



Bazada Games LLC Terms of Service

I. Terms

Please read these Terms of Service and any applicable Game Guidelines (“Guidelines” and, collectively, “the Terms”), as the Terms and Guidelines govern your use of the Bazada’s services and participation in any and all products, services and/or games by Bazada. The Terms also govern your interaction with any websites owned and/or operated (“Sites”) by Bazada, purchase of any Bazada merchandise, participation in Bazada live events or promotions and general use of any Bazada products or services (collectively “Services”).

Terms are entered into between you and Bazada Games LLC, a limited liability company registered to do business under the laws of the State of Rhode Island. Bazada Games LLC is also referred to as “Bazada” in these Terms.

If you breach these Terms, Bazada may take action against you, including but not limited to terminating your account. You acknowledge that Bazada has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

II. Privacy Policy

This Privacy Policy covers Bazada Games LLC use of any information that can or could be used to identify you (“Personal Data”), but does not pertain to any information that cannot be used to identify you.

Bazada’s Services are designed to be interactive and be utilized on a digital and/or virtual platform. To provide the Services, Bazada requires information about you, and we only use your information where we have a legal basis to do so. Bazada Games LLC is the data controller responsible for making decisions about how your personal information is used.

III. Use of Services

3.1 Eligibility for Use

The use of Bazada’s Services is subject to the within Terms. To use certain Services, you will have to create an account with Bazada, and you will also need access to an Internet connection and a mobile phone with a supported operating system. You agree that you won’t disclose your account password to anyone and you will notify is immediately of any unauthorized use of your account. Bazada takes its obligations related to account security seriously, however, you are responsible for all activities that occur under your account, whether you are aware of them or not.

3.2 Account Access

Access to your account and use of the Services may be suspended or terminated, at Bazada's sole discretion, at any time, without notice to you. Such suspension and/or termination may occur for a variety of reasons, including, but not limited to: (a) if you fail to comply with these Terms; (b) if we suspect fraud, cheating, or misuse by you of Services; or (c) if we suspect any other unlawful activity associated with your account. If your account is not used, logged into, or remains otherwise inactive for a period of time, you will receive notification through the Services prior to termination of your account. You may terminate your account at any time. Upon termination of your account, all applicable Terms contained herein shall survive.

3.3 Use of Services by Children

Unless otherwise expressly permitted for a particular Service, children are not allowed to use the Services. Child(ren) is (are) defined as under thirteen (13) years old. For Services that permit child participation, verified consent must be provided by the parent(s) and/or legal guardian(s) of said child(ren). To the extent permitted by law, Bazada declines any responsibility related to any activities conducted by a child with or without the permission of a parent and/or legal guardian. If you are a parent and/or legal guardian and you give permission for your child to register for one or more of the Services, you thereby agree to the Terms relating to Use of the Services by your child.

3.4 Cheating

Bazada prohibits cheating and takes steps to improve anti-cheat measures. Cheating includes any action that attempts to or actually alters or interferes with the normal behavior or rules of a Service. Cheating includes, but is not limited to: (a) accessing the Services in any manner not expressly authorized by the Terms; (b) using multiple accounts for the same Service; (c) sharing accounts; (d) altering or falsifying a device's location by any means; and/or (e) selling and/or trading accounts.

IV. Content Rights

Subject to compliance with the Terms, Bazada grants you a personal, noncommercial, nonexclusive, nontransferable, revocable, limited license to download and/or use the Services, including text, software, graphics, photos, media, communications and the like. You consent to and approve of Bazada's recording and/or use of your image, likeness, name, dialogue, biographic information, personal characteristics and voice, royalty free.

V. Player Guidelines for Participation in Events

5.1 Player Guidelines

Bazada Games LLC wants its games to be a fun and safe experience for all players and the general public. The following guidelines help ensure that you and other players enjoy the experience, and any violation of the following guidelines may result in the permanent suspension of your account:

- (1) Treat others with respect;
- (2) Be aware of your surroundings at all times;
- (3) Adhere to all state and local laws, ordinances and/or regulations;
- (4) Always use your best judgment with respect to your health, safety and welfare;
- (5) Avoid inappropriate content; and
- (6) No cheating.

These guidelines are non-exhaustive and Bazada may add further guidelines at any time without notice.

5.2 Event Participation

Participation in Bazada's events is expressly contingent upon conformance with the above guidelines, applicable law, these Terms, and any policies specific to a particular event. All participating minors must be accompanied by a parent and/or legal guardian. Unless prohibited by law, by participating in Bazada's events, you willingly, knowingly and voluntarily assume any and all risks occurring before, during or after an event, including injury by any cause and damage, loss, or theft of property. You acknowledge that certain activities and/or events have inherent and unforeseen risks, including, but not limited to: (a) contact or collision with persons or objects; (b) physical obstacles and/or terrain; (c) equipment related hazards; (d) weather related hazards; (e) inadequate first aid and/or emergency measures; and (f) judgment and/or behavior problems.

VI. Third-Party Websites or Resources

Services and/or Bazada's events may contain links to third party websites, resources and/or locations. Bazada's events and/or Services may include use and/or access to third-party property, including public land (e.g., state or municipal parks) and private property (e.g., store fronts, parking lots, etc.). You willingly, knowingly and voluntarily agree to assume the risk of said use and/or access to any third-party property. You expressly agree to conduct yourself safely, responsibly and respectfully when using and/or accessing third-party property. You expressly agree to indemnify and hold harmless Bazada for any injury and/or consequences related to your conduct, use and/or access to or on third-party property.

VII. Disclaimer of Warranties

To the extent permitted by law, the Services are provided “AS IS,” without warranty of any kind. Without limiting the foregoing, Bazada explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or noninfringement and any warranties arising out of the course of dealing or usage of trade. No warranty is made that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No warranty is made regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any content. You assume all risks related to your online or offline communications and interactions with other users of the Services with other persons with whom you communicate or interact as a result of your use of the Services. Bazada does not screen or inquire into the background of any users of the Services.

VIII. Limitation of Liability

To the extent permitted under applicable law, neither Bazada nor any other party involved in creating, producing, or delivering the Services will be liable to you for any indirect, incidental, special, punitive, exemplary, or consequential damages, including: lost profits; loss of data or goodwill; service interruption; computer damage or system failure or the cost of substitute services; arising out of or in connection with these Terms; from the use of or inability to use the Services; from any communications, interactions, or meetings with other users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, regardless of basis and/or legal theory and whether or not Bazada has been advised of the possibility of such damages. This limitation of liability shall apply to the fullest extent permitted by applicable law.

IX. Miscellaneous Provisions

9.1 Entire Agreement

The within Terms constitute the entire and exclusive agreement between Bazada and you regarding the Services, and said Terms supersede and replace any all prior and/or other agreements, either written or verbal, between Bazada and you.

9.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible and all other provisions of these Terms will remain in full force and effect.

9.3 Force Majeure

Neither Bazada, any user, nor any other party involved in creating, producing, or delivering the Services shall be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

9.4 Notice

Any notices or other communications provided by Bazada under the within Terms, including those regarding modifications to the Terms, will be given: (a) *via* email, or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted to any email address associated with your account. Any and all questions, notifications, requests and/or communications by you, related to the Terms and/or Services shall be delivered to Bazada by certified mail or email to the mailing and/or electronic mail addresses provided within these Terms.

9.5 Waiver

Bazada's failure to enforce any right or provision of the within Terms will not be considered a waiver of the right or provision. The waiver of the right or provision shall only be effective if in writing and signed by a duly authorized representative of Bazada.

9.6 Contact Information

Any and all questions, notifications, requests and/or communications related to the Terms and/or Services shall be directed to Bazada Games LLC either *via* email at support@bazadagames.com or by mail at PO Box 1463, Coventry, RI 02816.