**Terms of Service**

Effective date: June 24, 2024

These Terms of Service explain your rights and obligations in using mobile application provided by DARK HALO LIMITED. We refer to Mobile App users as users ("Users") of DARK HALO LIMITED's Services ("Services") whether as a guest or registered player.

**Please read the Services carefully. By continuing to use the Services, you agree that you have read and are bound by these terms. If you do not agree to these terms, you must not use the Websites or the Mobile App.**

These Terms of Service include important agreements about your rights and the rights of DARK HALO LIMITED, including a binding agreement about how to resolve any disputes between us connected to the Services.

**I. ABOUT AVAILABILITY OF THE ONLINE SERVICES**

**SOLE CONSIDERATION**. You agree that our sole offer to you in connection with the Services is to provide them as-are, or as modified by us in our sole discretion, until such time as we should choose to discontinue the Services or any component of the Services.

**SERVICES PROVIDED AS-ARE**. You agree to use the Services as-are. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT ACCESS TO THE SERVICE BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS ARE" AND "AS AVAILABLE," AND WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.

other account or service are not the responsibility of DARK HALO LIMITED. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of These Terms of Service. For certain Services, DARK HALO LIMITED may require you to verify your phone number and consent to a one-time SMS message sent through a third-party service provider. You are responsible for providing your accurate phone number for verification purposes.

**ONLINE SERVICES SUBJECT TO CHANGE**. You agree that we may change or discontinue the Services in our sole discretion and without prior notice. You agree that you will not rely on the continued availability of the Services in taking any action, refraining from any action, or entering into any commitment.

**IF IMPORTANT, KEEP A COPY**. You agree that unless otherwise specified any Account Information which you upload or provide via the Services may be modified or deleted without prior notice and at DARK HALO LIMITED's sole discretion. Therefore, to the extent any Account Information has importance to you, you agree to maintain an original copy separate from these Services.

**II. ABOUT YOUR ELIGIBILITY FOR THE ONLINE SERVICES**

**YOUR AGE**. The Services are intended for use by individuals 12 years of age and older. You are not permitted to use the Services, establish an Account, or provide Account Information if you are under 12 years of age.

**III. ABOUT YOUR RESPONSIBILITY FOR THE SERVICES**

**YOUR LIABILITY**. You are fully responsible for how you use our Services. You agree to indemnify and hold harmless us and our directors, officers, employees, service providers, vendors, and agents from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to any use of the Services by you or that occurs because of you.

**PROHIBITED USE OF THE SERVICES**. You may not create a user name, post, upload, email or otherwise transmit to DARK HALO LIMITED submissions of any kind that are, within the sole discretion of DARK HALO LIMITED, determined to be commercial, illegal, offensive or potentially harmful to others.

**IV. ABOUT INTELLECTUAL PROPERTY**

**OUR INTELLECTUAL PROPERTY**. You acknowledge and agree that DARK HALO LIMITED or its third party licensors own the contents of the Services and all copyrights and all other right, title and interest in and to such content, and you agree not to challenge, directly or indirectly, DARK HALO LIMITED's ownership (or that of its licensors) in and to such content. Nothing contained in the Services or in these Terms of Service should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any name, logo, trademark or service mark displayed in the Services without the written permission of DARK HALO LIMITED or such third party that may own the trademark displayed via the Services, and you may not use any name, logo, trademark, or service mark available via the Services without prior written approval by DARK HALO LIMITED. Except as expressly permitted in these Terms of Service, you may not copy, display, distribute, perform, create derivative works of, or otherwise use the Services or their content.

**COPYRIGHT VIOLATIONS**. If you believe in good faith that any material provided through the Service infringes upon your copyright, you may send notice to DARK HALO LIMITED requesting that the material or access to the material be removed, pursuant to the Digital Millennium Copyright Act ("DMCA") .The notice must include all of the following:

An electronic or physical signature of the copyright owner or person authorized to act on behalf of the copyright owner; sufficient identification of the allegedly infringing material; sufficient information as to the location of the allegedly infringing material so that it may be found and identified; the complainant's name, address, telephone number and, if possible, email address; a written statement by the complainant of a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and a statement by the complainant, under the penalty of perjury, that the information in the notification is accurate, and under penalty of perjury, that the complainant is the owner or is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send DARK HALO LIMITED a counter-notice. All notices with respect to DARK HALO LIMITED should be sent to the DARK HALO LIMITED Copyright Agent. DARK HALO LIMITED suggests that you consult your legal advisor before filing a notice or counter-notice. You expressly acknowledge and agree that DARK HALO LIMITED shall not be liable to you under any circumstances for declining to replace material. Also, be aware that there can be penalties for false claims under the DMCA.

**V. ABOUT HOW WE WILL RESOLVE CONFLICTS BETWEEN US CONCERNING THE SERVICES**

**NO CLASS ACTIONS; NO JURY TRIAL**. You agree that you will only sue us as an individual in any dispute connected with the Services. You agree that you will not file a class action, or participate in a class action. You agree that you will not join any claim you may have against us with the claim of any third party. You waive any right to a trial by jury.

**BINDING ARBITRATION**. You and we agree that at the election of either party, any dispute connected with Services between us may be sent to binding individual (non-class) arbitration to be administered by JAMS, Inc. ("JAMS"). If, for any reason, JAMS is not available or will not hear the case, you or we may file our case with any national arbitration company. You and we agree that the arbitrator shall not have any power to consider, hear, entertain, or grant any class arbitration.

**STANDARD OF CARE**. You agree that our sole obligation to you in connection with the Services is to provide the Services as-is. You agree that unless we do something that is grossly negligent or an act of willful misconduct in connection with the Services, we will not be liable to you or to any third party.

**LIMITATIONS ON LIABILITY**. If, for any reason, we are judged liable to you connected with Services, you agree that your recovery will be limited to your actual damages, measured by actual out-of-pocket economic loss. You agree that you will not ask for any consequential, special, punitive or exemplary damages, or indirect or lost profits. You agree that even if you request these types of damages, a court or arbitrator cannot award them to you. You understand and agree that the price of these Services would be significantly higher but for these limitations on liability. This limitation on liability shall not be construed to apply to any damages or other substantive remedies available via statute.

**WE'RE NOT RESPONSIBLE FOR ALL CIRCUMSTANCES**. You also agree that we are not responsible for anything beyond our control. For example, we are not liable: for Service interruptions caused by problems with the communications network; for problems caused by any Internet service provider; for your computer or its programs failing; for the acts of criminal attackers, whether in real-time or automated (e.g., viruses); other technologically harmful material that may infect your computer equipment, computer programs, data or proprietary material due to your use of the Websites or Mobile Apps or to your downloading of any content on it, or on any website linked to it; or for errors in information provided to us upon which we reasonably rely. These are only examples. We assume no responsibility for the content of websites linked on the Websites or Mobile Apps. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

**VI. ABOUT CHANGES TO THIS AGREEMENT**

**TERMINATION BY US**. We reserve the right to terminate this Agreement, in our sole discretion. We may terminate this Agreement prior to sending you written notification. For example, we will terminate the account of any User who threatens or harasses any other User.

**AMENDMENTS**. These Terms of Service may be updated from time to time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on the Websites. Where the changes are material, we may also choose to email all our registered users with the new details and it is within our sole discretion whether or not we choose to do so. The date of the most recent revisions will also appear on this page.