

# TERMS OF SERVICE

Brainiac Games LTD, with its registered address at 2nd Floor 2 Woodberry Grove, North Finchley, London, United Kingdom, N12 0DR ("Brainiac Games", "We", "Us" or "Our") offers its users entertaining games that are available to play on mobile devices.

These terms of service (the "**Terms**") constitute a legally binding agreement between end user of the Services ("**You**") and Brainiac Games governing your online and offline use of the software and collection of services offered on our website (the "**Site**") and in our apps and their updates, as well as related services (collectively "**Services**"), and affecting your legal rights (the "**Agreement**").

Please read these Terms and our Privacy Policy as well as other terms referenced in this document carefully as you must agree to (and comply with) them, accept them and agree to be bound by them before you may use the Site. ACCESSING OR USING ANY PART OF THE SERVICES INDICATES THAT YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THE TERMS, AS WELL AS ALL OTHER RULES, POLICIES AND PROCEDURES RELATING TO OUR SERVICES THAT WE MAY PUBLISH FROM TIME TO TIME.

By installing and/or using the Services, You agree to be bound by the term of these Terms and additional agreements, defined in the section Third Party Services.

If You download the app from any other online market for software applications that operate on devices powered by the operating system not expressly stated herein, you acknowledge that You have reviewed and accepted the terms of service applicable to such market.

Digital environment and law governing it change frequently, thus we reserve the right to make changes to these Terms at any time. When we do so, we'll provide you with prominent notice by displaying it on the Site. Your continued access or use of the Site in any manner constitutes assent to any existing and new Terms that may be posted on the Site.

Our apps are offered and controlled by Brainiac Games from its facilities in the UK and data related to the Services is hosted in the UK. The data that is collected from our business partners via their SDKs will be stored in accordance with their privacy policies. If you access or use the Services from other jurisdictions, you do so at your own risk. We make no representations that the Services are appropriate or available for use in other locations. You are responsible for knowing and complying with applicable laws of your jurisdiction. If such laws conflict with your use of the Services, you are not permitted to use them.

## **ELIGIBILITY**

We offer our apps free of charge. Any person who uses the Services represents to Us that they are at least age of majority under applicable law years of age, or if under the age of majority that they are either an emancipated minor, or possess the legal consent of a parent or legal guardian, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms, and to abide by and comply with this Terms.

## **LICENSE - YOUR RIGHTS AND RESTRICTIONS**

Subject to full compliance with these Terms, we hereby grant you a personal, limited, worldwide, non-exclusive, non-transferable license for the term of these Terms to make use of our Services, as well as to access and make non-commercial, personal use of the Content (the “**License**”).

The sole purpose of this License is to enable you to use and enjoy the benefit of the Services in the manner permitted by these Terms.

You agree that you are using our Services for your own personal and non-commercial use and that you will not use our Services or any portion thereof in any manner not expressly permitted by these Terms and/or applicable law, including without limitation, reproduce, copy, modify, adapt, create derivative works from, publish, print, transmit, distribute, display, sell, license, or otherwise transfer and make available by uploading, posting, emailing, transmitting or otherwise; and will not directly or indirectly induce, instruct or allow any person to do so.

Our software is merely licensed and not sold, to you, so We retain all rights, titles and interests of all copies of our software applications even after installation on your personal electronic devices.

You shall not reverse-engineer, decompile, disassemble or modify our Service or any portion thereof or circumvent any technology used to protect the Service and the Content, unless permitted by applicable law.

You shall further restrain from:

- interfering with the proper working of the Services by any action that either imposes, or may impose, an unreasonable or disproportionately large load on Our infrastructure, artificially increases download count, bypasses measures we may use to prevent or restrict access to the Services and access to users’ data that we might collect or otherwise manipulate the Services by using a script or other automated process;

- modifying, adapting or hacking the Services or modifying another website

so as to falsely imply that it is associated with Brainiac Games;

use of the Service in a manner that is unlawful, fraudulent or deceptive;

distributing or transmitting any code, virus or any other technologies, whether now known or yet to be developed, that may harm the Services or Brainiac Games's users;

resell, copy, transfer, distribute, display, translate, modify the Services or make derivative works of our apps or any part thereof;

use of the Service in a manner that uses or launches any automated system to access Brainiac Games's website or computer systems;

sublicensing, renting, leasing transferring or otherwise distributing the Services or rights to use the Services;

use the service to try to gain unauthorized access to any service, data, account or network by any means;

use of the Service in a manner that harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party;

use of the Service in a manner that encourages conduct that would constitute a criminal offense, or would give rise to civil liability.

These Terms does not entitle You to receive, and does not obligate Us to provide hard copy documentation, support, telephone assistance or enhancements or updates to the Services.

## **OUR INTELLECTUAL PROPERTY**

Except when expressly stated otherwise, these Terms do not grant you any rights or license regarding our trademarks and domain names or other brand features, as well as our copyrights or any other intellectual property rights, whether for commercial or non-commercial use.

## **INTELLECTUAL PROPERTY RIGHTS POLICY**

We take intellectual property rights seriously and expect other to do the same.

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, trade names, proprietary rights, copyright rights, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, musical works, settings, artwork, mask work rights, sound effects, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications

therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

If you are the owner of the intellectual property right or a person authorized to act on owners' behalf and believe in good faith that any Content made available through Brainiac Games Services infringes your intellectual property right, please let us know. You may submit a written notice of alleged copyright/intellectual property rights infringement to our designated copyright agent at the following address:

**Brainiac Games LTD**  
**2nd Floor 2 Woodberry Grove, North Finchley,**  
**London, United Kingdom, N12 0DR.**

or

[info@chess-universe.net](mailto:info@chess-universe.net)

A notification of alleged copyright/intellectual property rights infringement should include:

- (1) A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (2) Identification of the copyrighted work/intellectual property right claimed to have been infringed, or, if multiple copyrighted works/intellectual property rights are covered by a single notification, a representative list of such works.
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit as to locate the material.
- (4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright/intellectual property rights owner, its agent, or the law.
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the above listed notice requirements, your notice may not be valid and may not be taken into consideration or investigated upon.

When properly notified by a rightful person that any Content infringes a copyright, we shall expeditiously investigate the claim and may in our absolute discretion take appropriate actions.

## **THIRD PARTY SERVICES**

Our Service is integrated with third party applications, websites, and services (“**Third Party Services**”) to make Services easily available to you and this is the way to monetize our Services. Such Third Party Services may have their own terms of use, privacy policies and other conditions of services by which your use of these Third Party Services will be governed. You understand and agree that we are not responsible or liable for the content and actions of any Third Party Services or for any transaction you may enter into with their providers.

If you have downloaded the Our app from the Apple, Inc. (“Apple”) App Store or if you are using the app on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Brainiac Games only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the app to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the app infringe that third party’s intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have downloaded the app from Android platform: Android Market “Terms of Service” (located online at <https://play.google.com/store>) and the Android Market Business and Program Policies (located online at <http://www.google.com/mobile/android/market-policies.html>), if You are downloading the app from the Google Play.

## **IN-APP PURCHASES**

Although some of our Applications are free to download, all of our Applications may offer in-app purchases (“In-App Purchases”). Even though our free-to-download Applications offer In-App Purchases, You can all Applications and all of the features necessary to progress within said Applications without making any In-App Purchases using real money.

In-App Purchases may be made only upon entering Your app store password and You are responsible for maintaining the security of such password. Your authentication and security maintaining is subject to the specific terms of the app store and the operating system (“OS”) of Your mobile device. **You should be aware of the iOS’ 15-minute and Android’s 30-minute window after downloading an Application, during which time In-App Purchases may be made without the insertion of an app store password. You should also take into account that OS 2.1 or older versions of Android mobile phones do not require the entering of an app store account password to carry out In-App Purchases.**

By completing an In-App Purchase You obtain a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual currency, virtual items, and other virtual content (“Virtual Items”) within our Application. Virtual Items are not redeemable or subject to refund and cannot be traded outside of the Application for money or other items of value. We may manage, regulate, control, modify or eliminate Virtual Items and the price for Virtual Items at any time, with or without notice. We shall have no liability to You or any third party in the event that We exercise any such rights.

By signing up for a subscription, You agree that Your subscription will be automatically renewed and, unless You cancel Your subscription, You authorize us to charge Your account for the renewal term. The period of auto-renewal and the price of subscription will be the same as Your initial subscription period and price, unless otherwise disclosed to You at the time of sale. You can manage Your subscriptions in Your app store account settings. **You should be aware that deleting the Application from Your device does not always result in the cancellation of Your subscription.**

**In-App Purchases range from USD 0.89 to USD 99.99.** All rates are in USD currency and are subject to change and localization to the local currency, which shall be done by the app store from which You downloaded the App, meaning that the prices may vary plus/minus 15%. You should always check the prices in the Application to get the real values of the Virtual Items You want to buy in Your territory.

In-App Purchases are subject to the payment terms and conditions of the mobile platform (e.g. iOS Platform, Android Platform, Windows Platform, etc.) from which You make Your purchase. We do not control or manage the payment process. Please review the relevant terms and conditions of the applicable platform provider before making any In-App Purchases.  
**ALL PURCHASES ARE FINAL. YOU HEREBY ACKNOWLEDGE THAT WE**

ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS/SUBSCRIPTIONS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

## **ACCESS**

You must provide at Your own expense the equipment, Internet connections or mobile devices and/or service plans to access and use this app. We do not guarantee that Our apps are available in all geographic locations. You acknowledge that when You use Our app, Your wireless carrier may charge you fees for data, messaging, and/or other wireless access. Check with Your carrier to see if there are any such fees that apply to You. You are solely responsible for any costs You incur to access this application from Your mobile device and/or PC device. Your right to use Our app is also predicated on Your compliance with any applicable terms of agreements You have with third parties when using the Services.

## **AVAILABILITY OF SERVICES**

Due to the continuous development and growth of our Services, the availability of Services is subject to change. We will do our best to keep our Services available at all times. However, we cannot guarantee that the Services will be continuously available without interruption.

You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you. You further acknowledge and agree that the Services may be temporarily unavailable for causes beyond our control.

We shall not be liable to you for any disruptions of Services as a result of interruptions arising from the foregoing.

## **PRIVACY**

We view protection of Artists' and Users' privacy as very important. We use your information only as described in our [Privacy Policy](#) which is a part of this Terms.

## **CUSTOMER SUPPORT**

If you have any concerns regarding the use of our Services contact us by email: [info@chess-universe.net](mailto:info@chess-universe.net)

## **TERM**

The terms of these Terms shall commence on the date You install or

otherwise use the Services and shall end on the earlier of the date of Your disposal of the Services or Brainiac Games' termination of this Terms. You may terminate these Terms by uninstalling Our app or ceasing to use the Site. Uninstalling Our app does not result in a refund of the potential amount paid in it. We reserve the right, using its sole discretion, to terminate these Terms, request that You remove Our app from Your device for any reason, including but not limited to Brainiac Games' reasonable conclusion that You have violated the Terms. Promptly upon termination, You must cease all use of Our app and destroy all copies of Our app in your possession or control. Termination will not limit any of Brainiac Games' other rights or remedies at law or in equity.

## **WARRANTY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS**

We endeavor to provide the best service we can, but you understand and agree that the service is provided "as is" and "as available", without express or implied warranty or condition of any kind. We do not represent or warrant that the site, content, or security of the transmission of content on the site (i) will be uninterrupted, (ii) will be free of defects, inaccuracies or errors, (iii) will meet your requirements or (iv) will operate in the configuration or with other hardware or software you use. We make no warranties other than those made expressly in these terms, and hereby disclaim any and all implied warranties including, without limitation, warranties of fitness for a particular purpose, merchantability and non-infringement.

You use services at your own risk. To the fullest extent permitted by applicable law, Brainiac games and all owners of the content make no representations and disclaim any warranties or conditions of non-infringement.

To the fullest extent permitted by applicable law, Brainiac games does not warrant that the service is free of malware or other harmful components and makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party applications (or the content thereof), user modified content, or any other product or service advertised or offered by a third party on or through the services or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Brainiac games is not responsible or liable for any transaction between you and third party providers of third party applications or products or services advertised on or through the service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Brainiac games shall create any warranty on behalf of Brainiac games in this regard. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the service is to uninstall any Brainiac games software and to stop using the service. While

Brainiac games accepts no responsibility for third party applications or the content thereof, and while your relationship with such third party applications may be governed by separate agreements with such third parties, to the extent permitted by applicable law, your sole and exclusive remedy, as with respect to Brainiac games, for any problems or dissatisfaction with third party applications or the content thereof, is to uninstall and/or stop using any such third party applications.

To the fullest extent permitted by law, in no event will Brainiac games, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors (the “**indemnified parties**”) be liable for

(1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Brainiac games service, third party applications, or third party application content, regardless of legal theory, without regard to whether Brainiac games has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; (3) any personal injury and/or property damage or (4) aggregate liability for all claims relating to the Brainiac games service, third party applications, or third party application content more than the amounts you actually paid to the Brainiac games for using its services during the prior twelve months in question, to the extent permissible by applicable law.

This does not affect your statutory rights as a consumer.

## **INDEMNITY**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold the indemnified parties harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to any claim demand or action brought or asserted against any of the indemnified parties: (1) alleging facts or circumstances that would constitute your breach of the terms; (2) arising from, connected to or related to the content or any activity in which you engage on or through the services; and (3) your violation of any law or the rights of a third party.

You agree that a breach of this terms will cause irreparable injury to Brainiac games for which monetary damages would not be an adequate remedy and Brainiac games shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

## **GENERAL**

### **(1) Scope**

These Terms set forth the general terms and conditions which shall govern

the relationship between Brainiac Games and its users.

## **(2) Interpretation**

Headings are for reference purposes only and do not limit the scope or extent of such section and shall not affect the interpretation hereof.

## **(3) Termination and Survival**

You may terminate the Agreement at any time by either deleting all Our apps or ceasing to use the Services.

We may terminate the Agreement and cease to provide our Services if required by law or due to commercial or technical unavailability.

Before doing so, we will provide prominent notification.

The following Sections shall survive termination of these Terms:

License, Warranty Disclaimers, Exclusions and Limitations, Indemnity, Resolution of Disputes and Governing Law.

## **(4) Severability**

If any provision of these Terms is held to be invalid or unenforceable, for any reason or to any extent, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted by applicable law.

## **(5) Governing Law**

These Terms shall be governed by, construed and enforced in accordance with the UK laws, without regard to or application of UK conflict of law principles.

## **(6) Resolution of Disputes**

Except as otherwise stated herein, any claim or controversy between the Parties arising out of or relating to these Terms (including its formation, interpretation, performance and breach) shall be referred to and finally resolved by arbitration under the LCIA Rules.

Costs and expenses for the arbitration procedure from the preceding paragraph shall be divided between the parties according to the success in the arbitration process.

## **(7) Waiver**

All failure or delay to exercise or enforce any right or provision of these Terms or any rights under applicable law shall not constitute a waiver of any of those provisions or rights.

**(8) English language**

By accepting these Terms you acknowledge that you are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the conditions of this Terms.

**(9) Entire Agreement**

Other than as stated in these Terms or as explicitly agreed upon in writing between you and Brainiac Games, Privacy Policy and these Terms constitute all the terms and conditions agreed upon between you and Brainiac Games and supersedes and replaces all inconsistent representations, any prior agreements in relation to the subject matter of these Terms, whether written or oral.

Please note, however, that other aspects of your use of the Services may be governed by additional agreements, such as, for example, agreements governing your free or discounted trial versions of our Services or products within the Services. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

Brainiac Games LTD, last updated August 2020