



Website Terms and Conditions

Last Updated: 17th March 2021

Background:

GenGame Ltd are a UK based business who develop mobile apps and other digital and web-based products for use by both companies and individuals.

These Terms and Conditions apply between you and GenGame Ltd and its affiliates (hereinafter "GenGame", "Us" or "We" regarding the use of our Website (the "Service").

Use of GenGame's, apps, websites, email systems and related services are also governed by our [Privacy Policy](#) which you should read before using this service or any of our products.

Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur by you using this service.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE SERVICE IMMEDIATELY.

1. Use of Service

1.1 Any use of the Service in violation of the following rules is strictly prohibited, and may subject you to liability for violations of law. You agree that you will not, under any circumstances:

1.1.1 Engage in any act that GenGame deems to conflict with the spirit or intent of the Service or make improper use of GenGame's support services.

1.1.2 Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service or without GenGame's express written consent, modify or cause to be modified any files that are a part of the Service

1.1.3 Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support the Service.

1.1.4 Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service.

1.1.5 Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or any GenGame game or app, or to obtain any information from the Service using any method not expressly permitted by GenGame.

2. How we use your data and privacy

of the Service is also governed by Our [Privacy Policy](#), which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

3. Disclaimers

3.1 We make no warranty or representation that the Service will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from participation in the Service.

3.2. Whilst We use reasonable endeavours to ensure that the Service is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and hardware used to access the Service.

3.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to your non-excludable rights as a consumer in certain jurisdictions

4. Changes to the service and these terms and conditions

We reserve the right to change the Service or these Terms and Conditions at any time. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Service

5. Availability of service

5.1 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

5.2 We accept no liability for any disruption or non-availability of the Service resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

6. Links to other websites

6.1 Our Service may contain links to third party websites that are not controlled by Us.

6.2 We advise you to read the terms and conditions and privacy policies of any of these websites that you visit.

6.3 We assume no responsibility for the content, policies, or practices of these sites. We do not warrant the offerings of any of these entities or their websites.

6.4 You acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party website or services.

7. Limitation of liability

7.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, from the use of the Website or any information contained therein. You should be aware that you use the Service at your own risk.

7.2 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

8. Indemnification

You agree to defend, indemnify and hold harmless GenGame Ltd and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a breach of these Terms.

9. Third party rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and GenGame Ltd.

10. Law and jurisdiction

These Terms and Conditions and the relationship between you and GenGame Ltd shall be governed by and construed in accordance with the Law of England and Wales. GenGame Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.