

Welcome to the ReBoot© Boombastics™ (“us”, “we”, or “our”) website (“Site” or “our Site”). These Terms of Service apply to <https://www.Boombastics.absorb.ie>, for games published by Boombastics and any other Site operated by subsidiaries or that link to these Terms of Service. These Terms of Service must be adhered to by all users (“you”, or “your”).

Terms and Conditions

- Don’t forget that you are legally obligated to the Terms of Service noted below as well as to any other agreements, terms and rules that we tell you apply to your use of our Site.
- Please don’t use our Site if you don’t agree to these Terms of Service because once you are on our Site, you have to follow the rules. Boombastics and its subsidiaries, representatives and agents that assist in operating our Site reserve the right to temporarily or permanently disable access to the Site for anyone who violates these Terms of Service. Because of the importance of these Terms of Service, we will disable access to the Site at our discretion and may do so without notice.
- Because we reserve the right to change the Terms of Service at any time, we recommend visiting this page periodically to make sure that the rules have not changed since your last visit. By using these Site, you agree to be bound by all of the current terms of service.

Here are the Terms of Service we expect you to follow:

1. ABILITY TO ACCEPT TERMS OF SERVICE

These Terms of Service form a legally binding contract between you and us. By using our Site, you affirm that you are at least 18 years of age, an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Service, and to abide and comply with these Terms of Service.

2. ACCOUNT AND NON-ACCOUNT USERS

You do not need to create an account with us in order to view the Site. However, if you already have an account or if you create one, you will have access to more of the features on our Site, as well as access to the online community – which allows you to play games online and buy content and services, like

new levels for your favourite games. If you do not already have an account, you can create one here: <http://Boombastics.absorb.ie> Note that if you do choose to create an account, you will need to agree to a separate Terms of Service and User Agreement ("ToSUA") and Privacy Policy that govern Boombastics.

3. USE OF YOUR INFORMATION

We respect your information and privacy and will not publicly disclose your personal information to non-affiliated third parties other than as stated in our Privacy Policy. By using our Site, you acknowledge that we are not responsible for any personal information that you publicly disclose (intentionally or unintentionally) using the Site's services such as through discussion forums or message boards. You should avoid saying anything personally identifying in these areas of our Site.

If you use our Site you also agree that through your use of the Site, you may be provided with information about Boombastics' or a third party's products or services, including promotions, advertisements, product placements or marketing materials within the Site. You acknowledge that Boombastics does not endorse any of the products or services advertised, promoted or marketed by third parties.

4. OWNERSHIP OF CONTENT ON SITE

Everything on or used in connection with our Site, including text, images, graphics, logos, audio and video content and software (collectively, "Content") – with the exception of User Generated Content as defined below – is owned by us or our affiliates, subsidiaries, licensors or suppliers. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit any of the Content (including Content that the Site enable you to download or save) without our express permission.

Here's what permission we do give you to use the Content. First, we give you permission to use the Content to surf and view our Site, which means displaying or loading the Content on your computer in connection with typical web browsing activity. Second, we give you permission to use the Content for your personal, non-commercial uses. This means, however, that you do not have our permission to distribute the Content, to publicly display the content, charge any fee for it, use the Content to create your own website, construct a database with the Content or replicate our Site or any parts of it elsewhere. (We intend these only as examples and are not an exhaustive list of things you can't do with our Content).

Regardless of the permissions we give you to use the Content, we remain the sole owner of all the Content, and you do not acquire any ownership rights in the Content by assembling, creating files, downloading or saving any of it. If we have included an author attribution, a trademark or copyright notice or other legal notices on the Content, you should not remove or alter any of these.

5. USER GENERATED CONTENT

Some of the Site have tools that allow you to communicate with other users and to create, post, upload, share and distribute various forms of content for and in connection with the Site, including pictures, photographs, videos and other information or materials (collectively, “User Generated Content”). Keep in mind that User Generated Content does not include your blog and message board postings. If you post your insights, ideas, opinions and comments on our blog site or message boards, you cannot prevent Boombastics or other members of the community from using them, and you give your consent to Boombastics and anyone else to use your posts in any manner.

YOUR USE OF USER GENERATED CONTENT

It’s great that users on our Site can upload or share content with each other, but we do not authorize you to upload or share on our Site certain items and content. Do not create, transfer, share, send, submit, post or upload any User Generated Content that:

1. Is protected by copyright, trademark, patent or trade secret or subject to third-party proprietary rights, including rights of privacy and publicity - unless you are or have permission from the rightful owner;
2. Contains fraudulent statements or misrepresentations that could damage us or any third party;
3. Contains any statements or materials that disparage, ridicule or scorn us or any third party;
4. Is obscene, defamatory, threatening, harassing, predatory, pornographic, hateful, racially or ethnically offensive, or encourages conduct that would violate any law or is otherwise inappropriate;
5. Is an advertisement, solicitation of business or engages in any commercial activity on the Site;
6. Is an impersonation of another person;

7. Produces SPAM on or throughout the Site publicizing a product or event; or
8. Violates any of the rules of Code of Conduct (described below), these Terms of Service, the ToSUA, Privacy Policy or other agreements that we incorporate into these Terms of Service by reference.

LICENSE FOR USER GENERATED CONTENT

If you post, upload or make available any User Generated Content on our Site, you will still own the User Generated Content (assuming you have rights to own it) but you are giving us the right to use your User Generated Content. If you create, transfer, share, send, submit, post or upload any User Generated Content to our Site, you grant us certain rights to use it (described below) without getting your further permission or having to pay you for it.

In legal terms, by transferring, sharing, sending, submitting, posting, uploading or making available User Generated Content on these Site, you grant Boombastics a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from your User Generated Content, in any form, format or medium of any kind now known or later developed, both on these Site and other online locations, and in other forms or media off the Internet. You waive any moral rights you might have with respect to any User Generated Content you provide to us.

In addition, by transferring, sharing, sending, submitting, posting, uploading or making available User Generated Content on these Site, you acknowledge that other users of the Site may use your User Generated Content. Boombastics is not responsible for enforcing any rights you may have with respect to your User Generated Content against other users. If you have a dispute with another user of the Site, you are responsible for contacting the other user directly; do not contact Boombastics.

SCREENING AND REMOVAL OF USER GENERATED CONTENT

Boombastics may or may not pre-screen User Generated Content. Boombastics has the right (but not the obligation) to move, remove, block, edit, or refuse to post any User Generated Content for any reason, including that User Generated Content violates these Terms of Service or other applicable terms, rules or agreements between you and us.

RISK FROM USER GENERATED CONTENT

We cannot and do not monitor or manage all User Generated Content. We therefore do not make any promises about the accuracy, integrity or quality of User Generated Content and do not endorse it in any manner. In other words, enjoy what other members post or share, but do it at your own risk.

All User Generated Content made available on the Site is the sole responsibility of the person who provided it. This means that you are entirely responsible for all User Generated Content that you provide.

6. YOUR COPYRIGHTED WORK

Just as Boombastics requires users of our Site to respect our copyrights and those of our affiliates, licensors and business partners, we respect the copyrights of others. To that end, we have adopted this Copyright Policy in accordance with the Digital Millennium Copyright Act ("Copyright Act") (17 U.S.C. 512 et seq.).

Once Boombastics' representative who has been designated to receive notification of claimed copyright infringement ("Designated Agent") – whose name and contact information is noted below – receives proper notice of the alleged infringement, or if Boombastics otherwise comes to believe in good faith that any specific content, including user generated content, on the Site contain material that infringes copyright ("Disputed Content"), Boombastics may (1) promptly remove or block access to the Disputed Content or (2) deny access to the Site to users that repeatedly violate copyright or other intellectual property rights. Boombastics will take reasonable steps to notify a user who has uploaded Disputed Content if that Disputed Content is subsequently removed or disabled.

PROCEDURE FOR REPORTING COPYRIGHT INFRINGEMENT

If you believe in good faith that your copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, you or a person authorized to act on your behalf may notify our Designated Agent:

Boombastics
c/o
Institute of Technology Blanchardstown
Blanchardstown Road North
Dublin 15
Rep. of Ireland
Tel: +353 (1) 8851000
Fax: +353 (1) 8851001
Email: info@itb.ie

Pursuant to federal law, your notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that you alleged is being infringed;
2. Identification of the copyrighted work you claim has been infringed, or, if multiple copyrighted works on the Site are included in a single notification, a representative list of all those works on the Site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Your contact information, including address, telephone number, and, if available, email address;
5. A statement that you consent to the jurisdiction of the United States District Court for the judicial district pertaining to your address, or if your address is outside of the United States, for any judicial district in which Boombastics is located, and that you will accept service of process from the person who provided notification or an agent of such person. A statement made under penalty of perjury that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right under the Copyright Act that is allegedly infringed.
6. Supplying a Counter-Notice Regarding Alleged Copyright Infringement

If you are the provider of the Disputed Content and believe a copyright infringement notice has been wrongly submitted against you as a result of mistake or a misidentification of the claimed copyrighted material, you may send a counter-notification to our Designated Agent (whose address is included above). The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the Disputed Content that has been removed or to which access has been disabled, and the location where the Disputed Content appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you believe in good faith that the Disputed Content was removed or disabled as a result of mistake or misidentification;
4. Your name, address, telephone number and, if available, email address; and
5. A statement that you consent to the jurisdiction of the United States District Court for the judicial district pertaining to your address, or if your address is outside of the United States, for any judicial district in which BOOMBASTICS is located, and that you will accept service of process from the person who provided notification or an agent of such person.

If our Designated Agent receives a counter-notice from you, Boombastics will send a copy of it to the original complaining party informing that person or entity that Boombastics may replace the removed Disputed Content or cease disabling access to it. Please note that when we forward the counter-notice, it includes your personal information. By submitting a counter-notice, you consent to having your information revealed in this way. We will not forward the counter-notice to any party other than the complaining party.

Unless the Designated Agent receives notice from the original complaining party that the original complaining party has filed an action seeking a court order to restrain the user who posted the Disputed Content from engaging in infringing activity relating to the Disputed Content on the Site, Boombastics

will replace or restore access to the Disputed Content on the Site or permit the user to re-post the Disputed Content.

7. CODE OF CONDUCT

To allow the Reboot© community to develop and grow in a healthy and respectful fashion, we have some rules that everyone needs to follow. Unfortunately, anyone who can't follow these rules may be banned from using the. If you are logged into Boombastics, please note that the ToSUA as well as this Site's Privacy_Policy also apply.

You are not allowed to provide anyone with your real name or any other personally identifying information or the name, phone number, address, password or any other personally identifying information of any other person or business through any means on our Site, including messaging, chat or any other forms of communication available through the Site.

You are also prohibited from engaging in any of the following:

- i. Deceptive or misleading practices;
- ii. Abusing, intimidating or harassing others and stalking behaviour;
- iii. Taking any action, uploading, posting, streaming or transmitting any content, language, images or sounds in any forum, communication, public profile or other publicly viewable areas that BOOMBASTICS, in its sole discretion, finds offensive, hateful or vulgar. This includes any content or communication that BOOMBASTICS in its sole discretion deems to be racially, ethnically, religiously, or sexually offensive, libellous, defaming, threatening, bullying or stalking;
- iv. Organizing hate groups;
- v. Uploading, posting streaming or transmitting any content that contains any viruses, worms, spyware, time bombs or other computer programs that may damage, interfere with or disrupt the Site or computers or other users;
- vi. Causing disruption to the Site or any system, hardware, software or network connected to the Site;
- vii. Attempting to hack or reverse engineer any code or equipment in connection with the Site;
- viii. Making a false report of user abuse to BOOMBASTICS Consumer Services;
- ix. Violating any local, state or national law;
- x. Taking any action that we consider to be disruptive to the normal flow of chat or other activities on the Site, including uploading, posting, streaming or transmitting any unsolicited or unauthorized material, including junk mails, SPAM, excessive mails or chain letters;
- xi. Distributing commercial content such as advertisements, solicitations, promotions and links to website;
- xii. Uploading, posting, streaming, accessing or otherwise transmitting any content that you know or should have known infringes or violates any third-party rights, any law or regulation or contractual or fiduciary obligations;
- xiii. Impersonating any person, including an employee of Sony Corporation, BOOMBASTICS or any third-party;

- xiv. Using, making or distributing unauthorized software or hardware in conjunction with the Site, or taking or using any data from the Site to design, develop or update unauthorized software or hardware.

8. REPORTING ABUSE

To report violations of these Terms of Service call Boombastics Consumer Services at 1-800-123-1234 or use the moderation tools that may be available on the Site where the conduct is occurring.

9. HOTSPOT AND INTERNET SERVICE PROVIDERS

Boombastics is not associated with any Internet service providers, including hotspot operators (collectively, “ISPs”). Boombastics is not responsible for any damages or injury arising from or related to your use of ISP services. When you access the Internet, you are providing information directly to the ISP and not to Boombastics. This information is collected by the ISP and is not shared with Boombastics. Before accessing the Internet, you should carefully read the ISP’s user agreement, terms and conditions and privacy policy carefully.

10. LINKING POLICY

If you link to these Site from another web site: (1) the link must not damage, dilute or tarnish the goodwill associated with any Boombastics name or entity; (2) the link must not create the false appearance that the other website is sponsored by, endorsed by, affiliated with or associated with Boombastics; (3) the website may not “frame” or alter these Site in any way; and (4) the linked website may not be unlawful, abusive, indecent or obscene, promote violence or illegal acts, be libellous, defamatory or otherwise deemed inappropriate, as determined by us in our sole discretion; and (5) the linked website may not display our Content, including any of our logos, to create a link, without our prior written consent.

Our Site may allow you to link to third-party website. Just because third-party website links exists on our Site does not mean that we have thoroughly evaluated the third-party website. Those third-party website do not belong to us, and we have no control over and assume no responsibility for the content, accuracy, usefulness, safety, privacy policies or practices of these website. By using our Site, you

expressly relieve Boombastics of any and all liability arising from your use of any third-party website linked to our Site. Enjoy the links, but do so at your own risk.

11. LIMITATION OF LIABILITY

We have to throw in some more legal language we need to protect us so that we can provide you the benefits of the Site. In no event will Boombastics, its officers, directors, employees, shareholders, representatives or agents be liable to you for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any (a) mistakes or inaccuracies of content on the Site, (b) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Site, (c) any unauthorized access to or use of our secure servers or any and all non-secured personal information (d) any interruption or the cessation of transmission to or from the Site, (e) any bugs, viruses, trojan horses or the like that may be transmitted to or through the Site; or (f) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted or made available via the Site, whether based on warranty, contract, tort or any other legal theory and whether or not the company is advised of the possibility of such damages. This limitation of liability applies to the fullest extent permitted by law in the applicable jurisdiction.

12. WARRANTY DISCLAIMER

We really hope you enjoy the Site, and we also hope the Site will function properly. Your use of the Site, however, is at your sole risk. To the fullest extent permitted by law, Boombastics, its officers, directors, shareholders, employees representatives, and agents disclaim all warranties, express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, in connection with the Site and your use of them. Boombastics makes no warranties or representations about the accuracy or completeness of the Site, and assumes to the maximum extent permitted by law no liability or responsibility for any

- a) errors, mistakes or inaccuracies on the Site;
- b) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Site;

- c) unauthorized access to or use of our secure servers or any and all Personal Information that is not submitted using a secured transmission;
- d) interruption or the cessation of transmission to or from our Site;
- e) bugs, viruses, Trojan horses or the like that may be transmitted to or through our Site by any third-party
- f) Errors or omissions on our Site or for any loss or damage of any kind incurred as a result of your use of any content available via the Site.

Boombastics does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the Boombastics or any hyperlinked website or feature in any banner or other advertising, and Boombastics will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

13. INDEMNITY

You agree to defend, indemnify and hold harmless Boombastics, its affiliates, subsidiaries, officers and directors, shareholders, agents, employees and partners, and any other parties with whom Boombastics may contract to provide the Site, from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, fines or forfeitures, expenses or damages (including reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against Boombastics arising out of

- your User Generated Content
- Your breach or alleged breach of any representation, warranty, covenant or obligation pursuant to these Terms of Service, the Privacy Policy or the ToSUA.

We reserve the right to take over the exclusive defence of any claim for which we are entitled to indemnification from you. In such event, you shall provide us with cooperation reasonably requested by us.

15. MODIFICATION

Boombastics at its sole discretion may modify the provisions of these Terms of Service at any time. You are responsible for reviewing these Terms of Service each time you use these Site. By using the Site, you agree to be bound by all current Terms of Service. To print out a current copy of these Terms of Service using your computer, go to <https://www.boombastics.absorb.ie/termservice>

16. INDEPENDENT PARTIES

You and Boombastics are independent parties, and nothing in these Terms of Service constitutes a partnership between or joint venture of you and Boombastics or to make either party the agent of the other. You are not allowed to hold yourself out contrary to the terms of this paragraph (so please don't), and Boombastics is not liable for any representation, act or omission by you contrary to the provisions of these Terms of Service.

17. TERMINATION

Boombastics has the right to terminate your access to use the Site for any reason, including for violation of these Terms of Service. If we ever terminate your access to the Site, sections 3-9, 12, 13, 15 – 19, 21 and 22 of these Terms of Service will still apply to you.

18. STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Site or these Terms of Service must be filed within one (1) year after the claim or cause of action arose or be forever barred.

19. GOVERNING LAW AND JURISDICTION

These Terms of Service and all questions relating to the performance, interpretation, breach or enforcement of these Terms of Service, or the rights, obligations and liabilities of you and us under them are governed by the laws of the State of Ireland. You agree that all disputes, claims or litigation arising from or related in any way to these Terms of Service and our relationship with you will be litigated only in a court of competent jurisdiction located in Dublin City, State of Ireland. You agree to be subject to personal jurisdiction and venue in that location.

THANKS FOR TAKING THE TIME TO READ ALL THAT LEGAL LANGUAGE. NOW GO ENJOY OUR SITE!

"Boombastics" and logo and "ReBoot" logo, and "ReBoot" are registered trademarks of Boombastics. The ReBoot logo is a registered trademark of Boombastics. All other games and properties shown on this site are trademarked and copyrighted properties of their respective owners or licensors.