Terms of Service for use of GameKit

1. These terms of service (the "Terms") govern your use and access to the services and software (together the "Services") of Game Solutions LLC (“we” or “Our Company”), which the (“Client” or “Client Café”) facilitates for you (“you” or the “User”). This includes your access to GameKit, our game streaming -application.

Please read these Terms carefully. These Terms are a contract between you and Our Company. By using our Services, you agree to be bound by these Terms, including the Privacy Policy and Code of Conduct herein, and all other terms and policies incorporated herein by reference. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR SERVICES.

Some of our Services may from time to time be subject to additional terms and conditions, which you will be asked to accept before those Services are offered to you. These additional terms will supplement and prevail over these Terms with respect to the Services concerned.

1. Capacity
   1. Our Services are not intended for, and may not be used by, people under the age of 13. By using our Services, you represent and warrant to us that you are at least 13 years of age and are lawfully able to accept these Terms, and purchase and/or use the Services.
   2. Our Services also contain some content not intended for users under the age of 17. When creating a GameKit account, and between the ages of 13 and 17, the User must only do so with approval of a parent or guardian, and this approval must be recorded and held by the Client for review by Game Solutions LLC at any time the underage user is in the Client Café.
2. Responsibilities
   1. GameKit is a tool for gaming cafés that allows a central server to stream game instances to multiple terminals in the café. The Client Café licenses and installs GameKit on their own hardware, as defined in III. b. i. System Requirements.

You must pay the Client Café based on their contract with you and must also adhere to their terms of service and the terms of service of the game you are playing. You can use GameKit to play games from the list we have made available. We reserve the right to alter this list permanently or temporarily and without warning.

To use GameKit you must create an account by providing a UserName, email address, and password. This account allows you to participate in competitions organized by the Client Café and chat with other users in the Client Café. You may also be required to create accounts within individual games per the respective terms of service. The data for your user account is the sole responsibility of the Client Café and is inaccessible to Our Company.

Your Experience using GameKit depends directly on the Client Café’s hardware selection and appropriate maintenance. The Client Café may purposefully or inadvertently alter this experience and Our Company cannot be held responsible for this.

* 1. We are responsible for certifying functionality during GameKit’s initial setup and for fixing properly documented bugs in a timely manner. We are not responsible for hardware changes that the Client Café performs without requesting additional certification, nor are we responsible for fixing software errors that the Client Café does not report.
     1. System Requirements: To achieve an optimal GameKit Experience, we recommend the Client Café follow these system requirements.
        1. A central server capable of performing [X teraflops/ calculations] per second.
        2. A local internet connection capable of [bandwith metric]
        3. MS Windows or Linux Desktops compatible with GameKit.
        4. All peripherals necessary for connecting the server and terminals, and to allow effective user inputs in game. This may include keyboards, mice, high-refresh-rate monitors, surround-sound headphones, and high-speed ethernet cables.
  2. In the event that you experience an issue with your GameKit experience, you agree that you must first address this issue with the Client Café who will forward the issue to us if it is beyond their scope.

1. Payment
   1. By using this service, you agree to pay the Client in full accordance with the terms and conditions you agreed to with the Client. These conditions may differ from our agreement with the Client which are of no concern to you.
2. Code of Conduct
   1. While using GameKit you may have the opportunity to engage with other GameKit users through Communities including but not limited to Chat and Tournament boards. Within these communities you shall not participate in any of the following behaviors:
      1. advocating or perpetrating illegal activities of any kind, including any activities which would violate local, state, national, federal or international laws, rules and regulations;
      2. creating, uploading, linking or sharing fraudulent, defamatory or misleading content, or intending to incite crimes and offences, racial hate or suicide, justify crimes against humanity, or containing child pornography, or any other content of a violent or pornographic nature where the content could be accessed by minors;
      3. infringing any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or using the Services to share copyrighted material that you do not own or have permission to share or distribute;
      4. disseminating any harassing, slanderous, defamatory, sexually explicit, libelous, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature, or infringing the personal privacy or rights of third parties.
      5. sending unwanted messages, promotions or advertising, or spam, or modified, misleading or false source identification information, including by spoofing or phishing techniques, and in general, taking the identity of any other person whatsoever;
   2. Additionally, you shall not use GameKit in any of the following manners:
      1. hacking into third-party computer systems, hosting botnet-type aggressive services, spreading viruses, worms, spyware, time bombs or other computer programs with the purpose or effect of restricting, harming or altering the proper functioning of hardware or computer programs;
      2. posting, distributing, or otherwise making available or transmitting any software or other computer file that contains a virus, trojan horse, worm, malware or other harmful or destructive component;
      3. mining cryptocurrencies, or using GameKit’s computing power to break encryption keys;
      4. hampering or attempting to hamper, in any way whatsoever, the proper functioning of the Services, including disabling, altering, infringing or circumventing, or attempting to disable, alter, or circumvent, in any form whatsoever, any device or feature of the Services, or accessing, modifying or using non-public areas of the Services or common areas of the Services which you are asked not to access;
      5. deleting from the Service or the Software any any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or using or modifying any logo or other content of the Websites without Game Solutions LLC’s prior written consent;
      6. printing, copying or reverse engineering any code or GameKit software;
      7. taking any action that degrades, harms, disrupts or interferes with the Services, our equipment, or the security of the Services or, more generally, taking any action that could be harmful to Game Solutions LLC or other users;
      8. analyzing, probing or testing the vulnerability of any system or network.
   3. Any violation of the Code of Conduct by any user or Client employee shall remain the responsibility of the Client in the event that the Client does not take the proper action to remove the offending user and mitigate the damage caused.
   4. We are not responsible for any offensive content found within our communities.
3. Data
   1. We do not collect any sensitive personal information about you or from user account. The Client Café holds responsibility for storing and securing the Username, Password, and email address (“User Content”) that you provide when creating your account. GameKit does forward any information about you back to Our Company and provides tools for the Client Café to store any information it collects about you on-site. We hold no responsibility for your personal data.
   2. We collect anonymized statistics regarding the amount of time your username plays each individual game to facilitate payment for our software licenses. GameKit replaces your username with a randomly scrambled, but unique, identifying number and records it with the amount of playtime after each session. Each gaming session will create a new identifying number to record your data and that number is not traceable to your username with the information we have.
   3. While playing games through GameKit, you may also create additional User Content comprised of game progress data, customization files, achievements, and other assorted data. This data is at times held by The Client and at times by the Game Studio responsible for creating the game you are playing. You must consult your agreements with the Client and the Game Studio for information on this data and your rights relating to its use. By using GameKit you agree to release Game Solutions LLC and all employees from any responsibility for this User Content.
4. Intellectual Property
   1. All intellectual property associated with Game Solutions LLC and GameKit (jointly referred to as the “GameKit IP”) are proprietary to Game Solutions LLC and/or its affiliates and/or its or their suppliers, and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. GameKit IP includes, without limitation, any trademarks, logos, trade names, photographs, publications, texts, documents, descriptions, slogans, domain names, patents, know-how, Software, source code, applications, user interfaces, databases, drawings, designs and models, designs, works, images, graphs, illustrations, digital downloads, animated and audio sequences, and all other intellectual works associated with the Services.
   2. You acknowledge that by using the Services you are not acquiring any right in or title to the GameKit IP. Except as specifically permitted herein, no portion of the GameKit IP may be used or reproduced in any form, or by any means. All intellectual property rights not expressly granted in these Terms are reserved to Game Solutions LLC and its affiliates.
5. Termination by You
   1. You may decide to end your relationship with GameKit at any time, by selecting “delete account” in the account settings menu of the GameKit start page or by such other means as may be indicated by your agreement with the Client or through their company. If you decide to terminate your relationship, you will immediately lose access to GameKit and all GameKit content. You acknowledge that the termination of your relationship may result in the loss of all User Content and that we have no responsibility to preserve this User Content after you terminate your contract with us.
6. Termination by Us
   1. We expect you to comply with these Terms. Game Solutions LLC reserves the right to suspend the Services, without notice, if you breach these Terms (including, in particular, in the event of a violation of our Code of Conduct).
7. Termination by The Client
   1. You agree that the Client may terminate your contract with them at any time per their agreement with you, and we have no responsibility for this decision. In the event that the Client terminates your access to their Game Center, you will also lose access to GameKit and all affiliated services. In this case, the Client will be responsible for removing all of your User Content.
8. Territories
   1. GameKit is only accessible through one of our official and licensed Clients. Any use of GameKit outside of this official settings is a breach of the Terms.
9. Copyright
   1. We respect the intellectual property of others and ask our Users to do the same.

If you believe that any content made available on or through our Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a DMCA Notice containing to the Designated Agent identified below:

Game Solutions LLC Legal Department

legal@GSLLC.com

Game Solutions LLC – 4400 Massachusetts Ave NW Washington, DC 20016

We reserve the right to delete or disable any content alleged to be infringing, and/or terminate the subscription of repeat infringers.

1. Disclamer, liability, etc.
   1. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS.

TO THE FULLEST EXTENT PERMITTED BY LAW, (A) GAME SOLUTIONS LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES; (B) GAME SOLUTIONS LLC DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (C) EXCEPT FOR ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR GROSS NEGLIGENCE, IN NO EVENT SHALL GAME SOLUTIONS LLC OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (2) ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, OR PROFITS, OR THE LOSS OF USER CONTENT, OR (3) ANY DAMAGE TO USER’S HARDWARE OR SOFTWARE, EVEN, IN EACH CASE, IN CIRCUMSTANCES WHERE GAME SOLUTIONS LLC WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW, GAME SOLUTIONS LLC AND ITS AFFILIATES’ LIABILITY FOR ALL CLAIMS RELATING TO ANY SERVICE WILL BE CAPPED AT THE HIGHER OF $100 OR THE AMOUNTS PAID BY YOU TO GAME SOLUTIONS LLC FOR THE SERVICE CONCERNED, DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

FINALLY, YOU WILL DEFEND, INDEMNIFY AND HOLD GAME SOLUTIONS LLC, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, COST, LIABILITY, LOSS OR SETTLEMENT INCURRED IN CONNECTION WITH A THIRD-PARTY CLAIM ARISING OUT OF OR IN CONNECTION WITH A VIOLATION BY YOU OF ANY OF THESE TERMS.

1. Amendment of the conditions
   1. Game Solutions LLC may from time to time amend these Terms. In that case, you will be asked to accept the amended Terms. If you do not accept the amended Terms, you will be unable to access GameKit and other affiliated Services. You must consult the Client for further information if you refuse to accept our updated Terms.
2. Miscellaneous
   1. These Terms constitute the entire agreement between you and Game Solutions LLC with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.
   2. Game Solutions LLC’s failure to enforce a provision of these Terms shall not be deemed a waiver of its right to do so in the future. If a provision of these Terms is found to be unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting as closely as possible the intent of the parties. You may not assign any of your rights under these Terms, and any such attempt will be void. Game Solutions LLC may assign its rights to any of its affiliates, or to any successor in interest of any business associated with the Services.
3. Applicable law; Disputes
   1. These Terms will be governed by Washington, DC law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.
   2. The parties shall endeavor to settle any disputes regarding these Terms or the Services amicably before submitting the case to the competent courts.
   3. To that effect, before filing a claim against us, you agree to try to resolve the dispute informally by opening a support ticket on your account page. We will try to resolve the dispute informally. If a dispute is not resolved within fifteen days of submission, you or we may bring a formal proceeding.
   4. Any judicial proceeding to resolve claims relating to these Terms or the Services shall be brought in the federal or state courts of Washington, District of Columbia, subject to the mandatory arbitration provisions below. Both you and we consent to venue and personal jurisdiction in such courts.
4. Mandatory Arbitration
   1. You and we agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator.
   2. You can decline this agreement to arbitrate by submitting an opt-out form within 30 days of first registering your account. The opt out form can be obtained at no charge from Game Solutions LLC by sending a request by electronic mail to optout@GSLLC.org. However, if you agreed to a previous version of these Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding.
   3. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Washington, DC, or any other location we agree to. The AAA rules will govern payment of all arbitration fees.
   4. Notwithstanding the foregoing, either you or we may assert claims in small claims court in Washington, DC or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, violation of these Terms, or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Washington, District of Columbia to resolve your claim.
   5. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are NOT allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

References/ Adapted From

<https://shadow.tech/usen/terms>

<https://www.termsfeed.com/blog/sample-terms-and-conditions-template/#Download_Terms_and_Conditions_Template>

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