



TERMS OF USE

The terms of this agreement ("Terms of Use") govern the relationship between you and Global Sports Entertainment Ltd. and its affiliated companies (hereinafter "GSE" or "us") with respect to your use of GSE games, websites and related services (the "Service"). Your use of the Service is also governed by the [GSE Privacy Policy](#), which is hereby incorporated by reference.

Before accessing or using the Service, including GSE websites, or accessing a game produced by GSE, you must agree to this Terms of Use and the [Privacy Policy](#). You may also need to register an account with the Service (an "Account"). By registering an Account or otherwise using the Service, you represent that you are 13 years of age or over and that you understand the Terms of Use and agree to them. If you are over 13 and under 17, you represent that your parent(s) or guardian(s) have reviewed and agree to these Terms. If you access the Service from a Social Networking Site ("SNS"), such as Facebook, you must abide by the terms of service / use of these sites, as well as the Terms of Use.

BY INSTALLING, USING OR ACCESSING THE SERVICE, YOU WILL BE BOUND BY THESE TERMS OF USE. IF YOU ARE NOT IN AGREEMENT TO THESE TERMS OF USE, DO NOT INSTALL, USE OR ACCESS THE SERVICE. THE USE OF SERVICE WILL BE CONSIDERED NULL WHERE PROHIBITED AND YOU MUST NOT USE IT.

YOU AGREE NOT TO USE THE SERVICE TO MAKE BETS IN THE "REAL WORLD" USING "REAL WORLD" MONIES, MERCHANDISE OR GOODS OF ANY NATURE, YOU AGREE NOT USE THE SERVICE TO CONTROL ANY SORT OF BETTING POOL, ACT AS A BETTING HOUSE, BANK OR SIMILAR THAT CHARGE FOR BETS IN CASH OR DISTRIBUTE CASH AWARDS OF THE " REAL WORLD "OR MERCHANDISE OR GOODS OF ANY NATURE. IF YOU WISH TO MAKE BETS, CONTROL BETTING POOLS OR ACT AS A BETTING HOUSE, BANK, OR SIMILAR WITH BETS USING "REAL WORLD" MONEY OR MERCHANDISE OR GOODS OF ANY NATURE DO NOT INSTALL, USE OR ACCESS THE SERVICE.

It is expressly forbidden to use the Service to register any type of bet in currency or assets of any nature. If the use of the Service is of a prohibited nature, GSE will notify the authorities of the fact and provide data of the User(s) as well as cancel the LICENSE(s) and Account(s) of the same.

ANY PROMOTION OR DISTRIBUTION OF BENEFITS ON GOODS OR SERVICES EVENTUALLY DISTRIBUTED OR DELIVERED THROUGH THE SERVICE TO ALL OR PART OF THE USERS, IN ANY OR PART OF A TERRITORY, WILL BE PERFORMED BY GSE ACCORDING TO THE LEGISLATION AND ACCORDING TO THE SPECIFIC TERMS OF THE PROMOTION OR RESPECTIVE BENEFIT.

GSE reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use and its [Privacy Policy](#) at any time by posting the changed terms in the GSE Service. Continued use of the Service will result in your acceptance of such changes. If, at any time, you disagree with any part of the most current version of our Terms of Use, [the GSE Privacy Policy](#), or any other GSE policies, rules or codes of conduct relating to your use of the Service, the terms and Regulations for any promotion or distribution of benefit, the use of the Service becomes illegal in your jurisdiction, your license to use the Service shall cease immediately, and you shall terminate your use of and access to the Service by uninstalling it immediately.

1. License

1.1. Limited License for Use of the Service

Subject to your agreement to these Terms of Use and other applicable GSE policies and your continued compliance therewith, GSE grants you a non-exclusive, non-transferable, non-sub-licensable, revocable, and limited license subject to the following limitations for access and Use of the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

The following restrictions apply to the use of the Service:

You are not authorized to create an Account or access the Service if you are under 13 years of age. You must restrict use by minors and deny access to the Service to children under the age of 13. You accept full responsibility for the unauthorized use of the Service by minors. You are responsible for using your credit card or other payment instrument (e.g. Google Play, Apple Store) by minors;

You may not sell, rent or give your Account, create an Account using false identity or data, or on behalf of another person. You may not use the Service if you have already been removed or previously prohibited from playing any GSE game;

You must use your Account only for non-commercial purposes. You may not use the Service to advertise or solicit or transmit commercial advertisements, including streams, direct mail, spam, or consecutive messages to anyone;

You may not place "real world" bets in money or any goods or merchandise using the Service, the Game as well as the information provided by the Service or Game, proprietary or licensed information in the Service or Game, or information provided by you or other users or third parties.

You hereby agree to each regulation and / or specific terms and conditions of each promotion or distribution of benefits in goods or services by the Service and is aware and in agreement with them, being responsible for checking in advance whether or not to participate in such promotion or distribution of benefits. GSE is responsible for providing, through the Service, in a timely manner, before the start of the promotion or distribution of benefits in goods or services, the respective regulations and / or specific terms and conditions.

Login Data and Your Account

During the account creation process, you must choose a password ("Login Data"). You will not be able to share the Account or Login Data or allow anyone to access your Account or do anything else that could compromise the security of your Account. If you are aware of or suspect security breaches, including without limitation, loss, theft or unauthorized disclosure of the Login Data, you must immediately notify GSE and modify your Login Data. You are solely responsible for maintaining the confidentiality of the Login Data and will be responsible for all uses of the Login Data authorized or not by you, including purchases. You are responsible for everything that happens through your Account.

GSE reserves the right to remove or retrieve any user names at any time and for any reason, including, without limitation, claims from third parties that a user name violates the rights of such third parties.

The Service only supports one Account per game on one compatible device.

Limitations of License

Any use of the Service in violation of these License limitations is strictly prohibited and may result in the immediate revocation of your limited license and potential liability to you for violations of the law.

You agree to refrain, under any circumstances, from:

- Take part in any act that the GSE considers to be in conflict with the spirit or purpose of the Service or to misuse GSE support services.
- Cheat, exploit errors, use automation software, bots, hacks, modifications or any unauthorized third party software designed to modify the Service or interfere with the Service, the GSE Games or the GSE game experience, or, without the specific written agreement of GSE, modify or cause to modify any file or files that are part of the GSE Service or Games.
- Interrupt, overload or assist or assist in the interruption or overload of any computer or server ("Server") used to offer or support the Service or GSE game environments.
- Initiate, help, or engage in any type of attack, including without limitation, distribution of viruses, denial of service attacks, or other attempts to disrupt the Service or use or enjoyment of the Service by another person.
- Attempt to gain unauthorized access to the Service, Registered Accounts for others or to the computers, servers or networks connected to the Service by any means other than the user interface provided by GSE, including, but not limited to, sidestep or modification, attempted sidestepping or modification, or encouragement or assistance to others to the sidestep or modification of security, technology, device or software that are part of the Service.
- Post any information that is abusive, threatening, obscene, defamatory, slanderous, or otherwise objectionable or offensive, whether racially, sexually, religiously or otherwise.
- Publish information that contains nudity, excessive violence, offensive material or links to such content.
- To harass, insult or injure others, including GSE employees and GSE customer service representatives, or attempt to perform such acts, or to defend or incite the practice of such acts.
- Making available through the Service material or information that infringes copyrights, trademarks, patents, trade secrets, privacy rights, publicity rights or other rights of third parties or legal entities or that personify another person, including, without limitation, GSE employees.
- Reverse engineering, decompiling, disassembling, deciphering, or attempting to obtain the source code of underlying software or other intellectual property used to provide the GSE Service or games, or obtain information from the GSE Service or games using methods that are not expressly permitted by the GSE.
- Requesting or attempting to solicit personal information from other users of the GSE Service or games or collect or publish private information from someone, including personally identifiable information (such as text, image or video), identification documents or financial information through the Service.
- Use the Service to register any type of bet in currency or assets of any nature.

GSE reserves the right to determine which conduct it considers that violates the rules of use or that otherwise are outside the intent or spirit of these Terms of Use or the Service itself. GSE reserves the right to take action as a result of such conduct, which may include termination of your Account and prohibition of your use of the Service, in whole or in part.

1.2. Suspension and Termination of Account and Service

WITHOUT LIMITATION TO OTHER WARRANTIES, GSE MAY, AT ANY TIME, WITHOUT WARNING, LIMIT, SUSPEND, TERMINATE, MODIFY OR EXCLUDE ACCOUNTS OR ACCESS TO THE SERVICES OR PARTIES OF THE GSE SERVICES IN THE EVENT OF BREACH OF THESE TERMS OF USE OR WHEN GSE DETERMINES OR SUSPECTS THAT YOU HAVE STOPPED TO COMPLY WITH THE TERMS OF USE, ILLEGAL OR INADEQUATE USE OF THE SERVICE, OR SUSPECTED SUCH USE. YOU MAY LOSE YOUR NAME IN THE SERVICE AND / OR GAME AS A RESULT OF THE CLOSURE OR THE LIMITATION OF THE ACCOUNT, AS WELL AS BENEFITS, PRIVILEGES PURCHASED ITEMS AND PURCHASES RELATED TO YOUR USE OF THE SERVICE. GSE WILL NOT INDEMNIFY YOU IN ANY WAY FOR SUCH LOSS OR CONSEQUENCES THEREOF.

WITHOUT LIMITING OUR OTHER WARNINGS, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND ACCOUNTS OR PARTIES THEREOF, PROHIBIT THE ACCESS TO OUR GAMES AND SITES, AS WELL AS THE CONTENT, SERVICES AND TOOLS THEREOF, DELAY OR REMOVE HOSTED CONTENTS AND TO ADOPT TECHNICAL AND LEGAL MEASURES TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT YOUR ACTION MAY OR WILL CREATE RISK OR POSSIBLE LEGAL LIABILITY, VIOLATE THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARE INCONSISTENT WITH THE CONTENT OR SCOPE OF OUR TERMS OR POLICIES. IN ADDITION, WE MAY, IN CERTAIN CIRCUMSTANCES AND AT OUR EXCLUSIVE DISCRETION, SUSPEND OR CLOSE USERS 'ACCOUNTS WHICH MAY BE REINICIDING IN INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS FROM THIRD PARTIES.

GSE RESERVES THE RIGHT TO CLOSE ACCOUNTS THAT ARE INACTIVE FOR MORE THAN 180 DAYS.

GSE reserves the right to stop offering and / or maintaining the particular Service or game or part of the Service at any time, at which time your license to use the Service or part of it will automatically be cancelled. In this case, GSE shall have no obligation to provide refunds, benefits or other indemnities to users in connection with such discontinued Services. Closing your Account may include disabling access to the Service or portions thereof, including content submitted by you or third parties.

You may terminate your Account at any time and for any reason, following the procedure described on our support page informing GSE that you intend to terminate your Account.

2. Property

2.1. Games and Service

All rights, titles and rights in title to the Service (including, without limitation, games, titles, computer codes, themes, objects, characters, character names, stories, dialogues, banners, concepts, artwork, animations, sounds , musical compositions, audio-visual effects, operating methods, moral rights, documentation, in-game chat transcriptions, character profile information, game recordings played through the use of a GSE server, client and game users of GSE and the server software as well as trademarks, images, names, quotes and similar rights licensed to the Service) are owned or used by GSE. GSE reserves for itself all rights, including, but not limited to, intellectual property rights or other proprietary rights in connection with games and the Service.

2.2. Accounts

NOTWITHSTANDING ANY PROVISIONS OTHERWISE EXPRESSLY, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL HAVE NO PROPERTY OR OTHER REAL PROPERTY RIGHTS ON THE ACCOUNT AND ANY DATA YOU PROVIDED VOLUNTARILY TO THE SERVICE OR GSE, AND YOU ACKNOWLEDGE AND AGREE THAT ALL RIGHTS ON THE ACCOUNT AND VOLUNTARY DATA YOU PROVIDED ARE AND WILL ALWAYS BE PROPERTY AND FOR THE BENEFIT OF GSE.

2.3. Virtual Items

GSE owns, licensed, or has the rights to use all content that appears on the Service or in GSE games. Notwithstanding any provision to the contrary here, you agree that you have no right or title or any content appearing on the Service, including, without limitation, the virtual goods or virtual currency appearing or originating in any GSE game, virtual items won or earned by you through the use of the Service or purchased from GSE, or any other attributes associated with an Account or stored in the Service.

2.4. User Content

"User Content" means any communications, images, sounds, and materials, data and information of any kind that you submit or transmit through a GSE or Service game client, or that other users send or transmit, including without limitation, chat texts and answers to queries from the Service or GSE Game. By transmitting or submitting User Content while using the Service, you represent, warrant and warrant that such transmission or presentation (A) is correct and not confidential; (B) does not violate any laws, contractual restrictions, or other rights of third parties, and you are permitted by third parties whose personal information or intellectual property is part of the User Content; (C) free from viruses, adware, spyware, worms or other malicious code; and (D) you acknowledge and agree that your personal information that is part of such content will always be processed by GSE in accordance with your [Privacy Policy](#). GSE reserves the right, in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or disable User Content (including, without limitation, its User Content) without prior notice for any reason or for no reason at any time.

3. User Content

3.1. Content Monitoring

GSE assumes no responsibility for the conduct of users submitting User Content, and assumes no responsibility to monitor the Service to locate inappropriate content or conduct. We do not monitor and cannot monitor all User Content. Your use of the Service is at your own risk. By using the Service, you may be exposed to User Content that is offensive, indecent or otherwise inconsistent with your expectations. You assume all risks associated with the use of available User Content relating to the Service. At our discretion, our representatives or our technology may monitor and / or record your interaction with the Service or your communications (including, without limitation, chat texts) when you use the Service.

By adhering to these Terms of Use, you irrevocably consent to such monitoring and recording. You acknowledge and agree that you have no expectations of privacy about the transmission of User Content, including, without limitation, chat texts or voice communications.

If, at any time, GSE chooses, in its sole discretion, to monitor the Service, GSE assumes no responsibility for the User Content and assumes no obligation to modify or remove inappropriate User Content. We have the right, but not the obligation, in our sole discretion, to edit, refuse to post, or remove User Content.

3.2. Use of Information by Other Members of the Service

3.2.1. Public Discourse

The Service may include various forums, blogs, and chat features in which you may post User Content, including your comments and comments on designated topics. GSE cannot guarantee that other members will not use the ideas and information you share. Therefore, if you have ideas or information

that you would like to keep confidential and / or do not want others to use, do not post them on the Service. GSE is not responsible for evaluating, using, or compensating you for ideas or information you may choose to submit.

3.2.2. Responsibility for Own Content

You are solely responsible for the information you post on the Service, through the Service or related to it, and that you provide to others. GSE may reject, refuse to post or delete User Content for any reason or for no reason, including, without limitation, User Content that, in GSE's sole discretion, violates the Terms of Use.

3.3. License

You hereby grant to GSE an irrevocable, perpetual, transferable, fully paid, royalty-free, worldwide license (including the right to sublicense and assign to third parties) and the right to copy, reproduce, modify, adapt, modify, create derivative works, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, transmit, publicly display, perform publicly, or provide electronic access, broadcast, communicate to the public by telecommunications, display, perform, store computer memory, and to use and practice in any way your User Content, as well as all works modified and derived from them in relation to our provision of the Service, including the marketing and promotions of the Service. You hereby grant GSE the right to authorize third parties to exercise the rights granted to GSE provided in these Terms of Use. In addition, you grant GSE the unconditional and irrevocable right to use and exploit, fully sub-licensable, perpetual, global, free from any royalty, obligation or compensation in a non-exclusive way, to use, distribute, reproduce, modify, adapt, publish, translate, publicly disseminate and publicize its name, image and other information or materials Included in User Content related to User Content, without any obligation to you by GSE to compensate you. Except as prohibited by law, you disclaim any attribution rights and / or moral rights you may have about your User Content regardless of whether such User Content has been altered or modified in any way. GSE does not claim ownership rights over your User Content and nothing in these Terms of Use is intended to restrict the rights you may have to use and exploit your User Content. GSE has no obligation to monitor or assert its intellectual property rights over its User Content.

3.4. User Interactions

You are solely responsible for your interactions with other users of the Service and with other parties with whom you interact through the Service and / or GSE games. GSE reserves the right, but not the obligation, to engage in such disputes in any way. You will fully cooperate with GSE to investigate suspicious, illegal, fraudulent or improper activities, including, but not limited to, granting GSE access to password-protected portions of your Account.

In the event of a dispute with one or more users, you will release us (and our officers, agents, subsidiaries, joint ventures and employees) from actions, demands and indemnities (for direct and indirect damages) of any kind and nature, known and unknown , arising out of or in any way related to such disputes.

4. Rates and Terms of Purchase

4.1. Shopping

In the Service you may purchase, with "real-world" money, a limited, personal, non-transferable, non-sublicensable and revocable license to use "virtual currency", including but not limited to virtual rights in the form, but not limited to, rays, shields, tickets or diamonds or the like, all for use in GSE games; And (b) "virtual game items" (along with "virtual currency", "Virtual Items"). You are only authorized to purchase Virtual Items with GSE or our authorized partners through the Service or GSE games.

GSE can manage, regulate, control, modify or delete Virtual Items at any time, with or without notice. GSE has no responsibility to you or to third parties if GSE exercises these rights.

The transfer of Virtual Items is prohibited, except through the Game. You may not and agree not to sell, exchange or otherwise transfer Virtual Items to other individuals or legal entities, including, without limitation, GSE, other users or third parties. You may not and agree not to place any bets or transfer of Virtual Items out of the Game.

ALL VIRTUAL ITEMS, WHETHER OR NOT PURCHASED WITH "REAL WORLD" MONEY OR RECEIVED FROM GSE OR THIRD PARTIES THROUGH THE SERVICE OR SERVICE ARE RESTRICTED TO THE SERVICE AND TO THE GAME AND ARE NOT REIMBURSABLE, IN ANY WAY, IN CURRENT CURRENCY OR GOODS OR GOODS OF ANY KIND BY GSE, USER OR THIRD PARTY.

The provision of Virtual Items for use in GSE games is a service provided by GSE that begins immediately upon acceptance by GSE of your purchase.

4.2. Payment of Fees

You agree to pay all fees and taxes incurred by you or others through a Registered Account for you. GSE may revise prices for products and services offered through the Service at any time. YOU ACKNOWLEDGE THAT GSE HAS NO REIMBURSEMENT OBLIGATION OF VIRTUAL ITEMS FOR ANY REASON AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR VIRTUAL ITEMS NOT USED WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR NOT.

5. Service Updates

You understand that the Service and GSE Games are evolving. GSE may require you to accept updates to the Service and GSE games that you have installed on your computer. You acknowledge and agree that GSE may update the GSE Service and GSE games, notifying you or not. It may be necessary for you to update third-party software over time in order to receive the Service and play GSE Games.

6. Disclaimer of Warranties

WITHOUT LIMITATION OF GSE'S LIABILITY PROVIDED IN SECTION 7 BELOW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF THE TREATMENT OF TRADE OR THE USE OF THE SAME OF TRADING OR COMMERCIAL USE. GSE DOES NOT WARRANT THAT YOU HAVE CONDITIONS OF ACCESSING OR USING THE SERVICE AT THE MOMENTS OR LOCATIONS OF YOUR CHOICE; THAT THE SERVICE CANNOT BE INTERRUPTED OR IS ERROR FREE; WHAT DEFECTS, IF ANY, WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. Limitation of Liability; Sole and Exclusive Guardianship; Indemnity

GSE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES (INCLUDING, BUT NOT LIMITED TO, QUALIFIED LOSSES), ARISING OUT OF THESE TERMS OF USE OR THE SERVICE, OR IN ANY WAY RELATED TO THE SAME, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER GSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES . GSE SHALL NOT BE LIABLE FOR MORE THAN THE VALUE PAID BY YOU TO GSE ACCORDING TO THESE TERMS OF SERVICE IN THE LAST 30 DAYS BEFORE THE BEGINNING OF ANY DISPUTE BY YOU AND THE CANCELLATION BY YOU OR US OF YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE

REMEDY (AND GSE'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH GSE IS TO DISCONTINUE USING THE SERVICE AND CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Thus, some of the above waivers and limitations may not apply to you. To the extent that GSE cannot, by virtue of applicable law, fail to assert any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of GSE's liability shall be the minimum permitted by applicable law. IN PARTICULAR, NOTHING IN THESE TERMS OF USE SHALL AFFECT THE LEGAL RIGHTS OF CONSUMERS.

You agree to indemnify, defend and hold harmless GSE from claims, claims, damages or other losses, including reasonable attorneys' fees, claims by third parties arising out of or arising out of your use of the Service, or violations of your part of these Terms of Use. The above will not be applied if the violation of the rights is not attributed to wilful or guilty conduct.

8. Dispute Resolution and Law

In the event of a dispute between you and GSE, we recommend that you first contact us directly to find a solution by going to our customer support website at support@gsegames.com. If you reside in the Federative Republic of Brazil, these Terms of Use and any disputes arising out of or in connection with them or the Privacy or Service Policy, will be governed in all respects by national laws, disregarding provisions of conflicts of interest. law. You agree that any claim or dispute you may have against GSE shall be exclusively governed by a court located in São Paulo, State of São Paulo. If you reside outside the Federative Republic of Brazil, you agree that all disputes between you and GSE will be governed by the laws of Brazil, disregarding provisions of conflicts of law. You agree that any claim or dispute you may have against GSE shall be settled exclusively by a court located in São Paulo, SP, Brazil.

9. Independence of Contractual Clauses

It is agreed between you and GSE that if any part of these GSE Terms of Use or [Privacy Policy](#) is held to be unlawful or unenforceable in whole or in part by a court of competent jurisdiction, such provision, or jurisdiction, shall be invalid only to the extent of said determination of invalidity or inapplicability, without affecting the validity or enforceability thereof otherwise in other jurisdictions, without affecting the other provisions of the terms, which shall remain in full force and effect.

10. General Provisions

10.1. Assignment

GSE may assign or delegate these Terms of Use and / or [GSE Privacy Policy](#), in whole or in part, to any person or entity at any time, with or without your consent. You may not assign or delegate your rights or obligations set forth in the Terms of Use or the [Privacy Policy](#) without the prior written consent of GSE, and any unauthorized assignment and delegation by you is invalid.

10.2. Complementary Policies

The GSE may publish additional policies related to specific services, such as forums, contests or loyalty programs. Your right to use such services is subject to such specific policies and these Terms of Use.

10.3. Completeness of Contract

These Terms of Use, the Supplemental Policies and the documents expressly incorporated by reference in this document (including the [GSE Privacy Policy](#)) constitute the entire agreement between you and GSE and supersede all prior understandings of the parties relating to the subject matter,

whether electronic, oral or written, or established by use, practice, policy or precedent, between you and us with respect to the Service.

10.4. No Waiver

GSE's failure to enforce or enforce strict compliance by you with the provisions of these Terms of Use or the GSE Privacy Policy or omission in the exercise of the rights set forth in such instruments shall not be construed as a waiver or waiving of the right of GSE to claim such provisions or avail themselves of them on other occasions.

GSE's express waiver of the provisions, conditions or requirements of these Terms of Use or the GSE Privacy Policy shall not constitute a waiver of your future obligations to comply with such provisions, conditions or requirements.

Except as expressly and specifically set forth in these Terms of Use, no statement, affirmation, warrant, waiver, or other acts or omissions by GSE shall be deemed to be modifications of these Terms of Use and shall not be legally binding unless physically documented in writing and signed by you and a designated director of the GSE.

10.5. Notices

We may send you notices through postings in and through e-mail or other means of communication for contact information that you provide to us. All notices given to you or required of you in these Terms of Use or the GSE Privacy Policy will be in writing and addressed to: support@gsegames.com. The notices you provide in breach of this Section of Notices shall have no legal effect.

10.6. GSE Equitable Right

You acknowledge that the rights granted and the obligations assumed under these Terms of Use for GSE are to GSE of a unique and irreplaceable nature, the loss of which will cause irreparable damages to GSE which cannot be replaced only by monetary damages, so that GSE will make (without the obligation to provide security or guarantee or proof of damages) use of its right in equity in case of violations or anticipatory violations caused by you.

You irrevocably waive the rights to seek waiver of any obligation to do or otherwise obtain safeguard in equity, or to judicially prohibit or restrict the operation of the GSE Service or games, the exploitation of any type of advertising or other materials issued for such purposes, or exploitation of the Service or any content or other materials used or displayed through the Service and you agree to limit your claims to claims for monetary damages limited by Section 7 (if any).

10.7. Force Majeure

GSE shall not be liable for delays or omissions in performance resulting from causes beyond the reasonable control of GSE, including, without limitation, performance omissions provided for in this document caused by unforeseen circumstances or causes beyond GSE control, such as war, terrorism, disorder, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of means of transportation, fuel, energy, labor, communication, of any kind of infrastructure (public or private), materials or other causes of force majeure.