

## Terms of Use

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These Terms of Use constitute a legal agreement between you (hereinafter sometimes referred to as “you” or “player”) and BSG (“BSG”, “we” or “us”) regarding your use of our games (the “Game” or “Skeet”). If you use the Game, you accept and agree to be legally bound by these Terms of Use. Please read them carefully. Please note that use of the Game requires that you have read and understood our Privacy Policy.

BY USING THE GAME, YOU AGREE TO BE BOUND BY THE ABOVE REFERENCED TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE AND THE PRIVACY POLICY, PLEASE DO NOT USE THE GAME.

### 1. Grant of Licence and Restrictions

The Game may be used by you only for your personal, non-commercial use in accordance with these Terms of Use. Unless otherwise explicitly stated herein, nothing contained in these Terms of Use shall be construed as conferring by implication or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of BSG. You are granted a personal, limited, non-transferable, non-exclusive licence to access the Game, provided that you do not and do not facilitate any third party to: A) Modify, copy, reproduce, broadcast, republish, sell, resell, exploit, reverse engineer (except to the extent permitted by law), disassemble, create derivative works or distribute in any way any portion of the Game or any materials provided in the Game, including, but not limited to design and materials including all text, still and motion video, audio and audio visual materials, artwork, graphics, code and / or software (including within any Game) and all other copyrightable elements (the “Content”), other than as permitted under the EULA or these Terms of Use.

B) Disrupt or assist in the disruption of any Game and/or Game server or any other user’s Game and/or Game experience;

C) Use, develop, distribute or sell cheats, automation software (bots), hacks or any other unauthorised third-party software designed to modify a Game;

D) Exploit the Game, the Games or any of its parts for any commercial purpose, other than as permitted in writing, including without limitation: (a) use at an arcade, computer center or any other location-based site; (b) for gathering advantages in-game, including in-game currency, items or resources for sale outside the Game; and/or (c) performing in-game services in exchange for payment outside the Game, e.g., power-lelling;

E) Remove, disable or circumvent any security protections such as digital rights management (known as “DRM”), proprietary notices or labels contained on or within the Game;

The grant of this limited licence is conditional upon your agreement to and compliance with all terms of these Terms of Use. BSG may suspend or deactivate your Account at any time for any or no reason, with or without notice to you. Unauthorised or prohibited use of the Game or the Content may be a violation of criminal or civil law. BSG reserves the right to add, modify, or delete any or all functionalities of the Game at any time. BSG makes no representation or warranty as to the completeness or accuracy of the information provided to you through your use of the Game, nor do we represent or warrant that the Game will be available and error-free at all times.

## 2. In-game purchases

“In-game purchases” means items and in-game features acquired or purchased by you that can only be used in the Game and under the conditions specified in these Terms of Use, such as, but not limited to, in-game currency or virtual goods. In-game purchases are not a necessary condition for participation in a Game and are provided on your request. In addition, as a condition to the use of In-game purchases, you acknowledge and agree that:

A. Weekly Additional Games Limit. You may only purchase a total maximum amount of ten thousand U.S. dollars (USD 10,000.00) of In-game purchases per week;

B. If BSG has reason to believe or suspects that you are performing illegal or fraudulent activities related to payments for In-game purchases in the Game, BSG has the right to provide relevant information to law enforcement bodies to investigate these suspicions;

C. If BSG has reason to believe or suspects that you are exploiting any defects in the Game or Games or are using any software to impermissibly increase your amount of In-game purchases, including in-game currency, or gain any advantage in the Game, or if BSG has reason to believe or suspects that an increase of in-game currency originates from a flaw in the system(s) relating to the Game, BSG has the right to take any action BSG deems necessary, including immediately terminating your use of the Game and deleting your Account, in which case the entire Account shall be deemed forfeited;

D. If you are prohibited from receiving online game services by the legislation of your country or in case of any other legal restrictions, including age restrictions, you shall not be allowed to use the Game or In-game purchases in the Game. In any case, you shall be responsible for the use of the Game in your country in accordance with local laws; and

E. User agrees, understands and accepts that: (i) this Game is not a gambling, cash, contest or betting game; (ii) the purchase of In-game purchases is NOT necessary or mandatory to participate in the Game and the Game process; and (iii) the purchase of any In-game purchases is at User's sole discretion.

F. User agrees that BSG may manage, regulate, control, modify or eliminate Virtual Items and/or Merchandise at any time, with or without notice. BSG shall have no liability to you or any third party in the event that BSG exercises any such rights.

G. All purchases and redemptions of virtual items made through the Game are final and non-refundable.

## 3. Termination

If you fail to comply with any of the terms in the Terms of Use, BSG will provide you with a warning for your non-compliance. In case of a serious violation of the Terms of Use, or in case of repeated cases of non-compliance, BSG reserves the right to immediately terminate the Game to you, including any In-game purchases. You may terminate the Game at any time by ceasing all use of the Game. Any money you have paid for In-game purchases are not subject to return in case of termination of a Game or Site, or any termination due to your non-compliance with these Terms of Use.

## 4. Disclaimer

THE SERVICE IS PROVIDED BY BSG ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BSG DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BSG MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE SITE AND/OR SERVICE, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SITE AND/OR SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR PRODUCTS PROVIDED THROUGH THE SITE AND/OR SERVICE; OR (IV) THAT THE SITE AND/OR SERVICE, PRODUCTS DOWNLOADED FROM THE SITE AND/OR SERVICE, BSG SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF BSG , ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

#### 5. Limitation of Liability

IN NO EVENT SHALL BSG BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF BSG HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND CONTENTS AVAILABLE FROM THE SITE AND/OR SERVICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 10. Indemnification

Your use of the Game constitutes your agreement to defend, indemnify, and hold harmless BSG, and its respective employees, contractors, officers, directors, licensors, licensees (excluding you), sublicensees, successors and assigns from and against any actions, claims, demands, liability and expenses, including reasonable attorneys' fees, arising out of (i) your breach of any of these Terms of Use; (ii) your use or misuse of the Game, or (iii) the use or misuse of the Game by a third party using your Account, if such use or misuse is due to your failure at maintaining the security and confidentiality of your Account. External Sites, Site and/or Game may contain links to other sites on the Internet, or you may be able to access the Site and/or Game from other sites on the Internet, that are owned and operated by third party vendors and other third parties (the "External Sites"). You acknowledge that BSG does not review or evaluate all of the External Sites and is not responsible for the accuracy, copyright compliance, legality, decency, or appropriateness of the content on these External Sites, nor is it responsible for the advertising, products, or other materials that appear on or are offered by such websites. You should carefully review the respective terms of use and privacy policies of each of these External Sites. Under no circumstances shall BSG be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by your use of or reliance on any content, goods, or services available on such External Site.

#### 6. Updates to the Games.

For the purpose of improving its products and services, BSG may require that you download and install updates to the Game on your device to continue playing.

#### 7. Equitable Remedies

You agree that BSG would be irreparably damaged if the terms of these Terms of Use were not specifically enforced, and therefore you agree that BSG shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Use, in addition to such other remedies BSG may otherwise have available under applicable laws. This section shall survive the termination of these Terms of Use.

#### 8. Severability

If any of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of Use and the remaining Terms of Use shall survive, remain in full force and effect, and continue to be binding and enforceable.

#### 9. Waiver

BSG's failure to enforce any term of these Terms of Use at any time shall in no way be construed to be a present or future waiver of such term.

#### 10. Modification of Terms of Use

BSG shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effective immediately upon posting of any such changes on the Site or through the Games. Please review these Terms of Use regularly to ensure you are aware of any changes made by BSG. Your continued use of the Site after changes are posted means you agree to be legally bound by these Terms of Use as updated and amended.

#### 11. Contacting Us

If you have questions about these Terms of Use, the information practices of BSG, or otherwise in relation to your dealings with BSG, please contact us at [privacy\\_skeetmobilegame@gmail.com](mailto:privacy_skeetmobilegame@gmail.com)