Virtual Items" means (a) virtual currency, including but not limited to virtual coins, cash, tokens, or points, all for use in the Service and (b) virtual in-game items.

"Kava Corporate Family" refers to Kava's subsidiaries, parent companies, joint ventures and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers and directors.

"Kava Affiliates" refers to the Kava Corporate Family plus Kava's and the Kava Corporate Family's third-party content providers, distributors, licensees or licensors.

2. CHANGES TO THESE TERMS

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms, Community Rules, Feature Terms, and Privacy Policy at any time by posting the amended Terms, Community Rules, Feature Terms, or Privacy Policy on our sites or within the Service (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless We state otherwise, changes are effective when posted. If you continue to use the Services after the changes are posted you agree to the changes. New versions of the Terms, the Community Rules and the Privacy Policy and any other policies, codes or rules will be accessible at www.Kava.world or from within the Services.

If you have a dispute with Kava, the version of the Terms, the Community Rules, Feature Terms, and the Privacy Policy in effect at the time Kava received actual notice of the dispute will apply to such dispute. However, if you keep using the Service after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can't make changes to the Terms, Community Rules, Feature Terms, or Privacy Policy unless both you and Kava sign a written amendment.

If the Terms or the Privacy Policy have provisions that conflict with other Kava terms or policies, the provisions in these Terms and the Privacy Policy win.

3. ACCOUNT INFORMATION AND SECURITY

In order to use our Services, We may ask you to create an Account and select a password and/or provide Us with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Kava's [Privacy Policy](#). You agree to supply Kava with accurate, complete, and updated information, particularly your email address.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. You are solely responsible for any activity in your Account whether or not authorized by you, including purchases made using any payment instrument (for example, credit card, PayPal or social network or platform virtual currency).

Tell Us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password.

4. PRIVACY

Kava's [Privacy Policy](#) tells you how We collect and use information about you and your computer or mobile device, and how you can use the Services to share such information with others. You understand that through your use of our Services you acknowledge the collection, use and sharing of this information as described in Kava's [Privacy Policy](#). If you don't agree with the Privacy Policy, then you must stop using our Services.

We encourage you to read the Kava [Privacy Policy](#) carefully and use it to make informed decisions.

5. USING OUR SERVICES

Who can use our Service: We are excited to have you start playing our games, but there are some limits on who can use our Service.

You may **not** use our Service if:

- You cannot enter into a binding contract with Kava;
- **You are under 13 years of age**, in which case you must not create an Account, use any part of the Service except games with an age screen after accurately identifying your age, or submit personal information through the Service or to Kava (for example, name, address, telephone number, email address);
- You are not allowed to receive products, including services or software, from the United States, for example if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals;
- You are a convicted sex offender; or
- You have previously been banned from playing any Kava game or using any Kava Service.

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

Additional Important Rules and Terms:

If you use our Service, you must follow the Kava [Community Rules](#) and all other Feature Terms that may apply. These additional rules and terms apply in addition to these Terms and are important. Please read them. If you access the Service from a social network or download the Service from another platform, such as Apple or Google, you must also comply with its terms of service/use as well as these Terms.

Accessing our Service:

To access or play our games or create an account with Us, you may need an account with a social network, like Facebook, and, if you are using our mobile Service, an account with the company that provides your mobile applications, like an iTunes account. You may need to update third party software from time to time to receive the Service and play Kava's Games.

We provide the games. You provide the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, or for data or cellular usage to download and use the Service.

Service Changes and Limitations:

The Service is evolving and We may require that you accept updates to the Service as well as to the Terms, [Community Rules](#), and the Kava [Privacy Policy](#). From time to time we may make you update the game or your software to continue to use Our Services. We may perform these updates remotely including to Kava software residing on your computer or mobile device, without notifying you.

Kava reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or any part of it will be automatically terminated or suspended. If that happens, Kava is not required to provide refunds, benefits or other compensation to players in connection with discontinued elements of the Service or for virtual goods previously earned or purchased.

KAVA MAY, IN ITS SOLE DISCRETION LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR ANY PORTION OF IT AND PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT AND KAVA IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

Deleting your Account:

You may stop using the Service at any time and may request that We stop making active use of your data at any time by following the instructions in the [Privacy Policy](#). ***Unless the local law where you are located requires otherwise, We are not required to provide refunds, benefits or other compensation if you request deletion of your Account.***

6. OWNERSHIP; LIMITED LICENSE**Games and Service:**

The Service is comprised of works owned by Kava, and it is protected by copyright, trademark, trade dress, patent and other US and non-US intellectual property and other applicable laws, rules or regulations. Kava owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. These Terms do not grant you or any other party any right, title or interest in the Service or any content in the Service.

So long as you abide by these Terms and any other rules, including the Community Rules, Kava grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in these Terms, to access and use the Service using a Kava supported web browser or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

If you violate these Terms, or any of Our other terms that apply to you, We may take action against you, up to and including permanently suspending your account. In addition, you may be breaking the law, including violations of Kava’s intellectual property rights. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY KAVA GAME IS A VIOLATION OF KAVA POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

Your Account and Virtual Items:

Regardless of what anything else says in these Terms, the [Community Rules](#), or any other Feature Terms that apply to features you may choose to use, you do not own the Account that you create on Our Service, including in Our games, and your Account is not your property. This also applies to other stuff, like in-game currency or items, regardless of whether you “earned” those items in a game or “purchased” them. Your account and any related items are owned by Kava. Kava gives you a limited license to use your account and the related items while We offer the Services

WE MAY DELETE OR TERMINATE ACCOUNTS THAT ARE INACTIVE (*i.e.*, NOT LOGGED INTO) FOR 180 DAYS. IF YOU WANT US TO DELETE YOUR ACCOUNT, YOU CAN SEND AN EMAIL REQUEST TO support@kava.world.

You are not allowed to transfer Virtual Items outside of the Service (*i.e.*, in the “real world”), for example by selling, gifting, or trading them. We won’t recognize those transfers as legitimate. You are not allowed to sublicense, trade, sell or attempt to sell in-game Virtual Items for “real” money, or exchange Virtual Items for value of any kind outside of a game. Any such transfer or attempted transfer is prohibited and void, and We may terminate your Account because of it.

User Content:

If you transmit or upload User Content on the Service, you agree that it will be:

1. accurate;
2. not confidential;
3. not in violation of the law;
4. not in violation of contractual restrictions or other parties’ rights, and that you have permission from any other party whose personal or other information or intellectual property is contained within the User Content;
5. free of viruses, adware, spyware, worms or other malicious code;
6. in compliance with the Kava [Community Rules](#).

Your User Content will be processed by Kava in accordance with its [Privacy Policy](#). You own your User Content, but you give Kava a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, license to use your User Content and any modified and derivative works thereof in connection with the Service, including in marketing and promotions. To the extent allowed by applicable laws, you waive any moral rights you may have in any User Content (like the right to be identified as the author of the User Content or the right to object to a certain use of that User Content).

Kava’s license to your User Content ends when you request deletion of your User Content by submitting a request to support@kava.world, stating that you no longer want Kava to use your User Content, with the following exceptions

1. User Content submitted in response to Kava promotions (which will be subject to the terms of the promotion);
2. User Content either shared with others which they have not deleted or already used publicly as allowed under these Terms; and
3. User Content subject to a separate license with Kava (which will be subject to the terms of such license).

If you request deletion of your User Content we will take reasonable steps to remove your User Content from active use, which may include suppression of your User Content in our systems. However, User Content may persist in our systems, including back-up copies. We may also retain copies of User Content if we are legally required to do so.

When you post your observations and comments on the Service such as in forums, blogs and chat features, We cannot guarantee that other players will not use the ideas and information that you share. If you have an idea or information that you would like to keep confidential and/or don't want others to use, don't post it. **KAVA IS NOT RESPONSIBLE FOR ANY OTHER PERSON'S USE OR APPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.**

7. MONITORING USE OF SERVICE AND USER CONTENT

We have no obligation to monitor User Content and We are not responsible for monitoring the Service for inappropriate or illegal User Content or conduct by other players. That said, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content.

We may also, at our discretion, choose to monitor and/or record your interaction with the Service or your communications with Kava or other players (including without limitation chat text and voice communications) when you are using the Service.

We are not responsible for information, materials, products or services provided by other players (for instance, in their profiles). However, if someone is violating these Terms or misusing the Service, please let Us know by using a "Report Abuse" link provided in the Service or contact us at support@kava.world.

8. YOUR DEALINGS WITH OTHER PLAYERS

You are responsible for your interactions with other players. If you have a problem with another player, We are not required to get involved, but We can if We desire.

If you have a dispute with another player, you release Kava and its officers, directors, agents, subsidiaries, joint ventures, and employees, and all Kava Affiliates from responsibility, claims, demands and/or damages (actual or consequential) of every kind and nature, whether known or unknown, resulting from that dispute or connected to that dispute. This includes damages for loss of profits, goodwill, use or data.

If you live in California, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

9. PAYMENT TERMS

We provide a service in the form of access to games and Virtual Items. In the Service you may use "real world" money to obtain a limited license to use Virtual Items and/or other goods or services.

How it Works:

You get a limited license to Virtual Items by visiting the purchase page in one of our games and providing billing authorization through the platform on which You are playing (e.g., Facebook, Apple iOS, Android).

Virtual Items purchased in Our games on platforms such as Facebook, Apple iOS, or Android will be subject to those platforms' payment terms and conditions. Kava does not control how you can pay or how any refunds may be issued on those platforms. Please review those platforms' terms of service for additional information.

For Virtual Items, your order will represent an offer to Us to obtain a limited license for the relevant service(s) or virtual in-game item(s) which will be accepted by Us when We make the Virtual Items available in your account for you to use in our games or debit the account through which you paid, whichever comes first. Your limited license to Virtual Items for use in Kava games is a service provided by Kava that starts when We accept your payment or redemption of third party virtual currency.

For orders to obtain a limited license to use Virtual Items, by clicking the button on the purchase window or page you:

1. agree that We may start to supply your purchased Virtual Items immediately after you have clicked that button; and
2. if you reside in the European Union, you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Virtual Item.

You understand that while you may "earn" "buy" or "purchase" Virtual Items in our Services, You do not legally "own" the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Any "virtual currency" balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your limited license.

ALL SALES ARE FINAL:

YOU ACKNOWLEDGE THAT KAVA 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 AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH KAVA.WORLD OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

PURCHASES OR REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY TO ACQUIRE A LICENSE TO USE VIRTUAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

If you purchase third party currency or choose to make a payment in our Services through a third party (like Facebook, Apple, or Google), you are agreeing to the third party's payment terms, and Kava is not a party to the transaction.

Additional Payment Terms:

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Kava may revise the pricing for the goods and services it licenses to you through the Service at any time.

Billing Support:

For billing support, call our billing support team at support@kava.world.

10. PROMOTIONS AND OFFERS

From time to time, We may offer limited time promotions. Please review the official rules (if any) associated with the promotion. They will apply in addition to these Terms.

In addition, from time to time, We may promote Offers. We are not required to give, and players are not required to accept, any Offer. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to get the Offer. Some Offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before You accept the offer. If you accept an Offer you also assume all liability associated with the Offer.

THIRD PARTY ADVERTISING

Our Service and our games may feature advertisements from Us or other companies. [Our Privacy Policy](#) explains what information We share with advertisers. Please read it.

Sometimes We provide links in Our games or on the Service to other companies' websites or to companies who invite you to participate in a promotional offer and offer you some feature of the Service or upgrade (such as in-game currency) in exchange. Any charges or obligations you take on in dealing with these other companies are your responsibility.

We make no representation or promises about any content, goods or services these other companies provide, even if linked to or from Our Service or games. Also, just because We allow a link to be included in Our games or Service does not mean We endorse that linked site. We are not liable for any claim relating to any content, goods and/or services of third parties.

Please also note that the linked sites are not under our control and may collect data or ask you to provide them with your personal or other information, or they may automatically collect information from you. When you use other companies' services like these, the other company's service may (or may not) ask you for permission to access your information and content. We are not responsible for these other companies' content, business practices or privacy policies, or for how they collect, use or share the information they get from you.

12. COPYRIGHT NOTICES/COMPLAINTS

We respect the intellectual property rights of others and ask that you should, too. We respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA") and similar or equivalent local laws that may apply. We reserve the right to terminate any player's access to the Service if We determine that the player is a "repeat infringer." We do not have to notify the player before We do this. We also accommodate and do not interfere with standard technical measures copyright owners use to protect their materials.

13. FEEDBACK AND Unsolicited Ideas

Sometimes, We may request your feedback on certain features through a promotion or our customer insights program. Any feedback you provide at Our request through a promotion or program is subject to the rules of the specific promotion or program.

14. WARRANTY DISCLAIMER; SERVICES AVAILABLE ON AN "AS IS" BASIS

Neither Kava nor any Kava Affiliate makes any promise or guarantee that the Service will be uninterrupted or error-free.

USE OF THE SERVICE IS AT YOUR SOLE RISK. IT IS PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, KAVA AND ANY KAVA AFFILIATE MAKE NO WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. KAVA AND ANY KAVA AFFILIATE DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE.

If your state or country does not allow these disclaimers, they do not apply to you. If your state or country requires a certain period for which a warranty applies, it will be either the shorter of 30 days from your first use of the Service or the shortest period required by law.

15. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE THAT KAVA AND THE KAVA AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE RISK OF USING THE SERVICE AND EXTERNAL SITES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICE AND EXTERNAL SITES.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICE, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF KAVA AND/OR THE KAVA AFFILIATES IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID KAVA AND/OR THE KAVA AFFILIATE IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID KAVA OR ANY KAVA AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH KAVA AND/OR ANY KAVA AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described above. So these limitations/exclusions may not apply to you if you reside in one of those states or countries.

16. INDEMNITY

If you use or misuse the Service, or if you violate these Terms or any other applicable rules, including the Community Rules or Feature Terms, and that results in loss or damage or in a claim or liability against Kava or any Kava Affiliate, you agree to indemnify, defend and hold harmless Kava and/or the Kava Affiliate (which means you agree to compensate Kava and/or the Kava Affiliate on a "dollar for dollar" basis) for that loss, damage, claim or liability, including compensating Kava and/or the applicable Kava Affiliate for our legal fees or expenses. If Kava or the Kava Affiliate wants to, they are allowed to take exclusive charge of the defense of any case on which you are required to compensate or reimburse them, and it will be at your expense. You also have to cooperate in Kava's

and/or the Kava Affiliate's defense of these cases. Kava and/or the Kava Affiliate will use reasonable efforts to let you know if they learn of any claim on which you have to compensate or reimburse them. This will apply even if you stop using the Services or your account is deleted.

17. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

THIS SECTION ONLY APPLIES TO PLAYERS IN THE US AND CANADA.

If you are having a problem with the Service, many issues can be resolved on one of our forums. For issues relating to certain other issues, you may find resolution by sending an email to support@kava.world.

Before bringing a formal legal case, first contact our Customer Support team at support@kava.world to address your issue. Most disputes can be resolved that way.

We Both Agree to Arbitrate

If we can't resolve our dispute through Customer Service, ***you and Kava or any member of the Kava Corporate Family all agree to resolve any claims relating to the Terms, the Privacy Policy, Feature Terms or Kava's Services through final and binding arbitration.*** This applies to all kinds of claims under any legal theory, unless the claim fits in one of the exceptions in the Exceptions to Agreement to Arbitrate sub-section. It also applies even after you stopped using your Kava account or deleted it.

An arbitration proceeding is before a neutral arbitrator instead of a judge and jury, so ***we are all giving up our right to a trial before a judge and jury.*** Arbitrations have different rules than lawsuits in court. They are less formal than lawsuits in courts, and provide limited opportunity to force the other side to share information relevant to the dispute—a process called discovery. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. But, if any of us does not like the arbitrator's decision, the courts only have a limited ability to change the outcome of arbitration or make the arbitrator reconsider his or her decision.

If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that, too.

In addition, if you, Kava or a Kava Corporate Family member brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). You, Kava or the Kava Corporate Family member may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

The Arbitration Process

The American Arbitration Association (AAA) will run the arbitration between you and Kava or the Kava Corporate Family member, and AAA's then-current rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes) will be used. If something in these Terms is different than AAA's rules and procedures, then we will follow these Terms instead. You can look at AAA's rules and procedures on their website www.adr.org or you can call them at 1-800-778-7879. **To start an arbitration proceeding, use the form on AAA's website (www.adr.org) or call them at 1-800-778-7879.**

Exceptions to Agreement to Arbitrate

We all agree that we will go to court to resolve disputes relating to

1. Your, Kava's, or a Kava Corporate Family member's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents); or
2. your violation of the [Community Rules](#).

For more information about which court we can go to for resolving these types of disputes, see Section 19 (Venue for Legal Disputes Not Subject to Arbitration).

No Class Actions

We all agree that we can only bring a claim against each other on an individual basis.

That means:

1. ***Neither you nor Kava nor any member of the Kava Corporate Family can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action.***
2. ***The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless we both agree to change this).***
3. ***The arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other Kava players, and cannot be used to decide other disputes with other players.***

If a court decides that this subsection on “No Class Actions” is not enforceable or valid, then the entire Section 17 (Agreement to Arbitrate and Class Action Waiver) will be null and void (*i.e.*, go away). But, the rest of the Terms, Feature Terms, Community Rules, and Privacy Policy will still apply.

Changes to Section 17 on Agreement to Arbitrate and Class Action Waiver

We will give you 60-days' notice by email or through the Service if We change Section 17 on our Agreement to Arbitrate and Class Action Waiver.

18. APPLICABLE LAW

The Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether Section 17 (Agreement to Arbitrate and Class Action Waiver) can be enforced and how it should be interpreted.

Apart from that, if you are United States resident, these Terms and our relationship will be governed by California law, except for its conflicts of laws principles.

19. VENUE FOR LEGAL DISPUTES NOT SUBJECT TO ARBITRATION

If you are a United States resident, judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 17 must be brought in state or federal court in Atlanta, GA unless we both agree to some other location. You and Kava both consent to venue and personal jurisdiction in Atlanta, GA.

If you reside outside the United States, judicial proceedings must be brought in the courts Atlanta, GA, unless we both agree to some other location, and you and Kava both consent to venue and personal jurisdiction in Atlanta, GA.

20. SEVERABILITY

Except as described in Section 17 under the “No Class Actions” heading, if any part of these Terms, Feature Terms, Community Rules or the Privacy Policy is not enforceable, the rest of these Terms, Feature Terms, Community Rules and the Privacy Policy still applies and is binding and any unenforceable term will be substituted reflecting our intent as closely as possible.

21. ASSIGNMENT

We may give our rights, or Our obligations, under these Terms, Feature Terms, Community Rules, or our Privacy Policy to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms, Feature Terms, Community Rules, or our Privacy Policy without first getting Kava's written consent, and any attempt to do so without our consent is void.

22. ENTIRE AGREEMENT

These Terms, and any other policies or rules We reference in these Terms, make up the entire agreement between you and Us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us.

23. LANGUAGE OF THE TERMS

If We provide a translated version of these Terms, Feature Terms, the Community Rules, the Kava Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

24. NO WAIVER

If We do not enforce a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy, that does not waive our right to do so later. And, if We do expressly waive a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by both you and Us to be legally binding.

25. NOTICES

We may notify you by posting something on www.Kava.world, or in the Kava game(s) you play, and sending you an e-mail or using other ways of communicating with you based on the contact information you provide to Us.

If you are a player in the United States, and you have to give Us notice of something according to the Terms, Feature Terms, Community Rules, or our Privacy Policy, the notice must be in writing and addressed to Kava Inc., Attn: LEGAL DEPARTMENT, 270 Carpenter Drive, Sandy Springs, GA 30328 unless we have provided a more specific method way of notifying us.

If you are a player outside of the United States, and you have to give Us notice of something according to the Terms, Feature Terms or the Kava Privacy Policy, the notice must be in writing and addressed to: LEGAL DEPARTMENT, 270 Carpenter Drive, Sandy Springs, GA 30328, unless we have provided a more specific method way of notifying us.

Any attempted notice that does not follow these rules has no legal effect.

26. EQUITABLE REMEDIES

You agree that given the unique and irreplaceable nature of the rights granted and obligations made under these Terms and the Community Rules, if you breach these Terms, Feature Terms, Community Rules and/or our Privacy Policy, or intend to breach these Terms, Feature Terms, Community Rules or Privacy Policy, money damages alone will not be enough to repair the harm to Kava. Therefore, for disputes that are not required to be resolved through arbitration as described in Section 17, Kava may seek injunctive or other equitable relief (*e.g.*, get a court order to make you stop doing whatever you're doing that is causing harm) if you breach or intend to breach these Terms, Feature Terms, Community Rules or our Privacy Policy and Kava does not have to post any bond or surety or submit proof of damages.

You agree to limit your claims to claims for money damages, as limited by Section 15 (Limitations; Waivers of Liability). And, you agree not to seek injunctive or equitable relief or otherwise seek to stop Us from operating any aspect of the Service or any Kava Game.

27. FORCE MAJEURE

We are not liable for any changes or problems out of our control, for example changes or problems caused by like natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

PRIVACY

Please read Kava's Privacy Policy before using Kava's services because it will tell you how we collect, store, use and disclose your personal information when providing these services to you.

If you have questions or complaints regarding our Privacy Policy or practices, please send an email to support@kava.world

1

Introduction

Kava develops and publishes social games for the web and mobile devices. "Kava," or "we" or "us" refers to Kava Inc. and the Kava Corporate Family in this Privacy Policy. The Kava Corporate Family means Kava's subsidiaries, parent companies, joint ventures and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers and directors.

This Privacy Policy applies whenever you play our games or otherwise access any of our other products, services, content, Kava.world and/or the other domains provided by Kava, together referred to as "Services." This Privacy Policy describes:

- what information we collect, how we collect it, and why
- how we use that information and with whom we share it
- how you can access and update that information
- the choices you can make about how we collect, use, and share your information
- how we protect the information we store about you

If you do not want Kava to collect, store, use or share your information in the ways described in this Privacy Policy, you may not play Kava's games or use Kava's Services.

2

Information We Collect and How We Collect It

Information About You That We Get From Connected Third-Party Applications, Including Social Networks (like Facebook)

If you play Kava's games or access any of our other Services on connected third-party applications or connect our Services to any third-party applications, including social networks like Facebook, Kava may receive certain information about you from the provider of the third-party application. The information we receive depends on the Kava game you're playing, the third-party application, your privacy settings and, if applicable, your friends' privacy settings on that third-party application.

For example, Kava may collect and store some or all of the following information shared by the provider of the connected third-party application:

- your first and last name;
- your profile picture or its URL;

- your user ID number (like your Facebook ID number), which may be linked to publicly-available information like your name and profile photo;
- the user ID number and other public data for your friends;
- the login e-mail you provided to that third-party application when you registered with it;
- your physical location and that of the devices you use to access our Services;
- your gender;
- your birthday and/or age range;
- information about your activities on or through the connected third-party application;
- other publicly-available information on the third-party application; and/or
- any other information that you or the provider of the third-party application share with Kava.

If you access our Services from a third-party application or connect our Services to a third-party application, you should also read that third-party application's Terms of Service and Privacy Policy.

If you are unclear about what information a third-party application is sharing with us, please go to the third-party application to find out more about their privacy practices.

Cookies and Automated Information Collection

We and service providers acting on our behalf, like Google Analytics, store log files and use tracking technologies such as:

- cookies, which are small pieces of data transferred to your mobile device or computer for record-keeping purposes;
- web beacons, which let us know if a certain page was visited or whether an e-mail was opened;
- tracking pixels, which allow us or our advertising partners to advertise more efficiently and effectively; and
- local shared objects, also known as flash cookies, which help us to reduce fraud, remember your in-game preferences and speed up load times.

We and our service providers use these log files, tags, and tracking technologies to collect and analyze certain kinds of technical information, including:

- IP addresses;
- the type of computer or mobile device you are using;
- your operating system version;
- your mobile device's identifiers, like your MAC Address, Identifier For Advertising (IDFA), and/or International Mobile Equipment Identity (IMEI);
- your browser types;
- your browser language;
- referring and exit pages, and URLs;
- platform type;
- the number of clicks on a page or feature;
- domain names;
- landing pages;
- pages viewed and the order of those pages;
- the amount of time spent on particular pages; and

- game state and the date and time of activity on our websites or games.

In some cases, we will connect this information with your social network ID or Kava user ID.

Please note that companies delivering advertisements on our Services may also use cookies or other technologies as described below in Third Party Advertising Including Tailored Advertising and Analytics, and those practices are subject to those companies' own policies.

Other Information from Your Mobile Device

If you play Kava games on your mobile device, in addition to your device identifiers, we may also collect:

- the name you have associated with your device;
- your telephone number;
- your country; and
- your specific geolocation;
- your mobile contacts (as further described below in "Information About Your Contacts"); and
- information about Kava and other third-party apps you have on your device.

Information About You That You Share With Us Directly

When you use our Services (whether through a social network or through Kava directly), you may give us information directly (like when you're setting up your account) and we will store that on our systems and use it for the purposes described in this Privacy Policy.

Some games or parts of our Services may use a more traditional registration or account set-up process where you may be asked to give us some or all of the following information:

- your age or birthday;
- your first and last names;
- your e-mail address;
- a password; and
- other information that helps us make sure it's you accessing your account or helps us improve our services.

We may also let you create a player profile, separate from your social networking site profile (for example, your Facebook profile), that other Kava players can see. Your player profile may include information like:

- a profile photo;
- game username(s);
- your gender;
- biographic details (like your age or age range);
- approximate location information that you provide;
- links to your profiles on various social network;
- details about the games you play; and
- a Kava player ID number that is created by Kava and used to identify your profile.

Certain information in your Kava profile may be publicly accessible on Kava's websites that offer direct access to Kava games, including:

- The Kava player ID;
- Your first and last names; and
- Your player profile picture.

Except for games designed for children under 13, your Kava player ID number used to identify your account and player profile will appear in the URL of your profile page. It will only allow access to information you make public in your settings.

Information About Your Contacts

We may give you the ability to import your address book contacts or manually enter them so that you can locate your contacts on Kava and invite them to join you in our games or other aspects of our Services. You are responsible for getting your contacts' permission when you opt to give their contact details to us. We may also get information about you from other Kava users importing or entering their contacts. We use and may store this contact information to help you and your contacts connect through our Services. If you want to remove your contacts stored by us, follow the instructions provided in the game to request that we remove them from our systems. If you need to enter a password to allow us to access your address book, we will not store that password.

Information You Generate Using Our Communications Features

Except for games designed for children under 13, you may be able to take part in certain activities on our Service that let you communicate or share information not just with Kava, but also with other Kava players. These include:

- participating in player forums and message boards;
- posting public comments to other players' profiles or gameboards;
- sending private messages or invitations to other players, either directly on our websites or to their e-mail accounts;
- chatting with other players; and/or
- posting photos or drawings.

You acknowledge and expressly agree that we may access in real-time, record and/or store archives of these communications, comments, photos and drawings on Kava's servers to make use of them to protect the safety and well-being of our players and Kava's rights and property in connection with our Services; to conduct research; to operate, improve, personalize and optimize our Services and our players' experiences, including through the use of analytics; and to manage and deliver contextual advertising.

Payment Information

If you purchase a license to use in-game virtual currency or virtual items in a game you play on Kava.world, our third-party payment processor will collect the billing and financial information it needs to process your charges. This may include your postal address, e-mail address and financial information. Kava does not collect or store your financial information, like credit card numbers. However, Kava's payment processors may share non-financial information with us related to your purchases, like your name, billing address and the items purchased in order to fulfill your order. Kava may also obtain the billing and payment information that you provide when your purchase is processed by someone else (like Facebook, Apple or Google) such as when you purchase something in a game you play on a social network or that you downloaded on your mobile device. Our **Terms of Service** explain our policies and terms relevant to our charges, billing practices, third-party credits and virtual currencies. Please note that purchases of third party credits or currencies may also be subject to those parties' policies.

Customer Support Correspondence

Except as provided herein, when you ask for help from our **Customer Support** team, we will collect and store the contact information you give them (generally, your name and e-mail address), information about your game play or activity on our Services, and your Kava player and/or social network ID number. We will also store the

communications you have with the Customer Service team and any information in those communications in order to provide support and improve the Services.

Information You Give Us For Text Messaging Services

We receive and store the information you provide, including your mobile telephone number, when you choose to sign up to receive SMS messages.

Other Sources

We may collect or receive information about you from other sources like third-party information providers. We use this information along with information you provide us directly, for example, to help you and your friends connect or to serve you advertising more tailored to your interests.

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How We Use the Information We Collect

The main use of the information we collect and store is to provide a better gaming experience, but there are other uses as well. The uses for which we collect and store your information include:

- to operate, improve and optimize our Services and our players' experiences;
- to create your game accounts and allow you to play our games;
- to identify and suggest connections with other Kava players and personalize our Services to you;
- to enable players to communicate with each other;
- to provide technical support and respond to player inquiries;
- to protect the safety and well-being of our players;
- to protect Kava's rights and property in connection with our Services;
- to prevent fraud or potentially illegal activities, and to enforce our Terms of Service;
- to manage and deliver contextual and behavioral advertising;
- to notify players of in-game updates, new products or promotional offers;
- to administer rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- to comply with our legal obligations, resolve any disputes we may have with you or other players, and to enforce our agreements with third parties; and
- to conduct research.

One important use of your information is communication. If you have provided your e-mail address to Kava, we will use it to respond to customer support inquiries, and keep you informed of your in-game activity, including comments from friends, let you know about in-game status such as "crops ready" as well as tell you about gift and neighbor requests. Some messages, like invites for friends to join you in a game, may include your name and profile photo. We may also send promotional e-mail messages and promotional SMS messages (e.g. text messages) ("Promotional Communications") directly or in partnership with other parties, in accordance with your marketing preferences. Each Promotional Communication will offer you choices about receiving additional messages. Receipt of such communications depends on Kava having certain contact information from you.

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How We Share Your Information

We may disclose or publish aggregated information (information about you and other players collectively that is not intended to specifically identify you, for example, players between the ages of 21 and 25 who live San

Francisco) and other non-personal information about our players for industry analysis, demographic profiling, marketing, analytics, advertising, and other business purposes.

In addition, we may share your information (which may include personal information) with third parties (in other words, parties other than Kava) or allow third parties to collect this information from our Services in the following circumstances:

Your Consent

With your consent, we may share your information with third parties or allow them to collect your information from our Services in some ways not specifically described in this Privacy Policy.

Friends and Other Kava Players

The Service supports and often encourages you to interact with other players. In most Kava games, if you play through a social network or register through a social network (for example, Facebook Connect), your social network friends will see your name, profile photo and descriptions of your game activity. Similarly, in many Kava games, other players, regardless of whether they are your social network friends or not, will be able to see descriptions of your game activity (including the identification of any Kava games you have played), communicate with you within our Services, and view your game profile, which may include your name or a "game name" and your profile photo. For example, in Kava Poker, any other player may see your game profile if you are playing at the same table. In certain cases, your profile photo can reveal your social network ID or Kava player ID, and access to a social network ID or Kava player ID may allow others to view the public information associated with your related social network profile or Kava account. Other players may also be able to send you game requests or even friend requests through the related social network's or Kava's communication channels.

Third-Party Advertising Including Tailored Advertising and Analytics

We have advertising on our Services so we can continue to offer many of our Services for free.

We do not actively share personal information with third-party advertisers for their direct marketing purposes unless you give us your consent.

When advertisers or ad networks place ads in our Services, they may collect or we may share the following types of information from within our Services:

- performance data (like the number of clicks on an advertisement);
- aggregated and/or de-identified information about you and other players collectively that is not intended to specifically identify you (like players between the ages of 21 and 25 who live San Francisco);
- certain technical information (for example, IP addresses, non-persistent device identifiers such as IDFAs, and de-identified persistent device identifiers such as a hashed Android ID);
- your social network ID;
- and other contextual data about your game play (for example, your level and session length).

The information collected may be used to:

- measure how effective ads are, to offer you targeted advertising in order to personalize your experience by showing you advertisements for products and services that are more likely to appeal to you (a practice known as behavioral advertising), and/or
- undertake web analytics (like Google Analytics which is used to analyze traffic and other player activity to improve your experience).

Advertisers or ad networks may collect this information through the use of tracking technologies like browser cookies and web beacons, and they may use a single tracking technology or multiple tracking technologies at the same time.

Please note, after clicking on a third party advertisement, you may no longer be on a site hosted by Kava or the social network through which you are playing Kava's games.

If you do not want to receive tailored in-application advertisements from third parties, please see **How to Access, Update and Manage Your Information**. Please note that no tailored advertisements will be delivered for Kava games designed for children under 13, though Kava may allow contextual advertisements to be displayed.

Safety, Security and Compliance with Law

Your information, and the contents of all of your online communications in our Services and between You and Kava may be accessed and monitored as needed to provide our Service and may be disclosed:

- when we have a good faith belief that we have to disclose the information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, or legal process (for example, a court order, search warrant or subpoena);
- to satisfy any laws or regulations that apply;
- where we believe in our sole discretion that the Service is being used in committing a crime, including to report such criminal activity or to share information with other companies and organizations for the purposes of fraud protection, credit risk reduction, and other security precautions;
- when we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and
- to protect the rights or property of Kava and other applicable third parties, including to enforce our **Terms of Service**.

Offer Walls

Kava games or their purchase pages may display an "offer wall" that is hosted by an offer wall provider. The offer wall allows third-party advertisers to provide virtual currency to players in exchange for interacting with an advertisement or for completing a marketing offer that may include signing up for an account with one of those advertisers. These offers are not made by Kava. These offers may be shown to you based on certain technical information, like your geographic area or de-identified demographic information. After clicking on one of these offers, you will no longer be on a site hosted by Kava or the social network through which you are playing Kava's games. To properly credit player accounts and to prevent fraud, a unique identifier, in some cases your social network ID or Kava player ID, will be shared with the offer wall provider.

Third-Party Service Providers

We will share your information with third-party companies to perform services on our behalf, like processing payments, analyzing data, optimizing game play, e-mail delivery, hosting services, customer service and to help us in our marketing efforts, including managing and delivering contextual and tailored advertisements. We contractually require these third-party service providers to maintain the confidentiality of the information we share with them, and we contractually require them not use your information for anything other than to provide services on our behalf.

Sale or Merger

In the event that Kava undergoes a business transition (including proposed transactions), like a merger, acquisition by another company, or sale of all or part its assets (like selling a game), we may disclose or transfer all of your information, including personal information, to the successor organization in the transition. We will make reasonable efforts to let you and other players know of the business transition before transferring your personal information.

How to Access, Update and Manage Your Information

Information We Receive From a Third-Party Application Where You Play Our Games or From Your Mobile Device

To manage the information Kava receives about you from a third-party application where you play our games, like Facebook, you will need to follow the instructions for the third-party application for updating your information and changing your privacy settings. The privacy management tools for applications on Facebook can be found [here](#). To review and update information associated with your Kava game profile in certain games, visit the "settings" page in that game. You also can manage some aspects of information collection and use by visiting the "settings" page of your mobile device and reviewing the permissions of each application or "app."

Once Kava receives your information from a third-party application or your mobile device, that information is stored and used by Kava in accordance with this Privacy Policy. You may access and update that information as described below.

Accessing and Updating Your Information Held by Kava

If you want to review, delete, or change the information Kava has about you or have additional questions, e-mail us at support@kava.world. We will respond to your request within thirty days.

Stopping Use of Your Information

If you no longer want Kava to make active use of your information, you may send an e-mail to support@kava.world. Place "Delete My Account" in the subject line and include your first name, last name, e-mail address and your social network ID for the social network from which you access our Services (if applicable) in the body of the e-mail (for example, your Facebook user ID). We will respond to your request within thirty days. Please note that certain records, for example those relating to payments or customer service matters, will be held for legal and accounting purposes. If you have sent content through or posted content on the Service, we may not be able to delete it.

Opting Out of Geolocation

If you have previously allowed us to access your geolocation data, you can stop making geolocation available to us by visiting your mobile device's settings for the relevant application or the "settings" page for the relevant game.

Opting Out of Ongoing Collection of Information About Non-Kava Apps You Have On Your Device

To the extent that one of our games is collecting information about non-Kava apps you have on your device, the game will provide you with an option to stop making that information available to us in the "settings" page for the relevant game.

Opting Out of Promotional Emails from Kava

If you want to stop receiving promotional e-mails from Kava, click on the "unsubscribe" link in any promotional email from Kava. Please note that once we receive your request, it may take an additional period of time for your opt-out to become effective. Your unsubscribe or e-mail preference change will be processed promptly, and in no event longer than ten business days.

Opting Out of Other Communications

You can opt out of receiving SMS messages (for example, text messages) by texting back STOP to the number we send the text from for that particular SMS message program. In some cases a preferences management page will also be available. When we receive an opt-out message from you for SMS messages, we may send a message confirming our receipt of your opt-out.

When you install our apps on your mobile device you can choose to receive push notifications, which are messages an app sends you on your mobile device even when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

Opting Out of Third-Party Tailored Advertising

If you are interested in more information about tailored advertising and your choices to prevent third parties from delivering tailored web and mobile web advertising you may visit the following websites:

- [Network Advertising Initiative Consumer Opt-Out Page](#) or the [Digital Advertising Alliance Opt-Out Page for U.S.-based advertising](#); and
- [Your Online Choices UK website for EU-based advertising](#).

These opt-out tools are provided by third parties, not Kava. Kava does not control or operate these tools or the choices that advertisers and others provide through these tools.

In addition, if you do not want to receive tailored in-application advertisements from third parties that relate to your interests in apps on your mobile device, you may opt- out by adjusting the ad tracking settings on your device. You can also reset the "Advertising Identifier" (like an IDFA) from your mobile device's settings page, which will prevent continued use of existing behavioral data tied to the previous "Advertising Identifier." Further, depending on the platform provider (such as Apple or Google), you may be able to download apps, such as the Digital Advertising Alliance's "AppChoices" app, that offer to provide you with control regarding the collection and use of cross-app data for tailored advertising. Like the opt-out tools mentioned above for web, these mobile opt-out tools are provided by third parties, not Kava. Kava does not control or operate these tools or the choices that advertisers and others provide through these tools.

Please note that you may still receive advertisements from third parties within Kava's games even if you opt out of tailored advertising but they will not be based on your activity across unrelated web sites or apps.

Opting Out of Cookie Tracking

You can set your web browser to warn you about attempts to place cookies on your computer or limit the type of cookies you allow. Flash cookies operate differently than browser cookies and cookie management tools available in a web browser may not remove flash cookies. To learn more about and manage flash cookies you can visit the [Adobe website](#) and make changes at the [Global Privacy Settings Panel](#).

If you disable cookies, you may lose some of the features and functionality of our Services because Kava cookies are necessary to track and enhance your game activities.

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Privacy Policies of Linked Third-Party Services and Advertisers

Our websites and games may contain advertisements from Third-Party Services, which are companies other than Kava that may link to their own websites, online services or mobile applications. We are not responsible for the privacy practices or the content of these Third-Party Services. If you have any questions about how these Third-Party Services use your information, you should review their policies and contact them directly.

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Our Policies Concerning Children

Most of our websites and games are not for children under the age of 13 and we do not knowingly collect any personal information from children under 13. Children under 13 should not use these websites or games at any time. If we learn that we have inadvertently gathered personal information from a child under 13, we will take reasonable measures to promptly remove that information from our records.

International Operations and Transfers Out of Switzerland and the EEA

IMPORTANT: When you use Our Services, your data may be sent to the United States and possibly other countries.

If you don't live in the United States, our Kava location in the USA. will control your personal data.

As part of our international operations, we may transfer data to our Affiliates (which means subsidiaries, parent companies, joint ventures and other corporate entities under common ownership with Kava Inc.) from time to time for our legitimate business purposes. For example, Kava Inc. provides certain services to its Affiliates.

We store information about players and visitors to our sites on servers located in the United States, and we may also store this information on servers and equipment in other countries. Personal data collected within Switzerland and the European Economic Area ("EEA") may be transferred to, and stored at, a destination outside of Switzerland and the EEA. The data we hold may also be processed by employees operating outside of Switzerland and the EEA who work for us or one of our Affiliates or for one of our vendors. This staff may be engaged in, among other things, (i) the processing of transactions and your payment details and (ii) the provision of support services. When we transfer your personal information internationally we will take reasonable steps to ensure that your personal information is treated securely, lawfully and in the manner we describe here. Please note that laws vary from jurisdiction to jurisdiction, and so the privacy laws applicable to the places where your information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you are resident.

How Long We Keep Your Information

How long we retain your information depends on why we collected it and how we use it. We will not retain your personal information for longer than is necessary for our business purposes or for legal requirements. For instance, we may retain some information for a few years after you have closed your account with us if this is necessary to meet our legal obligations or to exercise, defend or establish legal rights.

Security of Your Information

We implement security measures to help protect the security of your information both online and offline. We take steps to ensure that your data is treated securely and in accordance with this Privacy Policy. These measures vary based upon the sensitivity of your information.

If you have an account registered directly with Kava, your profile information is protected by the password you use to access your Kava account. It is important that you protect and maintain your Kava account's security and that you immediately tell us of any unauthorized use of your account. If you forget the password to your Kava account, the Service allows you to request that instructions be sent to you that explain how to reset your password. If you access our Services through a social network and your social network account is hacked, this may lead to someone playing your Kava games without your permission. So, be careful to keep your social network account information, including your social network account password, secure as well. We urge you to log out of your Kava account and any social network account you have used to access our Services after you use it.

When you sign into your Kava account or enter payment information, we or our third party payment processor use encryption to transmit that information.

While we take precautions against possible security breaches of our Services and our customer databases and records, no website or Internet transmission is completely secure. We cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur, and we cannot guarantee the security of your information while it is being transmitted to our Service. Any transmission is at your own risk. If you have questions about the security of our websites, please contact us at support@kava.world

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Changes to Our Privacy Policy

If we decide to make material changes to our Privacy Policy, we will tell you and other players by placing a notice on Kava.world or its equivalent in-game, or by sending you a notice to the e-mail address we have on file for you prior to the change becoming effective. We may supplement this process by placing notices on game blogs, social network pages, and/or forums and on other Kava websites. You should periodically check www.Kava.world and this privacy page for updates.

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Contact Us

If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please send an e-mail to support@kava.world

PLAY SAFE

Play Secure

Our goal at Kava is to provide the most fun, most social, and overall best online gaming experience possible, and that means ensuring that Kava games are safe and secure.

We go to great lengths to protect your information and your privacy, but there are also simple things you can do as a player to contribute to the safety of Kava's games. For example, taking a few steps to protect your Kava account will help make sure your gameplay remains fun and uninterrupted.

Here are some tips to help you play secure:

- Never give anyone your login name and password for your Kava account or for the platform on which you play Kava games (e.g., Facebook, Apple, Google Play, etc.). Kava and its employees will never ask for your login information.

- Never give out your personal information, like your social security number or full credit card information, to anyone.
- Don't reuse your passwords. Create a unique and strong password for every account or login you have.
- Be wary of messages that sound too good to be true (such as advertisements for free chips or virtual currency).
- Always use caution when clicking on a link and consider the source. If someone sends you a link to a web page that requires you to input your login or password, close that page immediately. This also applies to links posted on Kava Fanpages by other players. Just because a link is posted by another player on a Kava Fanpage doesn't mean that the link is approved by Kava. We do our best to take down scammy or phishing posts when we learn about them, but be smart before you click.

Play Nice

Kava strives to provide a gaming experience that supports positive interactions between players. Help us provide a positive gaming experience for all players.

- Be civil and courteous of your fellow players. Do not be abusive, disrespectful, harassing or hostile and do not haze or attack others.
- Do not impersonate or attempt to impersonate Kava employees or other players.
- Do not insert any viruses, adware, spyware, worms or any other malicious code into any games or in-game communications.
- Do not execute, promote or describe methods for circumventing or manipulating Kava Terms of Service, game rules or the mechanics of any aspect of the Kava Service.
- Do not spam other players.
- Do not upload content that links to or promotes non-Kava products or services, including content describing or promoting the unauthorized sale or transfer of Kava's virtual goods.
- Do not encourage other players to participate in commercial activity or scams that violate Kava's Terms of Service.
- Do not post or link to content that contains (i) pornography; (ii) obscene or sexually explicit remarks or images; (iii) threatening or defamatory remarks or images; (iv) hateful, racially or ethnically offensive remarks or images; (v) descriptions or promotions of illegal activity; or (vi) links to sites that contain any of the aforementioned content.
- Do not violate any applicable laws, contractual restrictions or any other third party rights.

For a full list of dos and don'ts for in-game conduct, see [Kava's Terms of Service](#)

Don't forget that violating Kava's Terms of Service could get you suspended from Kava's games and services. Also, be aware that Kava will respond to clear notices of alleged copyright, trademark or other intellectual property rights infringement.

Play Responsibly

Kava recognizes that Play is just one part of life and that there can be too much of a good thing.

Some players may become concerned with the amount of time or money spent on internet sites or mobile apps, such as Kava's games.

If you have concerns about your internet or mobile device usage, please consider consulting with a psychologist or other mental health professional. In addition, there are number of resources available to you online, including:

<http://www.internetsafetyproject.org/wiki/online-games-addiction>

<http://www.netaddictionrecovery.com/video-game-addiction.html>

<http://netaddiction.com/>

(Please note that Kava does not endorse the organizations or individuals associated with the links above or the statements made on the associated websites.)

COOKIES

Cookies and other technologies employed by Kava and its partners

What are cookies?

Cookies are pieces of data that websites you visit can set on your browser and device hard drive. The term may also be used to refer to other technologies that when employed in a certain manner may be able to track the online behavior of a web user.

Kava and its partners use a number of technologies to support and improve the gaming experience we offer. Some of these technologies are used to identify users when they are on Kava games and others may be used to track unique web users. This page was developed to describe the technologies we use, including how they work, our purposes for using them and your choices about their use.

Technology Kava Uses

Local Shared Objects (LSOs), which are also known as “flash cookies”, are used to

- Identify devices so we can prevent and respond to fraud.
- Store game preferences so we can present the game experience you want. These preferences let us know things like whether you want music on or off or whether you want us to hide certain Kava poker tables when you visit the lobby.
- Store game assets (files) on your device so you can have faster load times.

To learn more about LSOs and how to manage them visit [Adobe](#)

Browser Cookies are used by Kava primarily to

- Identify specific users and track whether they are logged in (Authentication)
- Customize site content and remember site preferences

There are a number of ways to manage browser cookies on your device. Most major browsers offer choices for whether and how you might receive future cookies and for deleting cookies already on your machine. Here are links for some of the larger browsers:

[Chrome](#)

[Firefox](#)

[Safari](#)

[Internet Explorer](#)

Html eTags is a technology that allows a web service to validate the temporary storage (cache) of web documents like html pages and images. They are used by Kava or service providers working on Kava’s behalf to optimize web caching for each user.

You may be able to remove eTags from your browser by following your browser instructions for clearing cache.

Beacons, pixel tags, clear gifs are all terms for similar technology that often works in the same way. Small strings of (software) code that track events such as when a web user visits a page or opens an email. They are used by Kava to measure the effectiveness of our email campaigns, deliver more relevant content and manage advertising for Kava's games.

Generally you should be able to manage beacons and pixel tags in the same way that you manage cookies – using your browser's preferences (see browser links above).

NOTE: There are several browser plugins available to web users who want to be better informed about and have more control over these technologies. Two popular ones are [Ghostery](#) and [Abine](#)

Other Companies' Technology Kava uses within its games, apps and sites

Analytics

Kava analyzes traffic and other end user activity to improve the user experience. Kava and companies working on its behalf may use web server log files and tracking technologies to collect and analyze certain types of technical information, such as cookies, IP addresses, device type and usage information including time spent on particular pages or number of clicks.

One of our analytics partners is Google Analytics. Google Analytics uses browser cookies to generate statistics about visitors to websites, such as the number of page views or times of peak traffic. If you don't want your anonymous browser data to be collected by Google Analytics when you visit sites that use Google Analytics, you can install an opt-out in your web browser.

To learn more or inform Google that you do not want data about your website visit sent to Google, go [here](#)

Ads for Kava games (Kava as an advertiser)

Kava works with web publishers and advertising networks ("Advertising Partners") to deliver interest-based ads to users that have visited Kava sites, played Kava's games or accessed Kava's content including videos ("Kava Users"). This practice is also referred to as online behavioral advertising and here's a brief description of how it works at Kava.

Our Advertising Partners use software that recognizes pixels and cookies (identifiers) that are placed on the browsers of Kava Users. When the ad software recognizes these identifiers, they deliver ads for Kava's products and services to Kava Users who are on other web sites. Many of these ads for Kava's products will include an icon the ad recipient can click to learn more about the ad, why she received it and how to exercise choice. The icon displayed may range from the ad choices icon to a question mark ("?") in the corner of the ad unit. To learn more about how interest based advertising works go [here](#). If you'd like to know more about online behavioral advertising in general and your choices you may visit the [DAA](#) and the [NAI](#).

Ads for other sites and services (Kava as a publisher)

As you know Kava is a free service. One of the ways we generate revenue, which supports our ability to develop and publish fun games, is by publishing ads. Our advertising partners may serve targeted or personalized ads that are intended to be more relevant to you.

Advertising in Web Games and Emails

Tracking Pixels, Web Bugs, Pixel Tags, Browser Cookies – these are all references to technology that we permit others to set or read within our service. These technologies may be used to identify the interests and behavior of web users and target advertising to them based on those interests. They are also used to limit the number of times a user may see a particular ad or prevent certain ads from being shown at all. We have directed our advertising vendors to limit the advertising networks that display ads within our service to those that participate in the DAA or

NAI programs. Visit [NAI](#) or [DAA](#) to learn more about online behavioral advertising and to exercise some choice about how your data will be treated by participating ad networks.

Advertising in Mobile Games

When you play our mobile games we or our advertising partners may use one or more of several different identifiers for your device, including UDID and Mac Address, to target and deliver ads in our games. This means that your device identifier may be accessed by third party ad networks and used to (a) help manage the number and types of ads you see; (b) to track the source of installs related to ads seen in other developer apps, and; (c) identify the interests and behavior of users and target advertising to them based on those interests.

Identifiers Kava uses

IP Addresses are numbers assigned to the device you use to access the internet. Kava, like many other web services, automatically collects IP Addresses from visitors to its games and sites. Kava puts this information to several uses including providing security features and identifying general user locations, which may be used to target advertising.

Mobile Identifiers are numbers that identify devices or access points for devices that access Kava's mobile offerings. When you play our mobile games we may use one or more of several different identifiers for your device, including UDID and Mac Address, to identify you and your game account and to recognize players from one Kava app to another. If you elect to participate in an SMS program we will use and may store your mobile phone number.

Facebook and other social networks

In many instances users must be logged in to Facebook or other social networks to access our games. We typically collect and store the social network user ID and use it for several things including identifying specific players and accounts.

Kava IDs

When you create an account with Kava or establish a profile (like on Kava.world) we will generate and assign a Kava ID to your account.

NOTE: The social networks that offer Kava games may use tracking technology of their own to recognize users and provide certain products and features. To learn more about Facebook's practices visit [Facebook](#)

SECURITY

Protecting Your Account

Scammers and hackers need to be able to access your account to get what they want. If they can't guess your password, they might try to trick you into giving it to them.

It's possible to defend yourself from some of these attacks by being careful with your account information, by being able to detect and resist phony deals, and by having good password hygiene.

Don't Trust Cheaters, Be Careful With Your Account Information

Chip sellers, loot services, cheats, bots, and other hacks are all scams.

Kava is the only authorized seller of virtual goods and currency for Kava games. Remember, people that claim to help players cheat are usually only cheating players.

Giving anyone your information to use these services can place your account and personal information at risk.

Using these programs violates our **Terms of Service**, may violate the law, and can result in account suspensions or bans.

If you think you may have accidentally loaded one of these programs, please report what happened to support@kava.world

Look out for Scammers

It's important that you know how to detect scammers offering phony deals or asking for too much information.

Look for some of the common mistakes that scammers make, like:

- Misspellings and typos.
- Words and sentences in different languages, fonts, or with odd markings.
- File attachments you have to open. Kava will never send messages that require you to open attachments, nor do we permit our partners and affiliates to do so.
- Surveys, quizzes, etc. in exchange for free in-game items. Kava does not allow partners or affiliates to email players with these offers.
- Mismatched links: When you hover over a link, look at the status bar and make sure the link actually goes to the link shown in the email. Kava will never use an IP address (string of numbers) followed by directories, such as: <http://123.456.789.123/Kava/>

Scammers tend to ask for personal information that Kava Support or security personnel will never ask you for, including:

- Your account password.
- Your social security number or tax identification number.
- Your full credit card number or PIN number.

Scammers frequently use threatening language. Kava will not send you notices of violations or breaches of "terms and conditions." Look out for messages from the "Kava Police" or "Kava Security." These messages are not from Kava. Don't worry about their threats, just delete their messages. All legitimate warnings issued from Kava will be presented to players in-game, upon login.

Scammers are everywhere. They use websites, e-mail, twitter, Facebook and other social networks, fan sites, bulletin boards, and chat rooms to entice players.

Be wary of:

- Links that claim to go to a Kava game but don't seem to work right, even if the address includes "Kava". If you aren't sure, load the game how you normally do instead of following the link.
- Claims of rare, secret, and exclusive in-game items, free coins, chips, or gifts.
- "password reset" and other technical messages. We won't reset your password unless you ask us to.

- Threats to ban your account if you don't follow instructions to enter your name and password.
- Strange e-mail senders. E-mail from Kava will originate from either a Kaneva.com or Kava.world e-mail address.

Use a Better Password, and Keep It a Secret

But even if you avoid chip sellers, loot services, bots, and scammers, there's one more thing that you should learn: how to make sure your password is secret and strong.

To keeping your password secret, just don't share it with anyone. Not even Kava. Kava will never ask for your password. Protect your passwords, and don't share them with anyone.

But protecting a weak password isn't good enough. Use a password that scammers can't guess or easily hack. It's easier than you think.

Here are a few tips that can help you create a better password

- Longer passwords are better than short passwords.
- Passwords that are made of a few words are even better than long passwords.
- Remember that you can use spaces, and punctuation, and symbols too.

Unfortunately, there are a few things that make your password easy to guess.

- Passwords that are just a word from the dictionary can be guessed easily: avoid them!
- Passwords about the game are also easy to guess, and so are other game-words like 'mafia', 'poker', or 'facebook'.
- Don't use your username as your password. Only use your password as your password.

Please include the suspicious link, as well as any information you have regarding the sender.

If you have any questions about the collection, storage, use, or security of your information, please send an inquiry to support@kava.world

Occasionally, Kava does offer legitimate in-game extras on official Kava pages, forums, or twitter pages. Please check official Kava sources to confirm a legitimate promotion before clicking on what may be a fake offer. If the source of the message is not an official Kava page, these messages are likely not from us. We generally recommend that you log in to the game and utilize our in-game system for accepting any gifts.

Hacks, Bots, and Cheats

Hacks, bots and cheats are programs that claim to be able to modify or cheat Kava games or obtain access to your social networking service account(s).

Some common hacks, bots, and cheats claim to:

- Increase in-game currencies (like cash and coins), valuable game items, or levels.
- Play the game for you via auto-clickers and bots.
- Give unlimited energy, XP, or items.
- Automatically collect gifts for you.

Do not download applications that claim to enhance our game. Most of these programs are harmful to your computer and many are designed to swindle you.

Downloadable files and cheat sites often lure players to complete surveys using false promises of free game currency or items. This is an attempt to steal your personal information.

Creating, utilizing, or distributing these programs can result in account suspensions or bans. If you think you may have accidentally loaded one of these programs, please contact support@kava.world.

If these programs actually worked, they would provide an unfair advantage and disrupt the gameplay experience of legitimate players. Use of these programs (working or not) violates the Kava **Terms of Service**, and may violate the law.

Kava proactively tracks sites that host hacks, bots, and cheats and will take appropriate action if hacking, cheating, or violations of the **Terms of Service** can be positively identified. If you have any information about Kava hacks, bots, and cheats, and the sites that host them, please report them to support@kava.world.

Do not support the people, website(s), or third party apps that promote hacks, bots, and cheats!

Whitehats

Players

If you would like to report an incident about lost chips, game currency, virtual goods, account access problems or any other in-game issues, please contact support@kava.world.

Researchers

Kava is dedicated to providing a safe gaming environment for our players. If you are a security researcher and believe you've found a security vulnerability that could harm Kava or our players, please let us know by e-mailing the details of your findings to support@Kava.world.

If you submit your report, give us a reasonable time to respond before making any information public, and conduct your research in a reasonable manner *[that avoids privacy violations, destruction of data, or interruption or degradation of our services]* we will not bring a lawsuit against you or ask law enforcement to investigate you.

Rules for Kava's Whitehat Hall of Fame

The Kava Whitehat Team receives reports from security researchers across the globe. While we are grateful for their time and effort, sometimes the reports do not include actionable information. To ensure that the Whitehat program continues to bring value to Kava, and deserving researchers get credited on Kava's Whitehats Hall of Fame, researchers and their reports must meet the following criteria for the researcher to be eligible to be listed in the Hall of Fame:

- Your research must be conducted in a reasonable manner
- You must not violate another user's privacy in conducting your research
- You must not attempt to access another user's account or data
- You must not attempt to destroy Kava's or another user's data
- You must not report "cut and paste" results from automated scanners
- You must not perform any attacks that can potentially impact the reliability of Kava's services, including but not limited to, DoS and DDoS
- The reported vulnerability must not have been publicly disclosed or reported to us previously
- The report must not be of a security flag for non-sensitive cookies
- Brute force attacks will not qualify you for the Hall of Fame

- You must provide Kava's Whitehat Team with any additional information regarding the vulnerability that they reasonably request
- The reported vulnerability must not be one that Kava determines to be an acceptable risk
- You must provide all of the information requested in the report format below

Please note that Kava has sole discretion with regard to whether or not to recognize a researcher in our Hall of Fame. Kava's decision will be final in this regard. Further, Kava reserves the right to terminate or discontinue the Whitehat Program at its discretion.

If there are any questions, please email us at: support@kava.world

Report Format

Target:	Please provide the attack target here (target URL, section of the feature or game that is affected)
Description:	Please be as detailed as possible
Steps to reproduce:	Please try to provide written steps if possible rather than just a set of screen shots

CasinoLife Poker

CasinoLife Poker prides itself on being a fair and trusted gaming platform, which is why the card dealing algorithm, or Random Number Generator (RNG), utilized in our game is a trusted industry standard algorithm.

In a game like Poker, the order in which the cards are dealt is critical. The RNG algorithm used determines the sequence in which cards are drawn from the deck. By using a strong RNG algorithm, Kava guarantees that this sequence is random and thus, the outcome of the game is random and does not follow any pattern. Ensuring an authentic poker experience is of the utmost importance to our team.

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Furthermore, Company disclaims (a) any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or availability or operability of information or materials displayed on the Services, or the Company website or any of its subpages; (b) any and all responsibility for the conduct of any user of the Services; (c) any and all responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the Service, the Company website or any of its subpages; **(d) any and all responsibility for any financial gains, losses or tax consequences associated with the your use of the Services and the associated cryptocurrency.**

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YOU AGREE TO HOLD HARMLESS AND INDEMNIFY COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY ACTION, CAUSE CLAIM, SUIT, JUDGMENT, DAMAGE (ACTUAL AND CONSEQUENTIAL), DEBT, DEMAND, EXPENSE OR LIABILITY (INCLUDING REASONABLE COSTS AND ATTORNEY'S FEES) OF EVERY KIND AND NATURE, ASSERTED BY ANY PERSON, ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES, **THE CRYPTOCURRENCY** OR COMPANY WEBSITES OR SOCIAL MEDIA APPLICATIONS.

VIRTUAL CURRENCY

At times, the Kava will permit you to earn and spend Virtual Items. These Virtual Items may come in the form of: (a) in-app virtual currency, including but not limited to virtual coins, or virtual Tokens; or (b) virtual in-Service items, including but not limited to coins and gifts. These Virtual Items, however, are only being used as shorthand. You do not in fact "own" the Virtual Items, and the amount of any Virtual Item does not refer to any credit balance of real currency or its equivalent. Rather, Kava grants you a limited license to use the Service, including software programs that include the use of these Virtual Items.

You may earn coins in a number of ways, which may include but are not limited, to earning a bonus daily by logging on to the App, by inviting friends to the App or other. You may redeem the coins that may be presented to you. Coins may be spent on a user on the platform by giving Virtual Coins, Virtual Gifts, or purchasing other Virtual Items. All users of the Service who use the Service will be eligible to receive coins and Virtual Items. Earning coins or certain Virtual Items may transform into virtual "Tokens" on a user's account depending on the type of Virtual Item a user receives.

Any virtual currency balance shown in your Kava Account does not constitute a real world balance or reflect any stored value, but instead constitutes a measurement of the extent of Your license to use the Virtual Items within the Service. You will not be able to sell Virtual Items in exchange for virtual or real currency credited back to your Kava Account, nor will You be able to receive a refund of virtual or real currency for Virtual Items (including any virtual currency), including if your access to the Service has been suspended, limited or terminated.

Your gift of certain Virtual Items to a user on the Service may, but will not necessarily, appear on screen of the content you are viewing. Coins and other Virtual Items gifted to users may result in some revenue to them as determined in Kava's sole discretion; however, Kava makes no guarantee that the amount or value of the coins or Virtual Items you may give a user will correlate to the revenue such user may receive from Kava.

Tokens

Tokens or Coins power social participation on CasinoLife. On the CasinoLife Poker and related Apps, you can earn virtual Tokens based on many factors, including but not limited to the amount and extent of your use of the app, inviting friends, making InApp Purchases on the platform. By accessing or using the CasinoLife Poker and related Apps, you agree to be bound by the Terms of Use and all of the terms incorporated herein by reference. If you do not agree to these Terms of Use, you may not access or use the App or earn virtual Tokens on the CasinoLife Poker and related Apps. These Terms of Use govern your access and use of the App and your ownership of Tokens via the CasinoLife Poker and related Apps.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.