



Terms of service

TERMS AND CONDITIONS

Welcome to the MiniMania website. Below are the terms and conditions (“Terms and Conditions”) that will guide the use of MiniMania.

1 WEBSITE ACCESS

1.1 The MiniMania website and app (“application”) are owned by SolarWish Games Serviços LTDA with the address Rua Ascensional, 237, Apto. 44, Sao Paulo, Sao Paulo, Brazil, Tel. +55 87 98149 5306, with CNPJ nº. 48.212.528/0001-50 (referred to as "SolarWish" or "us"), allows you ("user") to access and use the MiniMania App located at www.minimania.app or any extension of the same application whenever subject to compliance with these Terms and Conditions, as well as the Privacy Policy and Code of Conduct.

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

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

1.4 You must be 10 years or older to use the Application. By registering for the Application, you represent and warrant to SolarWish that you are 10 years of age or older.

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

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

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

1.8 We have the right to approve and reject any Username or Password that you may choose. We retain all rights, ownership, and interest in your username and password.

1.9 Use of the Application does not include the provision of computers, telecommunication equipment, Internet services, or any other equipment or service. To use the Application you will need to provide your own internet connection and appropriate telecommunication links.

We are not responsible for any telephone or other costs that you may incur in connecting to or using the Application.

1.10 All materials on the Application (excluding User Materials), including, but not limited to, text, sounds, images, graphics, photos, design, applications, software, and all other content displayed or contained on the Application ("Content") are property of SolarWish or companies licensors the material to SolarWish, unless otherwise told. SolarWish's trademarks, trade names, logos, designs, and other marks, including - without limitation - the MiniMania App mark and logo, are the registered properties of SolarWish and may not be used without prior written approval.

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

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

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

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

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

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

2 USE OF THE APPLICATION

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

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

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

2.1.3 Publish, post, upload, distribute or disseminate any material or information that:

(i) is inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information (including, but not limited to, pornography, depiction of acts of violence and sexual acts, and material and information that may perpetuate hatred against any person or group or that may cause harm or offence);

(ii) is a false statement about a person or his property or business that is made out of malice and could cause that person financial harm;

(iii) is misleading or fake;

(iv) is a breach of confidentiality or an invasion of the person's right to privacy;

(v) would cause SolarWish to violate, or involve us in violating, a law, code or instrument regulating our conduct; or

(l) in any way infringes the right of any person;

2.1.4 Upload files that contain software or other material that infringes any intellectual property rights, including trademark and copyright rights (or rights of privacy or publicity) unless you control such rights or have received all the necessary consents;

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

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

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

2.1.8 Falsifying or altering any author attributions, proprietary designations or labels of origin or software source contained in an uploaded file;

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

2.1.10 Violate any App code of conduct or other guidelines;

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

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

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

2.1.14 Falsifying headers or otherwise manipulating identifiers in order to mask the origin of any material transmitted through the Website;

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

2.1.16 Refusing to follow the instructions of any SolarWish employee.

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

2.3 SolarWish reserves the right to disclose any information it deems necessary to satisfy any applicable law, regulation, court process or a request from government entities.

2.4 SolarWish does not control the content of messages, chat rooms, or message boards, and therefore disclaims all responsibility in relation to homepages, chat rooms and message

boards and any action resulting from your participation or any other User on homepages, chat rooms and message boards

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

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

3 SOFTWARE LICENSE

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

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

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

4 CHARGEABLE SERVICES

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

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

4.3 If the User has purchased SolarWish physical products (sweatshirts, t-shirts, 3D prints, etc.), the User is entitled to return them with a full refund (excluding delivery charges) provided that the goods are returned at the User's expense within 7 (seven) days of delivery and in reasonable storage and sale conditions.

4.4 To the extent that the User purchases services from SolarWish through the Application, including but not limited to coins and virtual furniture, the User, from the moment the services

are made available, can only cancel the contract in accordance with these Terms and Conditions, without the right to refund the purchased coins, virtual furniture and services.

4.5 For the purposes of acquiring any Advanced Service by Credit or Debit Card, Boleto and/or PIX, Users under 18 years of age must obtain approval from a parent or guardian and must meet all validity and enforceability requirements in Brazil. Users under the age of 16 need to ask a parent or guardian for approval and assistance in purchasing Advanced Services, if the chosen payment method is Credit or Debit Card, Boleto and/or PIX. SolarWish may require the user to provide certain information for the specific purpose of confirming the validity of any purchase of Advanced Services.

5. EXCEPTIONS

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

5.2 SolarWish does not warrant that the App or the Content will be available, uninterrupted, or error-free and that the server on which they are hosted is virus free. You agree that SolarWish shall not be liable for loss or damage to your computer, data, or telecommunication systems as a result of your use of the Application.

6 EXCEPTIONS TO THE LIMITATION OF RESPONSIBILITY

6.1 To the extent permitted by law, SolarWish is not responsible for damages that you may suffer as a result of:

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

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

7 INDEMNITY

You agree to indemnify and hold harmless SolarWish, licensors, assigns and business licensees (collectively, the "Indemnified Parties") against any and all losses, damages, costs and expenses, including indemnifying in full all costs incurred in court, with defense and settlements and any fines or penalties imposed by any regulatory, advertising or commercial authority or body in connection with or arising out of:

- (a) any breach by you of these Terms and Conditions,
- (b) any use or alleged use of the Application under your password or another unique identifier, whether or not authorized by you,
- (c) your use of the Application, and
- (d) your violation of any law or the right of any Indemnifying Party or any third party.

The Indemnified Parties reserve the right to assume and delegate the defense of any claims, demands, and actions arising from the subject matter of these Terms and Conditions and you agree to cooperate with the defense of the Indemnified Parties.

8 GUARANTEE

You and/or your legal guardian guarantee(s) that:

- (a) You have the necessary right, power, and authorization to enter into these Terms and Conditions and comply with your obligations hereunder and that you meet the age requirements for use of the Application;
- (b) you own your User Materials or have the necessary right from the legal owner of your User Materials to post them on the Application;
- (c) your User Materials comply Section 2;
- (d) you will pay any fees, royalties, and other amounts due to third parties (including collection societies) for your User Materials; and
- (e) you have the necessary right, authority, and power (and where necessary consent) to make any purchase in the App.

9 THIRD PARTIES

9.1 The Application may also include access to independent third-party products and services, either directly or via links to websites operated by third parties, which SolarWish does not endorse or over which SolarWish has no control. SolarWish WILL NOT BE A PART OF, AND SHALL NOT BE HELD RESPONSIBLE FOR, ANY TRANSACTION RELATING TO THE PRODUCTS OR SERVICES MADE AVAILABLE BY SUCH THIRD PART OR FOR ANY CONTENT OR INFORMATION PRESENTED IN CONNECTION WITH SUCH PRODUCTS OR SERVICES OR FOR THE AVAILABILITY OF SITES OPERATED BY THIRD PARTIES.

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

10 NEW USER ACQUISITION, REMARKETING, AND CAMPAIGN TRACKING

Acquiring New Users for Mobile Apps: To acquire new users, we create ads (banners/videos) for the MiniMania App and provide our ads to third-party user acquisition

companies that display our ads in their apps or on their websites. If you click on the banner/video shown to you on a third-party application or on a third-party website, you will be redirected to our Website where you can install MiniMania.

11 GENERAL PRACTICES REGARDING USE AND STORAGE

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

12 PRIVACY

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

13 TERMINATION AND SUSPENSION

13.1 You may terminate your access to the Application at any time for any reason, without penalty, by sending an email to SolarWish. If you have paid to access any Services of the Application (including any Enhanced Services) that are subject to a minimum term in the specific terms of service, you will have access to the Application until the end of such term, subject to our right to terminate these Terms and Conditions under Clause 13.2. However, we will not refund you any fees (or any part of them) that we have already charged you, and these Terms and Conditions will apply to those services until the end of this term.

13.2 We may terminate these Terms and Conditions or suspend your account at any time with or without notice to you if:

- (a) you breach these Terms and Conditions;
- (b) you have not accessed your account for 6 months; or
- (c) if the Application is disconnected or incorporated into other services.

You will not be entitled to a refund of fees under these circumstances.

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

14 CONSEQUENCES OF TERMINATION

14.1 Upon termination of these Terms and Conditions pursuant to Clause 13.1 or 13.2 respectively, we may delete your account (including your registration information, any remaining Coins, and other MiniMania App products you may have).

15 MODIFICATION OR CANCELLATION OF THE APPLICATION

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

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

15.3 In the event that we believe that a change to the Application pursuant to Clause 15.1 will have a detrimental impact on you, we will provide you with appropriate notice by email and you may exercise your right under Clause 12.1 to terminate these Terms and Conditions.

16 CHANGES TO THESE TERMS AND CONDITIONS

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

16.2 In the event that we believe that a change to these Terms and Conditions pursuant to Clause 16.1 will benefit you or have a neutral impact on you, we may make the change without informing you.

16.3 In the event that we believe that a change to these Terms and Conditions pursuant to Clause 15.1 will have a material adverse impact on you, we will send you appropriate notice by email and you will be able to exercise your right under Clause 13.1 to terminate these terms and conditions.

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

17 COMPETITIONS AND CONTESTS

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

18 COPYRIGHT POLICY

We reserve the right to cancel the User's access to the Application if we are informed that the User's activities infringe the intellectual property rights of third parties, and to cancel the User's account if we are notified on more than one occasion. If you believe that your work (or the work of a third party who has authorized you to act) has been copied in any way that constitutes copyright infringement, please file a notice of copyright infringement with us by sending a notice by e-mail that must include the following information, in the order established from (i) to (x) below:

(i) a statement that you have identified material in the Application that infringes your copyright (or the work of a third party who has authorized you to act on their behalf);

(ii) a description of the work that you claim has been infringed, which must include the type of work and any other relevant details (such as title and date of publication);

(iii) the country or countries to which your copyright applies;

(iv) a description of the manner in which the copyrighted material has been infringed; (v) a description of where the material that you claim is infringing is located on the Application (including a screenshot);

(vi) your address, telephone number, and e-mail so that we can contact you;

(vii) the contact details you would like us to provide to the allegedly infringing User so that they can contact you directly to try to resolve the issue;

(viii) a statement by you that you have a good faith belief that use of the copyrighted work is not authorized by the copyright owner (or a third party who is legally vested with the right to do so on the copyright owner's behalf) and is not otherwise permitted by law;

(ix) a statement by you that the above information in the notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf, and

(x) a physical or electronic signature (which may be a scanned copy) of the copyright owner.

Having included all the information set out above, please send an email, with all attachments.

19 GENERAL

19.1 SolarWish's failure to exercise or enforce any right or provision contained in these Terms and Conditions does not constitute a waiver of such right or provision. If any provision contained in these Terms and Conditions is held to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the court shall validate the parties' intent as reflected in the provision, and the remaining provisions of the Terms and Conditions shall remain in effect.

19.2 You may assign your rights contained in these Terms and Conditions if we consent.

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

19.4 The headings contained in these Terms and Conditions are for convenience only and will have no legal or contractual effect.

19.5 These Terms and Conditions comprise the entire agreement between you and SolarWish.