

Terms of Service  
IGV Studios GmbH  
Effective Date: 13 August 2013

## **I. Introduction and Agreement to these Terms of Service**

These terms of services ("Terms") stipulate rights and obligations upon which you may access and use the products and services of IGV Studios GmbH and its affiliates ("IGV"), regardless of the information technology platform on which it is provided.

The following are considered products and services of IGV ("PaS"):

- software games provided by IGV ("Games"), for example Bravo Storm;
- the websites or forums created and/or maintained by IGV, for example bravostorm.com or igvstudios.com, and all pages of those websites;
- social channels of IGV, whether on Facebook, Twitter, YouTube, and/or any other channels and/or accounts of IGV on those systems, for example the Facebook page of Bravo Storm (facebook.com/BravoStorm), or Bravo Storm's YouTube channels (youtube.com/bravostormofficial, youtube.com/channel/UC8U98T5TvBMHRaRV9KVrahg); and/or
- any products of IGV.

A user is anyone who accesses, uses and/or consumes the PaS in any way ("User" or "You"). You confirm that You have read and understood these Terms. By accessing and using the PaS You accept and agree to these Terms and the IGV's Privacy Policy which You can access here: [http://www.igvstudios.com/privacy/IGV\\_privacypolicy\\_v8a.pdf](http://www.igvstudios.com/privacy/IGV_privacypolicy_v8a.pdf).

Please note that these Terms may be changed or updated from time to time. IGV will inform You via Your contact information and/or via the Games and other PaS screen about any changes to these Terms. If You disagree with the updated Terms, You must cease playing the Games as well as accessing and using other PaS within fourteen (14) days.

The Games and other PaS can be accessed on Facebook or other platforms. Activities on Facebook or other platforms beyond the Games or other PaS are governed by the terms and/or privacy policy of Facebook or other platforms, respectively.

## **II. Access Conditions**

The Games may not be accessed by, played by, or used in any way for Users under the age deemed eligible to sign up for an account on the respective platform according to the respective platform policy of that platform from which they access the Games, for example, Facebook.

By accessing and using the Games, You represent that you are of eligible age for account sign up of the platform from which you access the Games.

If You are under 18, You represent that Your legal guardian has agreed and accepted these Terms and for You to be a User.

You may be required to have a valid account with IGV or on other information technology platforms such as, for example, Facebook or other social networks.

You must provide all the User equipment, including all software and hardware, whether mobile, desktop, or other, necessary to access PaS. You are responsible for all fix and recurring fees incurred while being a User, including Internet connection fees, mobile device connection fees, fees of third party information technology platforms, and any other costs that may incur while being a User.

## **III. Ownership and Grant of a Limited License**

IGV or its licensors own and remain the owners of the PaS and any derivative works thereof.

Subject to Your agreement and continuing compliance with these Terms and any other relevant IGV policies, IGV grants You a non-exclusive, non-transferable, revocable limited license to access and play the Games and/or other PaS for Your own non-commercial entertainment purpose only. You agree not to use the Games and/or other PaS for any other purpose. If You violate these Terms, IGV reserves the right to terminate Your license without notice.

The trade names and trademarks owned by IGV or its licensors are not licensed under these Terms.

The license for the Games is generally royalty-free. IGV may provide additional and/or new features to the Games and other PaS, e.g. new User experience, increased resolution or new game levels, additional Virtual Currency, Virtual Items and Virtual Goods (as defined in Section IV below). IGV reserves the right, in its sole discretion, to charge a one-time or recurring license fee for the Games and other PaS as well as any additional and/or new features.

You agree not to, nor to permit others to, disassemble, reverse compile, reverse engineer, or reduce the Games and other PaS to human readable form. You agree that You will not copy, adapt or make any modifications to the Games and other PaS.

#### **IV. In-Game Currency, Goods and Items**

Within the Game You may earn, buy or purchase (i) virtual currency (e.g. virtual coins, credits, cash, tokens, or points), all for use in the Games ("Virtual Currency"); or (ii) virtual in-game goods or items ("Virtual Items" or "Virtual Goods"). You do not in fact own the Virtual Items or Virtual Goods and the amounts of any Virtual Currency do not refer to any credit balance of real currency or its equivalent.

Virtual Currency, Virtual Items and Virtual Goods are only valid within the Games. Any Virtual Currency balance shown in Your Game account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of Your license according to Section III.

In addition to any third party obligations, the following shall apply. In no way can Virtual Currency, Virtual Items or Virtual Goods be redeemed for real world money, items or goods of monetary value from any party. Transfers of Virtual Currency or Virtual Items or Virtual Goods outside of the Games are strictly prohibited. You may not buy or sell Virtual Currency, Virtual Items or Virtual Goods for real world money or otherwise exchange items for value outside of the Games.

You also agree that all sales of Virtual Currency, Virtual Items and Virtual Goods are final. IGV will not give any refunds. Other than a non-exclusive, non-transferable, revocable limited license to use the Virtual Currency, Virtual Items or Virtual Goods in the Games, You have no right in or title to such Virtual Currency, Virtual Items and Virtual Goods. In the event that Your account is terminated or suspended for any reason, in IGV's sole discretion, or if IGV discontinues any of its Games, You forfeit any and all Virtual Currency, Virtual Items and Virtual Goods. IGV has the absolute right to issue, manage, regulate, control, modify, and/or eliminate Virtual Currency, Virtual Items and/or Virtual Goods as it sees fit in its sole discretion, and IGV shall have no liability to You or anyone for the exercise of such rights.

#### **V. Payments**

IGV does not handle any payment transactions. Payment transactions for the PaS are provided by third party payment service providers, e.g. Facebook payment system or PayPal. Your purchase is subject to terms and conditions of such third party payment service provider handling the transactions. IGV disclaims any liability for errors of transactions processed through a third party payment service provider.

#### **VI. User Generated Content**

You may choose to contribute to the Games through the submission of various kinds of content,

publicly available, that are produced by Users (for example, wall posts, messages, and actions with other end Users) as well as any feedback, comments, or suggestions that You provide to IGV regarding the Games ("User Generated Content").

You agree that such User Generated Content is wholly original to You. You exclusively own the rights to such User Generated Content, including the right to grant all of the rights and licenses in these Terms without IGV incurring any third party obligations or liability arising out of its exercise of the rights granted herein by You. To the extent permitted by applicable laws, You hereby waive any moral rights or rights You may have in such User Generated Content.

You hereby grant to IGV a non-exclusive, irrevocable, unrestricted, perpetual, royalty-free, transferable and worldwide license to use, execute, reproduce, prepare derivative works of, display, perform, disclose, distribute, transmit and otherwise exploit in any manner whatsoever the User Generated Content, or any portion thereof, on the Games as well as any and all media, and to advertise, market and promote the same, and to sublicense others to do any and all of the foregoing.

IGV reserves the right to monitor User Generated Content or portions thereof in the Games and other PaS. IGV, in its sole discretion, has the right, but not the obligation, to edit, refuse to post, or remove any User Generated Content posted in the Games and other PaS that are deemed objectionable or violate these Terms or the spirit of these Terms.

In any event, IGV disclaims any liability for User Generated Content. You bear the entire risk of the completeness, accuracy or usefulness of Your User Generated Content found in the Games and other PaS.

## **VII. User Code of Conduct**

The code of conduct governs all aspects of Your interaction with the Games and other PaS, including but not limited to selecting Your in-game nickname, posting messages to the message wall and otherwise accessing the Games and other PaS.

If IGV finds, in its sole discretion, that You have violated the code of conduct, it can change or remove the violating item and/or suspend or terminate Your access to, and use of, the Games and other PaS. IGV has no responsibility to monitor Your behavior or enforce the Code of Conduct. Non-enforcement in one instant of any violation by a User does not constitute a waiver of any other or subsequent violation by that or any other User.

You agree that Your use of, and conduct in, the Games shall be lawful and comply with these Terms. You will not, for instance:

- have more than one account, per information technology platform or social network, at any given time, and create, or be a User using, an account using a false identity or information, or on behalf of someone other than Yourself;
- reinstate an account and access the PaS under a false identify if IGV has limited or denied You access to the PaS;
- grant those who are underage to access to the PaS;
- transmit or post any content or language which, in IGV's sole discretion, is deemed to be offensive, including but not limited to content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may You use a misspelling or an alternative spelling to circumvent the content and language restrictions exemplified above;
- communicate or post any other User's personal information, including but not limited to the address, phone number, e-mail address, or credit card number, in the Games and other PaS without such User's express written consent;
- use PaS as a platform for advertising without the prior written consent of IGV;
- use Your account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (such as spam) to anyone;
- violate the contractual, personal, intellectual property or other rights of IGV, any other User or any third party;

- make improper use of IGV's support services or submit false reports of abuse or misconduct;
- disseminate, transmit, or attempt to upload viruses, Trojan horses, keyboard loggers, time bombs, adware, spyware, or any other malicious or invasive code of program;
- except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including but not limited to any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Games, or use or launch any unauthorized script or other software;
- interfere with or circumvent any security feature of the Games and other PaS or any feature that restricts or enforces limitations on use of, or access to, the Games and other PaS;
- manipulate matches to earn points or experience faster (boosting);
- use the PaS in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Games and other PaS;
- participate in any action that, in IGV's sole discretion, results or may result in an authorized User of the Games being defrauded out of Virtual Currency or Virtual goods that the User has earned or purchased through authorized game play in the Games;
- communicate in any of the PaS or any other medium or forum on behalf of IGV;
- use the PaS if they violate export regulations.

#### **VIII. Updates to the PaS**

The PaS may change from time to time. IGV may require that You accept updates to the Games and other PaS You have installed on Your computer or mobile device. You acknowledge and agree that IGV may update PaS with or without notifying You. You may need to update third party software from time to time in order to access the Games and other PaS.

#### **IX. Termination**

IGV may limit, suspend, terminate, modify, or delete Your account or access to any or all of the Games and other PaS or portions thereof at any time. In the event that IGV terminates or suspends Your account, You will have no further access to Your account or anything associated to it. You can lose Your user name and/or persona as a result of an account termination or limitation, as well as any benefits, privileges, earned or purchased Virtual Currency, items and Virtual Items as well as goods and Virtual Goods associated with Your use of the Games and other PaS. IGV is under no obligation to compensate You for any such losses or results.

IGV reserves the right to stop offering and/or supporting the Games or a particular game or part of the Games and other PaS at any time either permanently or temporarily, at which point Your license to use the Games or a part thereof will be automatically terminated or suspended. In any event of termination or discontinuing of the PaS IGV shall not be required to provide refunds, benefits or other compensation to Users.

Termination of Your account with IGV can include disabling Your access to the Games and other PaS or any part thereof including any User Generated Content.

You may cancel Your account with IGV at any time. You may also request that Your personal data be removed from the account, as specified in IGV's Privacy Policy.

#### **X. Privacy**

IGV respects and protects the privacy of the Users of its PaS. By accessing and using the Games and other PaS, You acknowledge and accept the IGV Privacy Policy, which is available here: [http://www.igvstudios.com/privacy/IGV\\_privacypolicy\\_v8a.pdf](http://www.igvstudios.com/privacy/IGV_privacypolicy_v8a.pdf).

#### **XI. Dispute with Others**

IGV reserves the right, but have no obligation, to monitor and/or manage disputes between You

and other Users of the PaS. If You have a dispute with other Users, You release IGV and hereby agree to indemnify IGV from claims, demands, and damages (actual and consequential) of every kind and nature, arising out of or in any way connected with such dispute.

## **XII. Disclaimer of Warranties and Limitation of Liability**

The PaS and any information by IGV is provided on an "as is" and "as available" basis. You expressly agree that Your use of the Games and other PaS is at Your sole risk.

To the full extent permissible by applicable law, IGV disclaims all

- (i) liability for direct and/or indirect or consequential damages (e.g. loss of data, loss of profits) arising from the access, use or consumption of the PaS;
- (ii) representations and warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. IGV does not represent or warrant that the Games and other PaS are error free, available without interruption, or do not infringe on third party intellectual property rights; and
- (iii) liability for its auxiliary persons, such as, for instance, subcontractors.

You agree that the provisions in this paragraph will survive any termination of Your account(s) or the PaS.

## **XIII. Indemnification**

You shall defend, indemnify and hold harmless IGV, including its affiliates, employees, contractors, agents and its third-party suppliers, licensors, and partners harmless from all claims and expenses, including attorneys' fees and costs, arising out of Your access, use or consumption of the PaS, as well as Your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms.

IGV reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify IGV. You agree to cooperate with IGV's defense of such claims. IGV will use commercially reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of Your account(s) or the PaS.

## **XIV. Assignment**

IGV may assign or delegate these Terms, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under these Terms or Privacy Policy without IGV's prior written consent, and any unauthorized assignment and delegation by You is null and void.

## **XV. Non-Waiver**

The failure of IGV to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You acknowledge that the rights granted and obligations made under these Terms to IGV are of a unique and irreplaceable nature, the loss of which shall irreparably harm IGV and which cannot be replaced by monetary damages alone. Accordingly, IGV shall be entitled, notwithstanding the venue according to Section XVIII, worldwide to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by You.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the PaS, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the PaS or any content or other material used or displayed through the

Games. You agree to limit Your claims, if any at all, to claims for monetary damages, limited by Section XII.

**XVI. Force Majeure**

IGV shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of IGV, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond IGV's control such as acts of God, war, riots, fire, floods, natural disaster, accident, invasion, act of government or terrorism, embargoes, network infrastructure failures, strikes, shortages of material or supplies or shortages of transportation facilities, fuel, energy, labor or materials.

**XVII. Severability**

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

**XVIII. Applicable Law**

These Terms are governed exclusively by the laws of Switzerland, without regard to the principles of conflict of laws. The United Nations' Convention on International Sales of Goods does not apply.

Sole place of jurisdiction for any claim under these Terms is the competent court in Zurich, Switzerland.