

FUN FOODS GAMES PRIVACY POLICY STATEMENT

EFFECTIVE DATE: July 1, 2013

At Fun Foods Games ("FFG" or "we" or "us") we recognize that privacy and protecting any personal information collected about you is important. This Privacy Policy ("Policy") applies to your use of this Site, the Apps, and all Services offered by FFG.

This Policy discloses how we collect and use Your information and how Your information is protected. By using our Site, the Apps or Service you agree to this Policy. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SITE, THE APPS, OR THE SERVICE. By using the Site or the Service, you consent to the privacy practices described in this Policy.

IF YOU USE THE SITE, THE APPS, OR THE SERVICE WE MAY CAPTURE YOUR MOBILE DEVICE'S UNIQUE DEVICE IDENTIFIER, Android ID, and Device ID ("UDID") and Media Access Control address ("MAC Address").

FFG reserves the right, in its sole discretion, to change, modify or otherwise alter this Policy at any time. It is Your responsibility to check this Policy periodically for changes and we encourage You to check the date of this Policy whenever you access the Site or use the Service. Your continued use of the Site or our Service following the posting of changes or a revised Policy will mean that You accept and agree to the revised Policy. IF YOU DO NOT AGREE TO THE REVISED POLICY, YOUR SOLE RECOURSE IS TO IMMEDIATELY STOP ALL USE OF THE SITE OR THE SERVICE.

This Privacy Policy covers the Services, this Site, and the Apps. It does not cover any applications, web sites, products or services that is not owned or controlled by FFG or any third party features on the Apps, the Service or the Site. All trademarks, trade names and logos of third parties featured on the Apps, the Service or the Site belong to their respective owners.

I. Overview

FFG provides You with the latest mobile Apps. We offer the Site, the Apps and the Service in exchange for Your agreement to these terms.

II. Our Policy Towards Children

Our Services are not directed to children under the age of 13. We do not knowingly collect information about children under the age of 13. We encourage parents and guardians to be familiar with the web sites that their children visit. The Federal Trade Commission ("FTC") regulates the means by which web site operators collect and use personal information from children under 13, pursuant to the Children's Online Privacy Protection Act of 1998 (the "Act"). For more information about the Act and children's on-line privacy in general, visit the FTC's web site at www.ftc.gov/privacy. For safety tips on privacy visit www.OnGuardOnline.gov

III. Individual Information We Collect

Preferences: In addition to Your email address, we also collect the following information:

- *Country:* We use Your country to determine Your eligibility for the Service and Apps we make available; and
- *Service Type:* We require Your device type to deliver relevant application offers, and determine compatibility.
- *Customer Support.* All information You voluntarily submit when You contact us for customer support is used for the sole purpose of responding to Your inquiry.
- *Tell a Friend Feature.* If You use the Service's share feature the information You provide (Email, Facebook, or Twitter credentials) is used to facilitate the communication. We do not retain or otherwise use the information You provide.

Additional Information Collected by Apps:

Apps offered by us do not collect or use any personal information that may be used to identify or contact You. Our Apps do not collect or use names, email addresses, photos, telephone numbers, credit card numbers, account numbers or other information that would enable us to personally identify You.

Some optional services or features of our Apps may require that You share data that personally identifies You, such as Your name, email address, contact information and billing or credit card information. Should You choose to use such optional services or features, You agree that we may collect, use and store such information, as well as transmit such information to third parties or affiliates, for purposes of providing such optional services or features, [to serve advertising in the Apps and for use in advertising unrelated to the Apps].

Our Apps may use tools or third party analytical software to collect and use certain non-personally identifiable data. The types of non-personally identifiable information that we may collect and use includes, without limitation: (i) mobile device type and device properties, including, without limitation, your unique device identifier ("UDID"); (ii) MAC Address; (iii) social network account ID; (iv) mobile device software platform and firmware and other applications on your device; (v) mobile phone carrier; (vi) geographical data no more accurate than metropolitan area; (vii) usage data and usage metrics and other statistics and analytics; (viii) information on how you interact with the application and game metadata such as game score and achievements; (ix) crash logs and bug reports; and (x) other non-personally-identifiable information as reasonably required by us to enhance our services.

IV. Aggregate Information We Collect

On our Site we may collect certain information including your IP address and pages you visited on our website.

Cookies, Web Beacons and Pixels. When you visit our Site we will place one or more cookies on your computer's hard drive. We do not store any personal information in our cookies. We also use web beacons and pixels on our Site. They are comprised of tiny graphics with a unique identifier. We embed pixels invisibly on web pages. We use cookies, web beacons and pixels to: 1) associate you with your votes and comments on the website; 2) estimate our audience size; and 3) measure certain traffic patterns, for example how many times on average you visit our website in a week. We use the information collected to personalize Your experience and to help us manage content on our Site.

V. How We Use Your Information

We study users' interests using Your information. We also use cookies, web beacons, and pixels to serve You. We compile and analyze this information on an aggregated basis. We also may share this aggregated data periodically with current and potential Partners.

We may use the collected data from our Apps for purposes of analyzing usage of our Apps, managing and improving our Apps and to further develop our Services and product offerings. We reserve the right to use and disclose any non-personally identifiable information collected by our Apps with our Partners and advertisers as long as it is in a form that does not personally identify You.

VI. How We Share Your Information

We may contract with third parties for the Service. If we hire a third party service provider, they will be prohibited from using Your Personally Identifiable Information for promotions and for any purpose other than providing the Service.

Our Apps may include third party behavioral in-game advertising technology which enables tailored advertising to be uploaded and updated in the App. Advertisement serving technology may be integrated in the App; if You do not want to use this technology, do not install or use the App. When You use our Apps, we, our Partners or third parties operating the advertisement serving technology may use personal data, demographic or other information collected directly from You or from third parties as well as information logged or collected from Your device by the App or

analytic technologies (such as cookies or web beacons) to control and monitor advertising presentation, usage and other related activities within the App. Such technology may further be used to target advertising based on demographic, interest or behavior-based information, and to measure the effectiveness of advertising campaigns.

A non-exclusive list of our Partners or third parties that we may share data with or which may collect data via our Apps is listed below (along with URLs for those third parties' privacy policies):

- Tapjoy - <http://info.tapjoy.com/about-tapjoy/privacy-policy/>
- Flurry – <http://www.flurry.com/about-us/legal/privacy.html>
- Chartboost - <https://help.chartboost.com/legal/privacy>
- Apple - <http://www.apple.com/privacy/>
- Google - <http://www.google.com/privacy/privacy-policy.html>

We contract with Flurry, and others, to provide You with application recommendations in the App. Our agreement with Flurry grants them the right to retain and use in an aggregate manner only certain information about You subject to their privacy policy. We encourage You to review their privacy policy at <http://www.flurry.com/about-us/legal/privacy.html>.

You are responsible for reviewing the privacy policies of the third parties that may collect information via our Apps. If You do not wish to review those privacy policies or if You are concerned about the information they may collect, do not install or use our Apps or use the Service. We do not guarantee that all third parties that may collect information about You via this App have an opt-out for behavioral tracking. In addition, we do not guarantee or warrant that opting out of behavioral tracking from some or all of the entities listed above will opt You out of advertising entirely. Rather, if You opt out, You may continue to receive the same amount of advertising, but they may be less relevant because they will not be based on Your interests.

You agree that we may collect, use and transfer to Partners and other third parties any App usage information, behavioral information, technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals (including UDID, IP address, device make and model, operating system, software and applications, application usage data, game play data, session data, carrier information we as online and App usage metrics, and other statistics or analytics), that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to our Apps. We may use or transfer this information to Partners and third parties, as long as it is in a form that does not personally identify You, to improve our products or to provide services or technologies to You, or as otherwise provided in the App Terms and Conditions or this Policy, and our Partners and third parties may further collect, use, store, transmit and publically display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by You with other players.

We may also disclose information in special circumstances when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be violating our policies or may be causing injury or interference with our rights, property, users, or anyone else that could be harmed by such activities. We may disclose account information, as required by law, when we believe in good faith that disclosure is necessary to protect our rights or to comply with a judicial procedure served on our websites; or if the law requires it and for administrative and other purposes that we deem necessary to maintain or improve the Service.

We may buy other businesses or their assets or sell our business assets. Customer information is generally an asset involved in such transactions. Thus, in the event that we or all of our assets are acquired, Your information would be one of the transferred assets.

We and our Partners may share their collected UDIDs with each other so that we can identify the traffic (users in aggregate) that originated from the Service.

VII. Your Choices

Cookies. By modifying your browser preferences, you can choose to, accept all cookies, to be notified when a cookie is set, or You can reject all cookies. If you choose to reject all cookies, You may be unable to use our Service.

Security and Passwords. We cannot and do not ensure or warrant the security of any information collected, transmitted over the Internet, or maintained in your user profile. You agree that any data transmission You make or receive through the website or the Service is at Your own risk.

No method of transmitting or storing electronic data is ever completely secure, and therefore we cannot warrant or guarantee that such information will never be accessed, used, or released in a manner that is inconsistent with this policy.

VIII. Security, Access and Control

The information our Apps collect may be stored locally on Your device and may be transmitted to our servers in the United States. The transmission of information over wireless and wired networks is not inherently secure.

We use many tools to help protect Your personal information against access and disclosure however we do not guarantee, and You should not expect, that Your personal information or private communications will always remain private when using the Service.

We cannot and do not ensure or warrant the security of any information collected, transmitted over the Internet, or maintained in your user profile. You agree that any data transmission You make or receive through the Site or the Service is at Your own risk.

IX. Third Party Terms and Conditions

Please note that Your access to the Service, the Site and use of our Apps may be subject to certain third party terms and conditions and privacy policies, including, without limitation application stores, mobile software platforms, on-line gaming platforms, Mobile Game Developers and payment providers. You recognize and agree that we are not liable for any such third party terms and conditions and their use of Your personal information.

Our Apps may utilize social networking or “share functionality” or may contain links to third party sites that are not owned or controlled by us. We have no control over, and assume no responsibility for, any share functionality or the content, privacy policies or practices of any third party site. You are subject to the policies of those third parties, where applicable. By using the Service or our Apps, You expressly relieve us from any and all liability arising from Your use of any share functionality or third party site accessed from our Service or the Apps. We encourage You to review third party privacy policies and to ask questions before You disclose Your personal information to anyone. Any link by us to third parties or their sites, games, applications or offers does not constitute our sponsorship of, or affiliation with, these third parties.

X. International Users

By using the Service or the Site and providing us with data, You acknowledge and agree that we may use the data collected in the course of our relationship for the purposes identified in this Privacy Policy or in our other communications with You, including the transmission of information outside Your resident jurisdiction. Please note that Your personal information will be stored and processed on our servers in the United States. The laws on holding personal information in the United States may be less stringent than the laws of Your country. If You object to Your personal information being transferred or used as described in this Privacy Policy, please do not use the Site or the Service and immediately delete and Apps from Your device.

XI Miscellaneous Provisions

You acknowledge that the Terms of Use for your App(s) also governs and applies to your use of the Site and the Service, and is incorporated herein by this reference.

YOUR USE OF OUR SITE AND SERVICE IS AT YOUR OWN RISK. OUR SERVICE (INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OUR SITES) IS PROVIDED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER ABOUT: (1) THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (2) THE SERVER THAT MAKES THE SERVICE AVAILABLE, INCLUDING THAT IT IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM, OR OTHERWISE USE THE WEBSITE OR THE SERVICE.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO OUR NEGLIGENCE, SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO (A) THE USE OF, (B) THE INABILITY TO USE, OR (C) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF OUR SITES AND SERVICE, EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED \$10.00.

Indemnification. You agree to indemnify, defend, and hold us and all of our agents, directors, employees, information providers, licensors and licensees, officers, and subsidiaries (collectively, "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by You in connection with any claim arising out of any breach by You of this Privacy Policy. You will cooperate as fully as reasonably required in our defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and You shall not in any event settle any matter without our written consent.

Enforcement / Redress. If You feel that we have not followed our Privacy Policy, please let us know. Also, if You have any questions or concerns about our Privacy Policy, its implementation, or would like a written copy, please feel free to contact us at:

Fun Foods Games c/o Taste of Nature, Inc.
Attention: Legal Department
2828 Donald Douglas Loop N. Ste. A
Santa Monica, CA 90405

Alternatively, if You would like, contact us via e-mail at info@funfoodsgames.com.

Glossary of Terms

App(s) means software designed or released by us for and operational on Apple's iPhone®, iPad®, or iPod Touch® devices and devices running the Google Android™ operating system.

Personally Identifiable Information (PII) means any information that identifies or could be used to identify, contact or locate You. It also includes your iTunes, Google Play or PayPal® account information.

Partner means a Fun Foods Games client, customer, supplier, developer or other entity with whom we have a business relationship.

Site means www.funfoodsgames.com