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7. * use automated scripts to collect information from or otherwise interact with the Services;
8. * impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
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- 17.* any content that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- 18.* any content that is deliberately designed to provoke or antagonise people, especially trolling, or is intended to harass, scare, distress, embarrass or upset people;
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- 20.* any content that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
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If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an “App Provider”), then you acknowledge and agree that:

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2. * App Provider has no obligation to furnish any maintenance and support services with respect to the App.
3. * App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
4. * In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, Maniaco Games LLC will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
5. * You must also comply with all applicable third-party terms of service when using the App.
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4. * Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Maniaco Games LLC or any of Maniaco Games LLC's providers or any other third party (including another user) to protect the Services or Content;
5. * Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Maniaco Games LLC or other generally available third-party web browsers;
6. * Use any meta tags or other hidden text or metadata utilizing a Maniaco Games LLC trademark, logo URL or product name without Maniaco Games LLC's express written consent;
7. * Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
8. * Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
9. * Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
10. * Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
11. * Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
12. * Impersonate or misrepresent your affiliation with any person or entity;
13. * Violate any applicable law or regulation; or
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Dispute Resolution

If you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association. Review this section carefully. This arbitration provision limits your and Our ability to litigate claims in court and you and Maniaco Games LLC each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Us in any state or federal court. You agree that if you do sue Us in state or federal court, and We bring a successful motion to compel arbitration, you must pay all fees and costs incurred by Us in court, including reasonable attorney's fees.

Arbitration Rules

arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the

Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

The arbitration will be conducted in Miami-Dade county. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Maniaco Games LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Class or Collective Action Waiver

You agree that you will not file a class action or collective action against Us, and that you will not participate in a class action or collective action against Us. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms of Use, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court. Under no circumstances do you or We agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

We agree that We will not file a class or collective action against you, and that We will not participate in a class or collective action against you, for any disagreement arising out of, connected to, or in any way related to these Terms

of Use. We agree that We will submit all disputes with you to arbitration before the Arbitrator.

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Other Terms and Conditions

If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect.

Force Majeure

Neither Maniaco Games LLC nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

General

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