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We use your personal information for operational purposes only. For example, we may use your information to send you administrative communications either about your account with us or about features of our Site, including any changes to this Privacy Policy. Whatever the purpose may be, we will only collect information to the extent reasonably necessary to fulfill your requests and our legitimate business objectives. We attempt to limit access to personal information about you to employees we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their jobs.

## **Legal Agreement**

By using this Website or accessing any of our games, you agree to accept and be bound by the terms and conditions appearing in this document, and agree EDIGames is committed to protecting your privacy and creating a strong relationship with our users. This privacy policy explains the use of information collected via our website (WEBSITE HERE) (collectively, the "Site"), customer service operations and game service. As used in this Privacy Policy, "personal information" means information about you that is personally identifiable like your name, address, e-mail address, or phone number, and other information that is not otherwise publicly available. This policy does not apply to (i) the practices of companies that EDIGames does not own or control, (ii) people that EDIGames does not employ or manage, (iii) third-party sites, whether linked to or from the Site, or (iv) information collected by EDIGames offline.

To comply with any Rules of Conduct, the Privacy Policy and any end-user license agreement applicable to our games, as amended from time to time. In this Agreement, the terms "We/us/our" mean EDIGames and "You/your" means you as a user of the Website or any of our games.

You hereby represent that you have the legal capacity to enter into this Agreement and you are not barred from receiving services offered by the Website under the laws of the United States or other applicable jurisdiction.

EDIGames may amend this Agreement, any Rules of Conduct, the Privacy Policy and any end-user license agreement at any time in its sole discretion. Amendments and modifications will be effective immediately after publishing them on the Website. You agree to and are

responsible for checking this Agreement, the Rules of Conduct, the Privacy Policy, and any end-user license agreement periodically so you will be familiar with their contents understanding the content may be amended or modified from time to time. By continuing to use the Website and its services, you are signifying your acceptance of any revised or updated terms.

EDIGames is the owner of the Website. Your use of the Website is subject at all times to this Agreement, any Rules of Conduct, the Privacy Policy and any end-user license agreement applicable to our games. All user identities created on the Website are governed by these terms. This includes, but is not limited to, proper in-game and out-of-game conduct.

## **Account**

You may be required to create an account to access our Website and our games. Certain portions of our Website and some of our games may contain materials inappropriate for anyone younger than 18 years of age. We will require you confirm you are 18 years of age or older to access such content. If you enter any portion of the Website which is intended for or is marked for mature audiences only, you are certifying that you are at least 18 years old or the applicable age of majority in the jurisdiction in which you reside and have the legal right to access such content. We shall not be responsible in any way for your failure to accurately confirm your age per the terms hereunder.

When creating a user identity ("User ID") you agree to (i) provide true, accurate, current and complete information as requested in the required fields and (ii) promptly maintain and update your User ID to keep it true, accurate, current and complete. The information you provide shall be subject to our Privacy Policy.

You, as creator of your User ID, are completely responsible for your identity. EDIGames will not tolerate offensive or obscene user identities. If a User ID violates any part of these terms, we may immediately, temporarily, or permanently ban such a User ID.

EDIGames is not responsible for any misuse of your User ID, you agree to hold EDIGames and its affiliates harmless for any improper use of such identity including, but not limited to, improper use by someone to whom you revealed your password. Your User ID may be deactivated if you do not use it within six months after the date that it was created or for any continuous period of six months after creation. If you do not use your User ID for six or more months, it may be removed and deleted by the Website administrator at their sole discretion. We will use reasonable efforts to notify you by e-mail before we delete your User ID.

## **Fees**

Certain areas of the Website may charge fees to access and acquire certain game items or participate in game activities on the Website. ANY APPLICABLE FEES AND OTHER CHARGES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN

PART. EDIGames may, from time to time, modify, amend, or supplement its fee and billing methods, and post those changes in this Agreement or elsewhere on the Website. Such modifications, amendments or supplements shall be effective immediately upon posting on the Website. If any change is unacceptable to you, you may cancel your account at any time, but EDIGames will not refund any fees that may have accrued to your account before such cancellation, and we will not prorate fees for any charges.

### **Interruption of Service**

(a) EDIGames reserves the right to interrupt the Services from time to time on a regularly scheduled basis or otherwise with or without prior notice in order to perform maintenance. You agree that EDIGames will not be liable for any interruption of the Services, delay or failure to perform resulting from any causes whatsoever.

(b) You acknowledge that the Services may be interrupted for reasons beyond the control of EDIGames, and EDIGames cannot guarantee that you will be able to access the Services or your Account whenever you may wish to do so. EDIGames shall not be liable for any interruption of the Services, delay or failure to perform resulting from any causes whatsoever.

(c) EDIGames has the right at any time with or without reason to change and/or eliminate any aspect(s) of the Services as it sees fit in its sole discretion.

(d) EDIGames is not be obligated to refund all or any portion of any Account fee (if any), by reason of any interruption of the Services by reason of any of the circumstances described in paragraphs (a), (b), or (c).

### **Disciplinary Action/Account Termination**

EDIGames MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY ACCOUNT AT ANY TIME WITH OR WITHOUT REASON, WITH OR WITHOUT NOTICE.

EDIGames can and does issue warnings and temporary suspensions and permanent terminations of user identities for user violations. We retain the sole discretion as to when and how to impose warnings, penalties, or other disciplinary actions. We consider the severity of the violation and the number of infractions in making our determination; however, any determination shall be under the absolute discretion of EDIGames.

For the avoidance of doubt, you hereby acknowledge EDIGames has sole discretion with respect to penalties and disciplinary actions to terminate your Account, even if there are credits remaining on your Account. If you feel you or your User ID has been unfairly warned or disciplined please contact us with a full detailed explanation. We will reasonably consider your explanation.

You may cancel [delete] your User ID account, via the account settings while logged in. EDIGames reserves the right to collect accrued fees and charges and costs incurred by EDIGames before your cancellation. In addition, you are responsible for any fees, charges and costs incurred to third-party vendors or content providers before your cancellation. In the event your User ID is terminated or canceled for any reason no refund will be granted, no online time or other credits (e.g., points in an online game) will be credited to you or converted to cash or other form of reimbursement, and you will have no further access to your User ID. Any delinquent or unpaid account or accounts with unresolved disputes must be settled before EDIGames may allow you to register again.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EDIGames AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iii) ANY OTHER MATTER RELATING TO THE WEBSITE. Some states do not allow the foregoing limitations of liability, so they may not apply to you and in such a case you agree that EDIGames (or any such other released parties) liability to you shall be limited to the maximum extent permitted by law. You agree that EDIGames cannot be held responsible or liable for anything that occurs or results from accessing or subscribing to the Services.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EDIGames AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) EDIGames AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EDIGames THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

### **Dispute Resolution**

If a dispute arises between you and EDIGames, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly.

### **Closing**

Thank you again for visiting our Website. We hope you enjoy your stay and take full advantage of the online community we are developing. Please remember that you are a guest at the Website and act with the same courtesy and respect you expect from other guests. EDIGames always reserves the right to refuse or terminate service.