

# “Rapidfire” Website Terms and Conditions

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You shall read, understand and accept these terms and conditions, hereinafter referred to as the Terms and Conditions, before using Our website and/or the Games, as its use, including its products and services, is conditional upon acceptance of all terms contained herein.

IF YOU DO NOT WANT TO ACCEPT THESE TERMS  
AND CONDITIONS, PLEASE, DO NOT USE THIS  
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SERVICES, AND/OR THE GAMES.

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## 1. Acceptance of Terms and Conditions

### 1.1.

The use of this website, all of its content, such as information, graphics, text and all other elements of the website, including all products offered on this website and services operated through this website, hereinafter referred to as the Products and Services, as well as use of the Games is conditional upon and subject to the Terms and Conditions herein.

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### 1.3.

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not agree to any additional terms and conditions set forth on this website in regards to the particular Product and Service, You shall not use part of the website, which contains corresponding Product and/or Service.

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services accessed by You through this website will meet Your expectations; any errors in the software obtained from or used through the website, or any defects in the website, its products and/or services, and/or the Games will be corrected within a reasonable time period, if possible.

### **2.3.**

The use of Our Products or Services through the website as well as the use of the Games is performed exclusively at Your own discretion and risk. You accept sole responsibility for the damage done to Your computer, other electronic device or data, including loss of data, or any other form of harm resulted from the use of Our website. We assume no responsibility and/or liability for any computer virus or other harmful software code, which may be downloaded to your computer or other electronic device from this website or in connection with any Product and/or Service offered to You via this website, and/or the Game.

### **2.4.**

Neither of the information or advice available on the website or comment received through the website or elsewhere shall create any warranty whatsoever, unless expressly stated and referred to in these Terms and Conditions.

### **2.5.**

The Products and/or Services demonstrated and/or provided on Our website as well as the Games may not be available for Your specific computer or other electronic device, as well as in Your specific country or region. Any such reference to the specific Products and Services does not imply or warrant its availability at

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## 3. Limitations

### 3.1.

Any use of this website, including any Products or Services contained therein, as well as of the Games in violation of these Terms and Conditions is strictly prohibited with the result of immediate termination of the Services on Our website and in the Games.

ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE WEBSITE, ITS PRODUCTS AND/OR SERVICES, AND/OR THE GAMES, INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THIS WEBSITE, ITS PRODUCTS AND/OR SERVICES IS A VIOLATION OF THESE TERMS AND CONDITIONS AND MAY BE CONSIDERED AS A VIOLATION OF THE APPLICABLE LAWS AND REGULATIONS.

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Therefore, You agree that You will not under any circumstances whatsoever: engage in any act deemed to be in conflict with the spirit or intent of this website, including its products and services, and/or the Games, in particular to circumventing or manipulating these Terms and Conditions;

make improper use of Our Products and/or Services, and/or the Games, including, without limitation, by submitting false abuse reports or using profane and abusive language in your communications with Our personnel;

use Our Products and/or Service, and/or the Games, intentionally or unintentionally, in connection with any violation of any applicable laws or regulations, or do anything that promotes the violation of any applicable laws or regulations;

use any automation software, bots, hacks, mods or any unauthorised software designed to modify or interfere with this website, including products and/or services, and/or the Games;

modify or cause to be modified any files that are a part of the website, including its products and services, and/or the Games;

initiate or assist in any type of attack, including without limitation distribution of a virus, denial of service attacks upon this website, its products and/or services, and/or the Games or other attempts to disrupt proper functioning of this website, its product or service, and/or the Games;

attempt to gain unauthorised access to the website, its products or services, and/or the Games by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of this website, its products or services, and/or the Games;

post and/or communicate to Our personnel any abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable or offensive information;

post and/or communicate to Our personnel any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;

use this website, its Products and Services, and/or the Games or any part thereof for any commercial purpose, including but not limited to communicating or facilitating any commercial advertisement or solicitation;

use any unauthorised software that accesses, intercepts or otherwise collects any information from or through the website, its products and/or services, and/or the Games or that is in transit from or to the website, its Products and/or Services, and/or the Games including, without limitation, any software that reads areas of RAM or streams of network traffic used by the website, its Products and/or Services, and/or the Games;

reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Products and/or Services, and/or the Games or to obtain any information from the Products and/or Services, and/or the Games using any method not expressly permitted by Us;

copy, modify or distribute rights or content from this website, including its Products and Services, and/or the Games and/or any Our copyrights or trademarks or utilise any method to copy or distribute the content of this website, its Products and Services, and/or the Games;

process, collect, harvest or post personal data or other information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through this website, its Products and/or Services, and/or the Games;

upload and/or transmit or attempt to upload and/or transmit any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

## 4. Your Warranties

### 4.1.

You hereby warrant that: (i) ALL INFORMATION PROVIDED BY YOU TO US IN CONNECTION WITH THIS WEBSITE AND/OR PRODUCTS AND/OR SERVICES, AND/OR THE GAMES IS TRUE AND ACCURATE; (ii) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS; (iii) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THE TERMS AND CONDITIONS IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS; AND (v) YOUR MATERIALS, TEXT, GRAPHIC, AUDIOVISUAL, AND OTHER CONTENT THAT YOU MAKE AVAILABLE TO US EITHER VIA UPLOAD OR OTHER MEANS DO NOT (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTIES, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) VIOLATE ANY



APPLICABLE LAWS OR REGULATIONS, OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.

## 5. Termination of the Terms and Conditions

You are entitled to rely on the aforementioned rights of the Data Subject by submitting written enquiries, requests and complaints:

### 5.1.

The Terms and Conditions activate upon You starting to browse and use this website, its Products and/or Services, and/or starting to use the Game to remain in force indefinitely. We expressly reserve the right to amend, modify, change, replace, suspend or discontinue all the Products and/or Services, and/or the Games or any part thereof, at any time, as well as reserve the right to terminate Your use of any Products and/or Services, and/or the Games at any time.

### 5.2.

These Terms and Conditions shall terminate automatically if You breach and/or fail to comply with any of the restrictions, limitations or other requirements referred to herein. Upon any termination or expiration of these Terms and Conditions, You must immediately cease using any Products and/or Services, and/or the Games.

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WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE PRODUCT OR SERVICE, AND/OR THE GAMES UNDER CONSIDERATION OR ANY PART THEREOF, PROHIBIT ACCESS TO THIS WEBSITE, OUR PRODUCTS AND/OR SERVICES, AND/OR THE GAMES AND

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ADDITIONALLY, WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE PRODUCTS AND/OR SERVICES AND/OR THE GAMES OR PARTS THEREOF, IF YOU ARE, OR REASONABLY SUSPECTED TO, FAILING TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE PRODUCT OR SERVICE AND/OR THE GAMES UNDER CONSIDERATION, WITH OR WITHOUT NOTICE TO YOU AND WE REMAIN UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES.

**UPON TERMINATION OF THESE TERMS AND CONDITIONS YOU WILL NO LONGER BE AUTHORISED TO USE OUR PRODUCTS AND SERVICES AND/OR THE GAMES IN ANY WAY WHATSOEVER.**

## **6. Intellectual Property**

### **6.1.**

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### **7.1.**

You acknowledge and agree that the availability of the Games is dependent on the app store from which You downloaded the Games. You acknowledge that these Terms and Conditions are between You and Us and not with the app store. You

agree to comply with all applicable policies of relevant app store. In the event of a conflict between these Terms and Conditions and policies of relevant app store, the policies of relevant app store shall take priority.

#### **7.2.**

You agree that Our interaction with third parties depend on the terms and conditions of such third-party, and such terms and conditions can be amended at any time upon the initiative of a relevant third-party. Such amendments may make it impossible or significantly restrict Your ability to use the Games, but it is independent of Our will and We shall not be responsible for it.

## **8. Feedback and Other Information Provided By You**

#### **8.1.**

You may voluntarily provide suggestions, specifications, comments or other feedback to Us using Contact Us directory of this website, hereinafter referred to as Feedback. You hereby agree that all Feedback (i) shall be deemed a derivative work based on Our proprietary materials, (ii) shall be owned by Us, and (iii) in the absence of the specific agreement, shall not create any confidentiality obligation for Us in any way whatsoever. However, We will not disclose the source of any Feedback without Your explicit consent. Upon anonymisation, We shall remain free to use Your Feedback as it sees fit, entirely without any obligation of any kind.

## **9. Notice and Procedure for Making Claims of Copyright Infringement**

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If you believe that Your personal work has been copied in a way that constitutes an infringement of the copyrights, please, provide Us with a written information specified below:

A description of the copyrighted work that You claim has been infringed upon;

Your contact information, including name, surname, telephone number and e-mail address;

A statement by You that You have a good-faith belief that the disputed use of Your copyrights has not been authorised;

A statement by You, made under penalty of perjury, that the aforementioned information in Your notice is accurate and that You are the copyright owner or authorised to act on behalf of the copyright owner;

If you are acting on behalf of the copyright owner, a power of attorney authorising You to represent the copyright owner.

## 10. Unlawful or Prohibited Use

### 10.1.

You may not use this website and/or the Games for any purpose that is prohibited by these Terms and Conditions or unlawful in accordance with the laws and regulations, or in any way interferes or attempts to interfere with the proper work of this website. You may not use this website in any manner that could damage, disable, overburden, or impair this website, its Products and/or Services, and/or the Games. You may not obtain or attempt to obtain any materials or information through any means unintentionally made available by Us to all users of this website and/or of the Games. You agree that You will not use any third-party

software that intercepts or otherwise collects information from or through the website, its Products and/or Services, and/or through the Games. You shall not institute, assist, or become involved in an attack upon Our servers or otherwise attempt to disrupt work of Our servers. ANY ATTEMPT TO DAMAGE OUR SERVER OR UNDERMINE ITS LEGITIMATE OPERATION CONSTITUTES A VIOLATION OF THE CIVIL AND CRIMINAL LAWS. THEREFORE, WE RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY THE CORRESPONDING LAW.

## 11. Indemnification:

### 11.1.

You hereby agree to indemnify and hold Us harmless, Our affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of Your breach of these Terms and Conditions, including without limitation infringement of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

### 11.2.

We do not bear any responsibility nor assume any risks if by any reason whatsoever any Our Product and/or Service available on this website and/or the Game breaches any national laws and regulations of any specific country. You,

who access this website and/or use the Game on Your own initiative, are responsible for compliance with Your national laws and regulations.

## 12. Limitation of Liability

### 12.1.

In no event we shall be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for the loss of business, contract, revenue, data, information or business interruption), under any theory of liability, resulting from, arising out of or in connection with the use of, or inability to use this website or its content, Products, Services, the Games, statements or actions of any third party on or through this website and/or the Games, any unauthorised access to or alteration of your transmission or data, any information that is sent or received, or not sent or received, any failure to store or restore data, any loss of data, loss or damage to files, loss or damage to the content, any services available through the website and/or the Games that are delayed or interrupted, even if we have been advised of the possibility of such damages. Any action brought against us pertaining to or in connection with this website and/or the Games must be commenced and notified to us in writing within one (1) month after the date the cause for action arose. Furthermore, because some jurisdictions do not allow or limit the exclusion or limitation of liability for consequential or incidental damages or do not allow the exclusion or limitation of implied warranties, the above limitation may not apply to all circumstances.

### 12.2.

If the exclusion and limitation of liability provision under applicable law is held invalid, our cumulative liability for all claims arising from or relating to Your use of

the website, its Products and Services, and/or the Games shall be a maximum of 100.00 (one hundred) euro.

## 13. Applicable Law and Dispute Resolution

### 13.1.

Any issue which is not agreed in the Terms and Conditions will be governed by Latvian law.

### 13.2.

All disputes, controversies and claims that may arise in connection with the execution, termination or invalidation of the Terms and Conditions shall be resolved through negotiations. The party which has any claims and/or disagreements shall send a message to the other party indicating the claims and (or) disagreements that have arisen. If nevertheless a disagreement or claim was not solved by negotiations, such dispute shall be resolved in the competent court at Our place of registration.

## 14. Contact Information

### 14.1.

Any inquiries regarding these Terms and Conditions as well as any additional terms and conditions set forth on this website shall be sent to the following e-mail address: <https://www.rapidfire.games>