

## **Terms and Conditions**

(*"Terms and Conditions"*)

**Jukegame.io and Juke:** are products of JukeGame;

**Juke:** means the online multiplayer "capture the flag" game entitled Jukegame.io, as available on this Site (as defined below) and includes all related games, software, applications, products or services relating to the Jukegame.io;

**JukeGame:** is the owner of all Intellectual Property Rights ("IPRs", as defined below) in this Site (as defined below) and Juke;

**Intellectual Property Rights:** means all registered and unregistered (whether capable of registration or not), including but not limited to copyright, design, goodwill, graphics, images, patents and trademarks and any other IPRs;

**Site:** means the URL at [www.jukegame.io](http://www.jukegame.io)

**We, Our or Us:** means Jukegame; and

**You or User(s):** means any actual or potential User(s) of the Site and Juke.

### **Terms of use**

These Terms and Conditions govern the content and your use of the Site and/or Juke and the resulting service that we may provide to you. Your use of the Site and/or the Juke (which includes viewing or accessing them in any way) entails your acceptance of these Terms and Conditions detailed below and constitutes a legally binding acceptance of them. If you do not agree to these Terms and Conditions you must not access or use our Site and/or the Juke and you should refrain from doing so unless you consent to these Terms and Conditions. A minor (being anyone under the age of 13) should seek consent from his or her legal guardian before using and/or accessing the Site and/or Juke.

### **Changes to Terms and Conditions**

We reserve the right to modify, alter and update the content of these Terms and Conditions at any time and without any notice. It is your responsibility to check these Terms and Conditions regularly so that you are aware of any such changes. Your continuing use of the Site constitutes your acceptance to those changes. The current Terms and Conditions will be posted here: [http://www.jukegame.io/legal/Terms\\_and\\_Conditions\\_JUKEGAME.pdf](http://www.jukegame.io/legal/Terms_and_Conditions_JUKEGAME.pdf)

### **Uploading content to the Site**

Any content that You upload to the Site, will be considered non-confidential and non-proprietary. You agree to transfer all ownership rights in any content You provide to Us, so that We can use, store, copy, distribute and make it available to Users of the Site and/or any third parties. We reserve the right to remove any content that You upload to the Site, without notice, if We believe that it is not in accordance with these Terms and Conditions and/or our User Rules and therefore unacceptable for display on this Site.

### **Changes to this Site**

We reserve the right to change or alter the content(s) of this Site and/or the Juke at any time and without notice.

### **Age restrictions**

We do not target the Site and/or Juke or its services to Users under 13 (thirteen) years of age. We may place certain access restrictions in relation to Users under 13 years of age. You agree that if you assist Users under 13 (thirteen) years old to access the Site and/or Juke, with Your computer, Internet enabled device, Internet connection and/or facilities (whether owned, leased or borrowed) that You will assume full responsibility and liability for any consequences and that UNDER NO CIRCUMSTANCES, TO THE EXTENT PERMITTED BY LAW, WILL NEITHER JUKEGAME, ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE AND/OR JUKE BY USERS UNDER 13 (THIRTEEN) YEARS OF AGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Third Party Links**

We shall not be responsible for any third party links to or from the Site and/or Juke. The inclusion of these links does not mean that we endorse the material or content of those third parties sites.

### **User Rules**

You must treat all Users with respect and comply with these Terms and Conditions along with our Privacy Policy (please refer to the last section of these Terms and Conditions) connected to the Site and/or Juke from time to time. Please respect other Users of the Site and/or Juke. Inappropriate language and/or inappropriate behaviour are prohibited on the Site and/or Juke. Users may be banned or accounts suspended or terminated on the entire Site and/or Juke if Users use inappropriate language or inappropriate behaviour as determined by Us. We are not responsible for any User

content, postings, chat, and/or communications. Users are responsible for their own actions and all consequences that may arise therefrom.

You agree not to do any of the following:

1. Post, distribute, or otherwise make available or transmit any data, text, message, or computer file that We deem to be: (a) defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking; (b) bigoted, hateful, or racially offensive; (c) vulgar, obscene, or sexually explicit (language or images); or that (d) encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;
2. Post, distribute, or otherwise make available or transmit any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to: (a) copyright, patent, trademark, or any other proprietary rights; (b) right of privacy (specifically, You must not distribute another person's personal information of any kind without their express permission) or publicity; (c) any confidentiality obligation;
3. Advertise or sell any products, services or otherwise (whether or not for profit), or solicit others for commercial purposes of any kind;
4. Post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component;
5. Impersonate any person or entity or misrepresent Your identity or affiliation with any person or entity;
6. Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet;
7. Create or use any server emulators; and
8. Delete any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify.

We reserve the right to remove any material, and, if We deem appropriate, to turn over to law enforcement officials, any material that is in violation of these Terms and Conditions. We also reserve the right to remove messages, or postings that do not pertain to the designated topic or theme of the service as determined by Us. We also reserve the right to comply with any order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using the Site or Juke in violation of the law.

#### **Availability**

We aim to provide a stable and reliable Site. However, there may be times when the Site and/or Juke are unavailable due to maintenance of the system or technical problems. We may also suspend or permanently remove the Site and/or Juke for any reason without needing your consent or giving prior notice.

#### **Viruses**

We do not make any warranty that this Site and/or Juke are free from infection from viruses; nor does any provider of content to the Site or their respective agents make any warranty as to the results to be obtained from use of the Site. We will not be liable for any loss, damage or upset that you suffer as a consequence of using the Site and/or Juke.

In using the Internet to access the Site, You are responsible for ensuring that your computer has suitable anti-virus software that is up to date. We will not be liable for any loss, damage, corruption of data or upset that You suffer as a consequence of receiving a virus or other malicious software through use of this Site and/or Juke.

#### **Advertisements**

If You click on any advert, You will be dealing with external companies responsible for that advert. We do not control the actions of these companies nor the content of their websites. Please report any advert that You find offensive or inappropriate to support@jukegame.io. If We find that such advertisement breaches our advertising standards, then We will take appropriate action. We accept no responsibility for any third party advertisements that may appear on the Site and/or Juke. We will not be liable for any loss, damage or upset which You may suffer as a result of viewing or clicking on advertisements in any circumstance. Any claim for loss should be directed against the external company responsible for the advert.

#### **Intellectual Property Rights**

You may not use any content of the Site and/or Juke for any purpose or in any manner whatsoever that is not authorised by the copyright owner.

You may not:

- use the Juke icon, the words Juke or Jukegame.io, or any similar words on Your website without the prior written consent of Jukegame;
- use the words Jukegame.io, or any similar words in the domain name for Your website;
- use the layout of Jukegame.io's website (www.Jukegame.io) on Your website;
- link to the Jukegame.io Site or establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists; or

- copy any aspect of the Site and/or Juke which includes but is not limited to the gameplay mechanics, and graphics; or
- otherwise infringe any IPRs in this Site and/or Juke.

All other trademarks used in this Site are owned by their respective owners. You may not use any of these trademarks for any purpose or in any manner that is not authorised by its owner. If you breach any of Our IPRs, Your right to use the Site will cease immediately and We reserve the right to take legal action against you.

#### **Interactions with other Users**

If you feel that the behaviour of another user breaches these Terms and Conditions then please let us know by sending an email to [support@jukegame.io](mailto:support@jukegame.io). We will take reasonable steps to investigate and deal with any breach appropriately. We will not be liable for any loss, damage or upset that You suffer as a consequence of the actions of another User. Any such claim should be directed against the responsible User.

#### **Limitation of Liability**

Although We attempt to ensure that all information contained on this Site is error-free, We accept no liability for any omissions. We will not be liable for any loss, damage or upset that You suffer as a consequence of the Site and/or Juke becoming temporarily or permanently unavailable.

UNDER NO CIRCUMSTANCES SHALL JUKEGAME OR ITS RESPECTIVE AGENTS BE LIABLE TO THE EXTENT PERMITTED BY LAW FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE AND/OR JUKE, SOFTWARE AND/OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO ASSUME ALL RISK RELATED TO YOUR USE OF THE SITE AND JUKE, INCLUDING BUT NOT LIMITED TO, THE RISK OF COMMUNICATIONS WITH OTHER PEOPLE OR DAMAGE TO YOUR COMPUTER.

#### **Jurisdiction**

The laws of the Eastern Republic of Uruguay govern these Terms and Conditions, without giving effect to conflict of laws provisions. The courts of the Eastern Republic of Uruguay have exclusive jurisdiction over all disputes relating to or arising from the execution or performance of these Terms and Conditions, unless Jukegame wishes to initiate legal proceedings in your home legal district.

#### **Privacy Policy**

These Terms and Conditions have been set up alongside with the Jukegame.io Privacy Policy. By agreeing to these Terms and Conditions, you also agree to the Privacy Policy. You can review the most current version of the policy by clicking on the "Privacy Policy" hypertext link located at the Site.

#### **Contact Us**

[support@jukegame.io](mailto:support@jukegame.io)

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