

# TERMS OF USE

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Effective date: October 1, 2018

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## 1. AGREEMENT

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## 2. PRIVACY

Your visit to our site is also governed by our Privacy Policy. Please review our [Privacy Policy](#). The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Site or Services or send any personal information about yourself to us. If we learn we have collected personal

information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [info@gotgame10.com](mailto:info@gotgame10.com).

### **3. OWNERSHIP**

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You must be at least: (a) eighteen (18) years or older; or (b) thirteen (13) years or older with verifiable permission from your parent or guardian to use the Site and/or Service. If you do not meet these eligibility requirements, you are prohibited from using the Site or Services.

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You may be allowed to sign up for an account (“Account”), and select a password and user name (“User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer, sell, assign, or license your User ID, account, or any account rights to anyone else without our prior written permission. Got Game, LLC. reserves the right to reclaim any User ID in its sole discretion.

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 Site and/or Services for your own internal, personal, and authorized 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. If your use of the Site or Services is prohibited by applicable laws, then you aren’t authorized to use them. We can’t and won’t be responsible for your using the Site or Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your Account, User ID and your password. You’re responsible for any activity associated with your Account.

**Your use of the Services is subject to the following additional restrictions:**

You represent, warrant, and agree that you will not contribute any Content or user submission or otherwise use the Site or Services or interact with the Site or Services in a manner that:

- a. Infringes or violates the intellectual property rights or any other rights of anyone else (including Got Game, LLC.);
- b. Discloses the private or confidential information of another person, such as credit card information, social security numbers, non-public phone numbers/e-mail addresses, and national identity numbers;
- c. Violates any law or regulation, including any applicable export control laws;
- d. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- e. Jeopardizes the security of your Got Game, LLC. Account or anyone else’s (such as allowing someone else to log in to the Site or Services as you);

- f. Attempts, in any manner, to obtain the password, Account, or other security information from any other user;
- g. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- h. Runs Mail list, Listserv, any form of auto-responder or “spam” on the Site or Services, or any processes that run or are activated while you are not logged into the Site or Services, or that otherwise interfere with the proper working of the Site or Services (including by placing an unreasonable load on the Site or Services’ infrastructure);
- i. “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Site or Services or Content (through use of manual or automated means);
- j. Copies or stores any significant portion of the Content;
- k. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Site or Services.

A violation of any of the foregoing is grounds for removal of your Content or user submission and/or termination of your right to use or access the Site and/or Services.

## **7. UNSOLICITED IDEA SUBMISSION POLICY**

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## **8. COSTS**

The Site is currently free to use, but we reserve the right to charge for certain aspects of the Site in the future. If you wish to continue using such aspects of the Site, you must pay all applicable fees for such use. Also, you will be responsible for all data usage and messaging charges you may incur from your mobile phone or internet service provider in connection with your use of the Site and/or any Services.

## **9. COMPLIANCE WITH LAWS**

You agree to comply with all applicable laws regarding your use of the Site and/or Services. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

## **10. INDEMNIFICATION**

To the fullest extent allowed by applicable law, You agree to indemnify and hold Got Game, LLC., its owners, affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to: (a) your use of the Site and/or Services (including any actions taken by a third party using your account), and (b) your violation of these Terms, including the Privacy and Copyright Dispute policies referenced herein.

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REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

## **13. USE OF INFORMATION**

Got Game, LLC. reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

## **14. COPYRIGHTS AND COPYRIGHT AGENT**

We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy, click here [insert link to Copyright Dispute Policy]. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **15. SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable under applicable law. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had never been contained herein.

## **16. WAIVER.**

The failure of Got Game, LLC. to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver or modification of this Agreement by Got Game, LLC. must be in writing and signed by an authorized representative of Got Game, LLC.

## **17. TERMINATION**

Got Game, LLC. may terminate this Agreement at any time, with or without notice, for any reason.

## **18. RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement or your use of the Site and/or Services shall be construed to constitute either party as a partner, joint venture, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for their own actions.



## **19. ASSIGNMENT**

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Account or User ID, in any way (by operation of law or otherwise) without Got Game, LLC's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

## **20. ENTIRE AGREEMENT**

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