

# Terms of Service

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Welcome to Temtem Interactive Map!

Temtem Interactive Map is a map of the Airborne Archipelago, offering its Users to view and retrieve information when receiving a notification (hereinafter the "Application").

These General Terms of Service (hereinafter the "Terms" or "ToS") determine the conditions under which the User is authorized to use the Application and to benefit from its Services.

Access to the Application and use of the Services are conditional upon acceptance of and compliance with these Terms. Therefore, by creating a User Account and using the Application, you agree to comply with the obligations described in this document.

Our Privacy Policy is an integral part of these Terms. Please read all of these documents carefully and do not register with Temtem Interactive Map if you do not agree with any of the provisions contained herein.

**Because your privacy is of great importance for Temtem Interactive Map, please note that we will never sell your data nor use it in a way you are not informed of.**

## 1. Definitions and Interpretation

In these ToS, the following terms have the following meaning:

- **"User Account"** or **"User Profile"** refers to the space specific to a User.
- **"Content"** means information published on the Application and/or created through the Application Services.
- **"Parties"** means Temtem Interactive Map and the User.
- **"Platform"** means the online solution accessible from the Temtem Interactive Map application available on Google Play.
- **"Services"** means all the features offered to the User to allow him to create, modify his content.
- **"User"** means any natural person using the Application and its Services.

## 2. User Account Creation

### 2.1 Requested Information

In order to use Temtem Interactive Map you must create a User Account that will be specific to you. When creating your User Account we will ask you to provide the following information:

- an email.
- a password.

Our Services also offer you the ability to register and sign in using your third-party social media account details. If you choose to register in this way, we will collect certain profile information about you from your social media provider.

These elements are essential to use the Application Temtem Interactive Map.

When creating your User Account, the information provided must correspond to your own identity and must not be false or erroneous.

You also agree to keep your User Account password confidential. If you believe that someone is using your User Account in an illegitimate manner, you agree to notify us by contacting us at [diego.ramil.lopez@gmail.com](mailto:diego.ramil.lopez@gmail.com).

## **2.2 Age Limit and Parental Permission**

Temtem Interactive Map is open to users over the age of 13 only.

If you are under 13, you are not allowed to create a User Account and use the Application. In addition, if you are between the ages of 13 and 16, depending on the country in which you reside, we may require permission from your legal guardian.

If you are the legal representative of a minor over the age of 13, and you wish to contact us, please send us a message to the following email address: [diego.ramil.lopez@gmail.com](mailto:diego.ramil.lopez@gmail.com).

## **3. Services Description**

You may use the Services on your phone through the Temtem Interactive Map Mobile Application. The Services allow you to (i) create Content, (ii) interact with it, and (iii) delete your Content.

### **(i) Create Your Own Content**

Under this feature, you can mark content on the map as obtained.

### **(ii) Interact With Content**

You can interact with your own content or with the map.

### **(iii) Content Deletion**

You may choose to remove the Content created.

## **4. User Obligations**

When using the Application, you agree to comply with the provisions described in these Terms of Service and with the laws in force. As such, you agree not to:

- Use Temtem Interactive Map if you are under 13 years old, or when you are between 13 and 16 years old, if your legal representative has not consented to such use.
- Tamper or attempt to tamper with the proper working of the Application, interfere with access to the Application, or circumvent any measures we may use to block or restrict access to the Services.
- Use the Temtem Interactive Map Application in a deceptive, malicious, discriminatory, or otherwise unlawful manner, such as impersonating someone else for personal or commercial purposes.

## 5. User Account Deletion

We reserve the right to suspend or terminate your User Account upon notice from us and without prior notice, for any reason whatsoever, including but not limited to:

- Violation or attempted violation of the Terms and/or applicable law.
- Unexpected technical or security problems.
- Long periods of inactivity of your account.

In such a case, you are not allowed to create a new User Account.

## 6. Intellectual Property

### 6.1. Intellectual Property and Application Integrity

You may use the Application under a non-exclusive, limited, non-transferable, revocable license, valid worldwide and until the deletion of your User Account.

The Application structure, design, interfaces, and databases is the exclusive property of Temtem Interactive Map, excluding images and texts which are inspired by and/or belong to Crema, Temtem, and the video game's official wiki. Ultimately, the Application is in no way an official product of Temtem or Crema.

Accordingly, you may not distribute or otherwise use the Application or any portion thereof, except as authorized in writing by us. Any violation of this obligation constitutes an infringement, punishable by articles L.335-2 and following of the Intellectual Property Code.

It is also forbidden to:

- Extracting data by temporary or permanent transfer, or using the Application or its visible databases for commercial by making them available to the public in whole or in part and substantially in quantitative or qualitative terms.
- Market or distribute any component of the Application, including but not limited to the databases, the Services, the programs, the source codes, the algorithms, the methods incorporated in the Application.
- Use any device or software to interfere or attempt to interfere with the proper working of the Application; or take any action that imposes a disproportionately large load on our infrastructure.

### 6.2. Intellectual Property and License

When you create Content on the Application you grant Temtem Interactive Map a free, non-exclusive, 30 (thirty) year, worldwide license in any medium to:

- To Temtem Interactive Map to host, store, reproduce, modify, adapt, display, publish, edit, distribute and sublicense all or part of the Content for the purpose of providing the Application Services to its Users.

## 8. Indemnification, Warranty Exclusion and Liability

The Application and its Services are provided "as is". Consequently, we do not offer you any guarantee concerning them, and in particular concerning:

- The conformity of our Services to your expectations.
- The absence of interruption, errors, security breaches, infringement of the rights of third parties in the operation of the Application Temtem Interactive Map.
- The accuracy and reliability of information obtained through the use of our Services.

More generally, you acknowledge that the Internet, and any telematic network used for data transmission, may involve risks related to the lack of protection of certain data against possible misuse and risks of contamination by viruses. Also, Temtem Interactive Map cannot be held responsible for the loss or alteration of data, or for the loss of opportunity or time.

We further reserve the right, to the extent permitted by law, to modify, suspend, discontinue or limit the availability of all or any part of our Platform for business and operational reasons at any time without notice.

## **9. Data Protection and Privacy**

Users are informed that the personal data collected may be subject to data processing activities in accordance with EU Regulation 2016/679 of April 27, 2016, known as the General Data Protection Regulation (GDPR). Depending on the country from which you use the Services, other legislation might also apply, such as the California Consumer Privacy Act (CCPA).

For more details regarding the use of your personal data and your rights, we recommend that you read our Privacy Policy.

## **10. Modification of the present Terms of Use**

Temtem Interactive Map reserves the right to modify its ToS at any time. In this case, Temtem Interactive Map will publish the new versions of the ToS on the pages of the Application and will alert Users by means of a pop-up window that will appear when opening the Application.

## **11. Miscellaneous**

In the event that all or part of the provisions of the GTC are deemed illegal, unenforceable or inapplicable by a court decision, the other provisions or agreements shall remain applicable, provided that the general scheme of the contract is not disrupted. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose pursued by the Parties. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the Parties.

## **12. Applicable laws and jurisdiction**

For any claim or dispute, the user is invited in priority to contact Temtem Interactive Map at [diego.ramil.lopez@gmail.com](mailto:diego.ramil.lopez@gmail.com) to reach an amicable solution.

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an online dispute resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link:

<https://webgate.ec.europa.eu/odr/>.

Any dispute not resolved by the means indicated above will be submitted to the competent court corresponding to the place of residence of the User, located in one of the member states of the European Economic Area.