**TERMS OF SERVICE**

Effective Date: 2nd June 2020

The terms of this agreement (hereinafter referred to as “Terms of Service”, “Terms and Conditions” or “T&C”) are an agreement between BiskuitGem (hereinafter “BiskuitGem”, “Us”, or “We”) and you (hereinafter “User”, “You” or “Your”) regarding the Usage Policy for BiskuitGem Service which includes all of the mobile applications, games, websites, features and related services developed by BiskuitGem. Use of the Service is also governed by BiskuitGem’s Privacy Policy and other relevant policies which are incorporated herein by reference.

Before accessing of using the Service, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”). By registering for an account or otherwise using the Service, you represent that you are age 13 or older. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. If you access the Service from a Social Networking Site (“SNS”), such as Facebook or Google+, you shall comply with its terms of service/use as well as these Terms of Service.

BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE. USE OF THE SERVICE IS VOID WHERE PROHIBITED.

BiskuitGem reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Service, its Privacy Policy and other relevant BiskuitGem policies at any time by posting the amended terms on the BiskuitGem Service. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the BiskuitGem Privacy Policy, or any other BiskuitGem policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

**Your Account and License to use**

If you create an account on our Service, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but no obligation to, monitor and review new accounts before you may sign in and use our Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kinds incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this T&C or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

The following restrictions apply to the use of the Service:

* You shall not create an Account or access the Service if you are under the age of 13; You shall restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any authorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. paypal) by minors.
* You shall not (or attempt to) purchase, sell, rent or give away your Account, create an Account using a false identity or information, or on behalf of someone other than yourself; You shall not use the Service if we have previously disabled your account for violation of law or any of our policies.
* Account only for non-commercial purposes; You shall not use the Service to advertise, or solicit or transmit any commercial advertisement, including chain letters, junk or spam email or repetitive or misleading messages to anyone.
* You can’t do anything to interfere with or impair the intended operation of the Service.
* You can’t post private or confidential information or do anything that violates someone else’s rights, including intellectual property.

**Termination of Account and Service**

BiskuitGem reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point your Account and license to use the Service thereof will be automatically terminated. In such event, BiskuitGem shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Service. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

BISKUITGEM RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

**User Content**

“User Content” means any communications, images, sounds and all the material, data, and information that you upload or transmit through our Service, or that other users upload or transmit, including without limitation any chat text. We do not own any User Content that you submit while using our Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but not obligation to, monitor and review Content submitted or created using our Service by you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. Content that are deleted by you may persist in backup copies and will still remain visible if others have shared it.

As part of our agreement, you also grant us the permissions we need to provide the Service.

* We do not claim ownership of your Content that you post on or through the Service, but you grant us a license to use it. When you share, post, upload Content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, wordwide license to access, host, use, copy, distribute, modify, store, transmit, translate, reformat, run and publicly display. You can end this license anytime by deleting your content or account. However content will continue to appear if you have shared it with others and they have not deleted it.
* You agree that we can download and install updates to the Service on your device.

**Who is responsible when something happens**

Our service is provided “as is,” and we can’t guarantee it will be safe and secure or will work perfectly all the time. Our responsibility for anything that happens on the Service (also called “liability”) is limited as much as the law will allow. If there is an issue with our Service, we can’t know what all the possible impacts might be. You agree that we won’t be responsible (“liable”) for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental, damages arising out of or related to these Terms, even if we know that they are possible. This includes when we delete your content, information or account.

In addition, the following are agreements if something happens:

* **Public Disclosure:** The service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. BiskuitGem cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don’t want others to use, do not post it on the Service. BiskuitGem shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.
* **User Interactions:** You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. BiskuitGem reserves the right, but no obligation, to become involved in any way with these disputes. You will fully cooperate with BiskuitGem to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting BiskuitGem access to any password-protected portions of your Account. If you have a dispute with or more users, you release us from claims, demands and damages (actual or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

**Updating these terms**

We reserve the right to modify this Agreement or its policies relating to our Service at any time, effective upon posting of the updated version of this Agreement in our Service. When we do, we will notify you (through our Service). If you choose to continue to use our Service, you will be bound by the updated Terms. If you do not want to agree to these or updated terms, you can delete your account

**Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using our Service, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Service.

**Contacting Us**

If you would like to contact us to understand more about this agreement or wish to contact us concerning any matter relating to it, you may send an email to biskuitgem@gmail.com