

# Block and Chain Game Studios

## Terms of Use



**Block & Chain**  
*Game Studios*

**Version 1.0**

**Last Updated 07/06/2018**

# Block & Chain Games

## Terms of Use

### Acceptance of Terms

These Terms of Use (the "Agreement") should be read by you (the "User" or "you") in its entirety prior to your access and/or use of Block and Chain Games (referred to herein as "B&C", "us", "we" or the "Company"), its website, and its games ("Applications") and services (collectively, the "Service(s)"). Note that the Agreement constitutes a legally binding agreement between you and the Company which owns and operates the website and the games found at [www.blockandchain.games](http://www.blockandchain.games) (the "Website").

By accessing the site, clicking "Accept", registering an account, logging in to a registered account, or by use of the Services by wagering anonymously on free-play games, you agree to be bound by these Terms of Use and all terms incorporated by reference. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these terms and to abide by and comply with these terms.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### Grant of License

Subject to Terms of Use contained herein, the Company grants the User a non-exclusive, personal, non-transferable right to access and use our Services on their personal computer or other device (including Mobile) that has Internet in order to access the Services available and described on the Company Website.

### Who Can Play

The Services where gambling can occur on our Website are for the use of players only from those countries and geographic regions where online gambling is allowed by law. Although the Company takes measures to prevent prohibited use, it is the player's sole responsibility to inquire about the existing gambling laws and regulations of their given jurisdiction before wagering on the website.

The Services are strictly for adult players of at least 18 years of age and players who have reached the age specified by the jurisdiction of player's place of residence as eligible for online

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gaming. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction regarding age limitations for online gambling. The Company reserves the right to ask for the proof of age or geographical location at its discretion from any player and limit access to the Website and Services or suspend the Player Account to those players who fail to meet this requirement.

Any attempt to circumvent the restrictions on play by any persons located in a prohibited or restricted jurisdiction, is a breach of this Agreement. An attempt at circumvention includes, but is not limited to, manipulating the information used by the Company to identify your location and providing the Company with false or misleading information regarding your location or place of residence.

### **Self-Exclusion Request**

The Company also respects the requests of self-excluded individuals. You may contact our Support Team at [support@blockandchain.games](mailto:support@blockandchain.games) and inform us about your decision to stop gambling at the Website for a certain period of time. We will take all measures to block your access to the Website and make sure that you receive no promotional materials.

### **User's Account**

If you wish to make purchases or wagers in our games which require hard currency, you must deposit either our in-game cryptocurrency "Holodium" or "Halo" into your account, depending on the game, from a source of which you are the only legitimate owner. After deposit is confirmed by the blockchain, it may be used to make bets. To make deposit please follow "How to Deposit" manual available on our Frequently Asked Questions (FAQ) page.

To make withdrawal please follow "How to Withdraw" manual available on our FAQ page. We have no limits for withdrawals. Large withdrawals may require manual processing in some cases, which may take seven to ten business days. You may only withdraw cryptocurrencies from your account as soon as your deposit have been confirmed and at least one non-free wagering game has been played.

### **Fees and Taxes**

You are fully responsible for paying all fees and taxes applied to your winnings according to the laws of the jurisdiction of your residence.

### **Privacy Policy**

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The Company Privacy Policy is governed by the Halo Platform Privacy Policy, which can be found here: [www.haloplatform.tech/privacy/](http://www.haloplatform.tech/privacy/) You agree to be bound by its terms. It may be updated from time to time without notice to you.

### Game Rules

By accepting these Terms and Conditions you confirm that you know and understand the rules of the games offered, which are posted on the Website. It is at your discretion to familiarize yourself with the theoretical payout percentage of each game that you play which involves gambling.

### Virtual Assets

Skins, borders, backgrounds and other virtual assets (collectively, the "Virtual Assets") can be purchased, sold and traded in the marketplace on the Website using Holodium or Halo. The market price for these items is based upon the supply and demand for each item. Upon logging into your account, you will be able to access any Virtual Assets that you have obtained by accessing your Inventory.

These Terms require that you will at all times maintain control of your Virtual Assets, and you will not share or disclose the account credentials associated with your Inventory with any other party. You also represent and warrant that you have valid ownership of any Virtual Assets you utilize on the Website, including any that you trade in to receive Holodium or Halo. Further, once you have accepted the trade offer, no returns or exchanges of any Virtual Assets purchased will be made, barring any technical issues causing error.

Notwithstanding any other provision of these Terms of Use, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to your failure to implement reasonable measures to secure your Virtual Assets, the loss of, tampering with, circumventing or unauthorized use of the access credentials to your Virtual Assets or any other wallet you use to hold your Virtual Assets or in-game Digital Assets, any security breach affecting the security of your Virtual or Digital Assets or the loss of Virtual or Digital Assets from any wallet on our website.

Any Virtual Assets utilized by you on our Application may only be utilized for lawful purposes. The Company reserves the right, in our sole discretion, to suspend your use of Virtual Assets, if we believe that you are violating these Terms of Use or are otherwise in noncompliance with applicable laws, regulations, or tampering or interfering with the Website or any of our Services.

### Ownership of Intellectual Property Rights

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The name Block & Chain Game Studios, content, information, data, designs, games and characters, code, and materials associated with the Services (“Materials”) are protected by intellectual property and other laws. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. The Website or Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of Material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Material on our Website, except as follows:

- Your computer may temporarily store copies of such Materials in RAM incidental to your accessing and viewing those Materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any Materials from the Website.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of Materials from the Website.
- You must not access or use for any commercial purposes any part of the Website or any services or Materials available through the Services.

If you wish to make any use of Materials on the Website other than that set out in this section, please address your request to: [support@blockandchain.games](mailto:support@blockandchain.games).

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If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the Materials you have made. No right, title or interest in or to the Services or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Materials not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## Prohibited Uses

You may use the Website and its Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including but not limited to money laundering, fraud, blackmail, theft by deception, the financing of terrorism, intellectual property infringement, or violent or abusive activities).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Website or Services in any manner that could disable, overburden, damage or impair, or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Website.
- the Company prohibits player collusion and do not allow any kind of robots and programmed devices to participate in game play. the Company reserves the right to void any game play which results from the use of robots and/or programmed devices
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

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- Use any device, software or routine that interferes with the proper working of the Website or Application.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## Terms of Use Termination

Without prejudice to any other rights, if the User breaches in whole or in part any provision set out herein, the Company reserves the right to take such action as it sees fit, including terminating this Agreement or any other agreement in place with the User and/or taking legal action against such User.

You agree to fully indemnify, defend and hold harmless the Company and its shareholders, directors, agents and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

1. Your breach of this Agreement, in whole or in part,
2. Violation by you of any law or any third party rights, and
3. Use by you of the Service.

## Prohibited Jurisdictions

Our Website and Services may not be available to you due to your residency, geographic location, or eligibility criteria. Certain jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

## Trademarks

The Company name, the term Block & Chain Games, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks or registered of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are trademarks of their respective owners.

The Website's Materials belong to the Company and is protected by copyright and/or other intellectual property or other rights. You hereby acknowledge that by using the Service, you

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obtain no rights in the Materials and/or the Trade Marks, or any part thereof. Under no circumstances may you use the Trade Marks and the Materials without the Company's prior written consent. Additionally, you agree not to do anything that will harm or potentially harm the rights, including the intellectual property rights of the Company.

The Company and its licensors are the sole holders of all rights in and to the Materials, code, structure and organization, including copyright, trade secrets, intellectual property and other rights. You may not, within the limits prescribed by applicable laws:

Copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the website; or Use the Service in a manner prohibited by applicable laws or regulations (each of the above is a "Prohibited Use").

The Company reserves any and all rights implied or otherwise, which are not expressly granted to the User hereunder and retain all rights, title and interest in and to the Service. You agree that you will be solely liable for any damage, costs or expenses arising out of or in connection with the commission by you of any Unauthorized Use. You shall notify the Company immediately upon becoming aware of the commission by any person of any Unauthorized Use and shall provide the Company with reasonable assistance with any investigations it conducts in light of the information provided by you in this respect.

## Warranties

The Company disclaims any and all warranties, expressed or implied, in connection with the service which is provided to you "as is". We provide you with no warranty or representation whatsoever regarding its quality, fitness for purpose, completeness or accuracy.

In no case shall the Company be liable for any special, incidental, indirect, punitive or consequential damages arising from your use of Service. Regardless of our efforts, we make no warranty that the service will be uninterrupted, timely or error-free, or that defects will be corrected.

You agree to follow the game rules described within each Application you choose to use. The Company retains authority over the issuing, maintenance, and closing of the Service. The decision of the Company's management, as regards any use of the Service, or dispute resolution, is final and shall not be open to review or appeal.

You acknowledge and agree that your sole and exclusive remedy for any dispute with the Company is to stop using the service and to cancel all accounts registered to you.

## Your Representations and Warranties



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Prior to your use of the Service and on an ongoing basis you represent, warrant, covenant and agree that:

There is a risk of losing Holodium, Virtual Assets and/or Halo when using the Service and that the Company has no responsibility to you for any such loss. Your use of the Service is at your sole option, discretion and risk.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website and Services, including, but not limited to, any use of the Website's content, services and games, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Company and its Services, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by the law of the Republic Of Panama and that any dispute will be dealt with by the Panamanian courts.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Company, Website or Services, shall be instituted exclusively in the Republic of Panama, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be

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eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Force Majeure**

The Company and our respective affiliates shall not be deemed to be in default of any provision hereof or be liable for any delays, failure in performance, or interruption of service resulting directly or indirectly from power or telecommunications failure, acts of God, civil disturbance, war, terrorism, strikes, fires, civil or military authority or any other cause beyond its reasonable control.

### **Assignment**

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

### **Amendment**

The Company reserves the right to update or modify this Agreement or any part thereof at any time or otherwise change the Service without notice and you will be bound by such amended Agreement upon posting. Therefore, we encourage you check the terms and conditions contained in the version of the Agreement in force at such time. Your continued use of the Service shall be deemed to attest to your agreement to any amendments to the Agreement.

### **Miscellaneous**

Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties not a party to this Agreement other than with an affiliate of the Company. Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and the Company. This Agreement constitutes the entire understanding and agreement between you and the Company regarding the Service and supersedes any prior agreement, understanding, or arrangement between you and the Company.

### **Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and Halo Platform Technology S.A. with

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respect to the Website, Applications and Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Company.

### Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Website and its Services should be directed to: [support@blockandchain.games](mailto:support@blockandchain.games)

If you feel as though you have a gambling problem, You may contact any of the following organizations for consultation and support:

Gambling Anonymous: [gamblersanonymous.org](http://gamblersanonymous.org)

GamCare: [www.gamcare.org.uk](http://www.gamcare.org.uk)

Gambling Therapy: [www.gamblingtherapy.org](http://www.gamblingtherapy.org)