

Terms of Service — Cybernetic Ascension

Effective date: September 10, 2025

1. **Introduction** Welcome to Cybernetic Ascension, an online video game delivered as a Facebook Instant Game (the “Game”) operated by Gomacide Games (“we”, “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the Game. By downloading, installing, accessing, or using the Game in any way, you agree to be bound by these Terms. If you do not agree, do not use the Game.
2. **Company Information & Contact** Gomacide Games Address: 1458 Round Ridge Rd SE, Bolivia, North Carolina 28422, United States Email: andrewvicious@yahoo.com
3. **Eligibility** You must be at least the minimum age required by Facebook Instant Games and applicable law to use the Game and create a user account. You represent and warrant that you meet any age requirements and have the legal capacity to enter into these Terms.
4. **Accounts & Registration** Users may create accounts to access game features (“Accounts”). You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to (a) provide accurate, current and complete information when creating an Account; and (b) update that information as necessary. We may suspend or terminate Accounts that are inactive or that violate these Terms or Facebook platform policies.
5. **In-Game Purchases & Subscriptions** a. **In-app purchases:** The Game offers in-app purchases. Purchases are charged through Facebook’s payment system (or other designated payment provider) and are subject to the payment provider’s terms. All purchases are final except as expressly provided in these Terms or required by law. b. **Subscriptions:** The Game may offer subscription plans. Subscriptions renew automatically until cancelled. To cancel a subscription, follow the instructions in the Game, in Facebook’s payment settings, or in the subscription confirmation email. We are not responsible for payment processing errors by third-party payment providers. c. **Merchandise / Goods:** Users may buy goods, items, or services via a web link to a merchandise page. Purchases on third-party merchandise pages are subject to the merchant’s terms and shipping/refund policies.
6. **Fees, Taxes & Refunds** Prices are displayed in the Game or on linked pages. You are responsible for any applicable taxes. Refunds are handled according to the payment provider’s policies; contact us at andrewvicious@yahoo.com for purchase-related support and we will assist where reasonably possible.
7. **Intellectual Property** All Game content, code, graphics, logos, visual design, trademarks and other materials created by or for Gomacide Games (collectively, “Our Content”) are and remain the exclusive property of Gomacide Games. You may not copy, modify, distribute, sell, or create derivative works of Our Content except as expressly permitted by us in writing.
8. **User-Provided Content, Feedback & Licenses** a. **User Content:** If you submit or post content (including chat messages, avatars, screenshots, mods, or other materials), you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable right to use, reproduce, modify, publish, translate, distribute and display that content for any purpose (including marketing). You confirm that you own or are authorized to submit such content and that it does not violate any third-party rights. b. **Feedback:** If you provide feedback or suggestions about the Game, you grant us an unrestricted, irrevocable license to use, implement and commercialize that feedback without obligation to provide compensation or credit.
9. **Promotions, Contests & Sweepstakes** We may run promotions, contests, or sweepstakes. Specific rules for promotions will be posted with each promotion. Promotions are subject to all applicable laws and Facebook promotion rules. Participation constitutes acceptance of those rules.
10. **Conduct & Prohibited Uses** You agree not to: (a) cheat, hack, exploit or use unauthorized third-party software; (b) harass or abuse other users; (c) post content that is illegal, infringing, libelous, defamatory, obscene or pornographic; or (d) use the Game for illegal purposes. We may remove content or suspend/terminate Accounts that breach these rules.

11. Termination We may suspend or terminate access to the Game or your Account at any time for violations of these Terms, for policy violations, or for maintenance. You may terminate your Account by following the in-app account deletion options where available. Termination does not relieve you of obligations incurred prior to termination.

12. Disclaimers & No Warranty The Game is provided "as is" and "as available." To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant uninterrupted or error-free operation.

13. Limitation of Liability To the maximum extent permitted by law, Gomacide Games and its affiliates will not be liable for indirect, incidental, special, consequential or punitive damages, or for loss of profits, data, or use, even if advised of the possibility of such damages. Our total liability for claims arising out of or relating to these Terms or the Game will not exceed the amount you paid to us in the past 12 months (if any), or one hundred dollars (USD \$100) if you paid nothing.

14. Indemnification You agree to indemnify and hold harmless Gomacide Games, its officers, directors, employees and agents from any claims, losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) arising from your breach of these Terms or from your use of the Game.

15. Facebook Platform & Third Parties The Game is available through Facebook Instant Games and is subject to Facebook's Platform Policies and Terms. We are not responsible for Facebook's actions or decisions. The Game may include links to third-party websites or services; we are not responsible for third-party terms, content, or privacy practices.

16. Governing Law & Dispute Resolution These Terms are governed by the laws of the State of North Carolina, United States, without regard to conflict of law rules. Any dispute arising from or related to these Terms will be resolved in the state or federal courts located in Brunswick County, North Carolina, and you consent to the jurisdiction of those courts.

17. Changes to Terms We may update these Terms from time to time. We will post the updated Terms at the same URL and update the effective date. Your continued use of the Game after the changes constitutes acceptance of the updated Terms.

18. How to Contact Us For questions or concerns about these Terms, please contact: andrewvious@yahoo.com or by mail at 1458 Round Ridge Rd SE, Bolivia, North Carolina 28422, United States.

19. Miscellaneous If any provision is found invalid or unenforceable, the remaining provisions remain in effect. These Terms and any documents expressly referenced constitute the entire agreement between you and Gomacide Games concerning the Game.