

Terms of Use

These Terms of Use constitute an agreement between you and The Amazer Game. These Terms of Use governs to our website (“www.amazer.com.ua”) and game with various platforms:

- Apple App Store
- Google Play Store
- Facebook
- Our Website (“www.amazer.com.ua”)

By viewing, accessing and/or using our Services, you agree to these Terms of Use and our Privacy Policy. If you do not accept these Terms of Use and our Privacy Policy, please do not install, use or access our application and website.

UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE AMAZER GAME OR ANY THIRD PARTY CONTENT PROVIDER OR THEIR RESPECTIVE AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE AMAZER GAME SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE TO ASSUME ALL RISK RELATED TO YOUR USE THE AMAZER GAME SERVICES, INCLUDING BUT NOT LIMITED TO, THE RISK OF COMMUNICATIONS WITH OTHER PEOPLE OR DAMAGE TO YOUR MOBILE DEVICE OR COMPUTER.

Age restrictions

Our team do not target its Services to users under 13 of age. By viewing, accessing and/or using our Services, you agree that you are at least 13 years old and that if you are between 13 years and 18 years old, your legal guardian has reviewed and agrees to these Terms of Use and has permitted you to view, access and/or use our Services.

Using our Services

Our team may always manage, regulate, control, modify or eliminate Game or any other part of our Services without liability to you at any time, with or without notice.

Virtual goods

Our Game include virtual goods, that our team may license to you. Depending on the occasion, these virtual goods may be licensed from our team for “real world money” and without any separate fee. To purchase virtual goods for “real world money”, you must be at least 18 years old. You agree that virtual goods can never be exchanged for real world money, real goods or real services from us or anyone else. You also agree that you will only obtain virtual goods from us, and not from any third party.

The virtual goods you purchase via our Services, will not be owned by you but instead you purchase a limited personal recoverable license to use the virtual goods. In no case any purchased virtual goods reflect stored value.

You agree that payment for licenses for virtual goods, redemption of third party virtual currency or any other transaction, is always final and will not be refunded by us once the transaction is made.

Our team may remove, manage, regulate, control, or modify virtual goods at any time, without any liability to you or any third party.

OUR TEAM IS NOT REQUIRED TO COMPENSATE OR PROVIDE A REFUND TO YOU FOR VIRTUAL GOODS THAT ARE LOST FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION.

Accounts

Our team may provide Services, where it is possible and necessary to log in with your account. By using our Services, you agree that you shall take all steps necessary to protect your log in details and keep them secret.

You agree that you will not share the account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account.

If you fail to keep your login details secret, or if you share your login details or account with someone else, you accept full responsibility for the consequences of this (including any unauthorized purchases) and agree to fully compensate us for any losses or harm that may result.

You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for any loss that you suffer as a result of an unauthorised person accessing your account and/or using our Services and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise. You will be responsible for all uses of the

Login Information, including purchases, whether or not authorized by you and are responsible for anything that happens through your Account.

Our team reserves the right to remove or reclaim any usernames at any time and for any reason. You agree that if you delete your account, or if we delete your account in accordance with these terms, you may lose access to any data previously associated with your account (including, without limitation, the level or score you have reached in our Games and any virtual goods associated with your account).

User Conduct and Content

By using our Services, you agree that all the information you provide to us on accessing and/or using our Services is and shall remain true, accurate and complete at all times.

To access our Services you must comply with the laws that apply to you in the location that you are. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Services.

Information, data, software, sound, photographs, graphics, video, tags, or other materials may be sent, uploaded, communicated, transmitted or otherwise made available via our Services by you or another user ("Content"). You understand and agree that all Content may be sent when using our Services, whether publicly posted or privately sent, is the sole responsibility of the person that sent the Content. This means that you, not us, are entirely responsible for all Content that you may upload, communicate, transmit or otherwise make available via our Services.

You agree not to upload, communicate, display, copy, distribute, post, promote, transmit or otherwise make available any information, Content or other material:

- that is or could reasonably be viewed as unlawful, harmful, harassing, defamatory, libellous, obscene or otherwise objectionable;
- that violates rights of privacy or publicity, confidential information or any other right;
- that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation;
- that violates, breaches or is contrary to any law, rule, regulation,

court order or is otherwise illegal or unlawful (such as inside information, information which belongs to someone else or confidential information);

- which consists of any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes or any other form of solicitation.
- that contains any viruses, Trojan horse, spyware, adware, malware, bot, time bomb, worm or any other harmful or malicious components.

You agree that you will not, under any circumstances:

- use our Services to harm anyone or to cause offense to or harass any person;
- create more than one account per platform to access our Services;
- use another person or entity's email address in order to sign up to use our Services;
- use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services);
- disguise, anonymise or hide your IP address or the source of any Content that you may upload;
- use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
- remove or amend any proprietary notices or other ownership information from our Games or any other part of our Services;
- interfere with or disrupt our Services or servers or networks that provide our Services;
- attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms);
- sell, transfer or try to sell or transfer an account with us or any part of an account including any Virtual Goods;
- disrupt the normal flow of a Game or otherwise act in a manner

that is likely to negatively affect other players' ability to compete fairly when playing our Games or engaging in real time exchanges;

- disobey any requirements or regulations of any network connected to our Services;
- use our Services in violation of any applicable law or regulation;
- use our Services to cheat or design or assist in cheating (for example, by using automated means or third party software to play), or to otherwise circumvent technological measures designed to control access to, or elements of, our Services, or to do anything else that a reasonable person is likely to believe is not within the spirit of fair play or these terms;
- use our Services in any other way not permitted by these terms.

If you are concerned that someone else is not complying with any part of these terms, please contact us

here: amazerservice@gmail.com

We do not control Content posted on our Services by other people and therefore we do not guarantee the accuracy, integrity or quality of that Content. You understand that when using our Services, you may be exposed to Content that you may consider offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any losses or harm of any kind resulting from the use of any Content posted, emailed, transmitted or otherwise made available via our Services.

We have the right to remove uploaded Content from our Services if we decide in our sole discretion that it results in or from a breach of any part of these terms, or that it may bring us or our Services into disrepute. However, you acknowledge that we do not actively monitor Content that is contributed by people that use our Services and we make no undertaking to do so.

Your Breach of These Terms

We reserve the right to suspend or terminate your access to our Services (including by deleting your account) if we reasonably believe that you are in material breach of these terms (including by repeated minor breaches).

You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these terms by you.

Intellectual Property

You acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to our Services (other than Content which is contributed and owned by players) is owned by or licensed to us.

Whilst you are in compliance with these terms, we grant you a non-exclusive, non-transferable, personal, revocable limited licence to access and/or use our Services (but not any related object and source code) for your own personal private use, in each case provided that such use is in accordance with these terms. You agree not to use our Services for anything else.

You must not copy, distribute, make available to the public or create any derivative work from our Services or any part of our Services unless we have first agreed to this in writing.

You must not make available any cheats or technological measures designed to control access to, or elements of, our Services, including providing access to any Virtual Goods, whether on a free of charge basis or otherwise.

By submitting Content via our Services you:

- are representing that you are fully entitled to do so;
- grant us and our group companies the right to edit, adapt, publish and use your entry and any derivative works we may create from it, in any and all media (whether it exists now or in the future), for any purpose, in perpetuity, without any payment to you;
- acknowledge that you may have what are known as “moral rights” in the Content, for example the right to be named as the creator of your entry and the right not to have work subjected to
- agree that we have no obligation to monitor or protect your rights in any Content that you may submit to us, but you do give us the right to enforce your rights in that Content if we want to, including but not limited to taking legal action (at our cost) on your behalf.

You must not copy, distribute, make available to the public or create any derivative work from any Content belonging to any other user of our Services. If you believe that your intellectual property rights have been infringed by someone else over the internet.

Links

We may link to third party websites or services from our Services. You understand that we make no promises regarding any content, goods or services provided by such third parties and we do not

endorse the same. We are also not responsible to you in relation to any losses or harm caused by such third parties. Any charges you incur in relation to those third parties are your responsibility. You understand that when you provide data to such third parties you are providing it in accordance with their privacy policy and our own privacy policy does not apply in relation to that data.

Transferring these Terms

We may wish to transfer all or a part of our rights or responsibilities under these terms to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under these terms unless we first agree to this in writing.

Entire Agreement

These terms set out the entire agreement between you and us concerning our Services and they replace all earlier agreements and understandings between you and us.

Changes to these Terms

You can access these terms at any time by visiting: www.amazer.com.ua/terms

We reserve the right to update these terms from time to time by posting the updated version at that address and your continued use of our Services shall confirm your acceptance of the updated terms.

We may do so because we change the nature of our products or services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and/or using our Services.

Severability

If any part of these terms is held to be invalid or unenforceable under any applicable local laws or by an applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these terms shall remain valid and enforceable.

Waivers of our Rights

Our failure to exercise or enforce any of our rights under these terms does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.

Terms of Use Contact Information

If you have any questions about these Terms of Use or our Services you may contact us by email at:

amazerservice@gmail.com

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