

## USER AGREEMENT

The Game sensor website (the "**Website**") User Agreement (the "**Agreement**") is an agreement to use the Website (the "**Agreement**") between the developer of the Website (the "**Developer**"), and the end user (the "**User**" or "**you/you/your**"). Please read the terms of this Agreement before using the Site. By accessing and using the Site, you agree to your full and unconditional acceptance of the terms of this Agreement. If you do not accept the terms of this Agreement in full, you may not use the Site in any way or for any purpose.

### 1. General concepts and provisions

1.1. "**Developer**" is a natural or legal person who has developed and placed the Website on the Internet, and uses it in accordance with the User Agreement. The address for contacting and sending suggestions and comments on the work of the Application is given below.

1.2. "**User**" means a person accessing and using the Site (whether or not he/she has registered on the Site).

1.3. "**Website**" means an Internet resource located on the Internet at <https://gamesensor.info/>, which is a collection of information (software) integrated into a shell, designed for use on a computer, enabling the User to view/read text, photos and other actions on the computer, including the use of additional tools and services.

1.4. The use of the Site is permitted only under the terms of this Agreement. If the User does not accept the terms of this Agreement in full, the User has no right to use the Site for any purpose. The use of the Site in violation (non-compliance) of any of the terms of the Agreement is prohibited.

1.5. By using the Application, the User agrees that an integral part of this Agreement is the "Privacy Policy" - available on the Internet at - [https://gamesensor.info/uploads/private\\_policy.pdf](https://gamesensor.info/uploads/private_policy.pdf) and that he acknowledges and agrees to all the terms of said Privacy Policy.

1.6. Use of the Site is permitted only to individuals and entities who can enter into legally binding contracts under applicable law. You must be 18 years or older to use the Site (or 13 years or older if you have the consent of your parent or guardian). If you are under the age of 13 you are not permitted to use the Site. If you are acting on behalf of any entity or organisation, you warrant and represent that you have the authority to bind the entity to this Agreement.

### 2. Peculiarities of using the site

2.1. The performance of the functions of the Website is not possible (limited) if there is no access to the Internet.

2.2. The Developer is not liable if the Site fails to load on the User's computer.

2.3. The User shall bear all costs for the Internet connection, the User's computer and/or other equipment through which the User accesses the Internet and uses the Site, as well as the relevant communication equipment.

### 3. Restrictions on the use of the Appendix

3.1. Except for the uses to the extent and in the manner expressly provided for in this Agreement, User shall not modify, decompile, disassemble, decrypt or otherwise manipulate the object code and source code of the Site in order to obtain information about the algorithms used on the Site, create derivative works using the Site or make (permit) any other use of the Site, any components of the Site, stored images or other data, without a written

3.2. The User may not reproduce and distribute the Site and its components for commercial purposes (for a fee), including as part of collections of software products, without the written consent of the Site Developer.

3.3. The User agrees that they will not post or send any content that

- is unlawful, threatening, obscene, vulgar or pornographic, including any communication which constitutes (or encourages conduct that would constitute) a criminal offence, gives rise to civil liability or otherwise violates any local, state, national or international law;
- infringes the copyright, trademark or other intellectual property rights of any other person;
- is false, inaccurate or misleading, or incorrectly assumes or states the identity, characteristics or qualifications of another person;
- collects or requests personal information from other users;
- places an unreasonable or disproportionate burden on any infrastructure supporting the Site;
- is intended to send spam or promote products or services without the prior permission of the Developer;
- is fraudulent or involves the distribution or sale of illegal, counterfeit or stolen items;
- contains any virus, Trojan horse, worm, time bomb, cancelbot or other computer programming software that could damage, maliciously interfere with, surreptitiously intercept or appropriate any system, data or personal information, or other malicious component;
- is defamatory and affects or violates the privacy or publicity rights of others, such as photographs, video clips, personal information or other material that reveals personal, private or confidential information about another person without that person's consent.

3.4. The User acknowledges and agrees that it will not:

- behave in any way that might lead to disputes or conflicts with other users of the Site or any third parties that you come into contact with as a result of using the Site;
- harass, intimidate, threaten or otherwise harass or cause discomfort to any other user;
- publish contact details of anyone else, including but not limited to telephone numbers, email address, home or work addresses and social media accounts, without their permission;
- collect or store personal data about other users of the Site, including collecting usernames or phone numbers by electronic or other means for the purpose of sending unsolicited communications;
- upload, email or otherwise transmit any content, including user-generated content or third party material, which contains viruses or any other computer code, files or programs that may interrupt, restrict or interfere with any computer software, hardware, database or file, which is owned, leased or used by the Site, its users or any third party;
- impersonate any person or entity, falsify or otherwise misrepresent themselves or their affiliation with any person or entity by providing or refusing to provide information.

#### **4. Copyright notice**

4.1. The Developer shall respect the rights of owners of intellectual property.

4.2. The developer uses the name, image or description of a product or service solely to refer to the actual product or service or its source for information purposes in a manner that does not give the impression of endorsement or sponsorship. Product logos and images shall be displayed in as accurate and appropriate a quality as possible.

4.3. The use on the Site or its services of any material protected by copyright or trademark is "fair use" under copyright law.

4.4. If you believe that any content violates your intellectual property or other rights or is inconsistent with this Agreement, please contact the Developer at the address given below in the subject line "Copyright Notice".

#### **5. Privacy**

5.1. The use of the Site does not require the User to create an account (i.e. provide the User's details, create data for access, such as a login and password), but the functionality of the Site may be limited in such a case.

5.2. The User gives the Developer consent to the processing of their personal data for the purposes of providing services to the User. The User's data is processed under the terms of the Privacy Policy, available at [https://gamesensor.info/uploads/private\\_policy.pdf](https://gamesensor.info/uploads/private_policy.pdf) , solely for the purposes of the User's use of the Site for its functional purpose.

5.3. The User shall be solely liable to third parties for its actions when using the Website, including the fact that they comply with applicable law and do not violate the rights and legitimate interests of third parties. The User shall independently and at its own expense settle all third-party claims related to the User's actions while using the Website.

5.4. User is responsible for independently ensuring the non-disclosure (secrecy) of the data stored in the account, including the password, and is liable for its disclosure in any way through its own fault, including all risks and losses arising in connection therewith. Disclosure of account data by the User is a material breach of this Agreement.

5.5. The User is responsible for all activities carried out under their account and using their username and password, and for all activities carried out from their computer on which the Site is used.

## **6. Responsibility**

6.1. The Website is provided on an "as is" basis. The Developer cannot guarantee that the Website or any of its components and/or functions will work faultlessly and uninterruptedly on a computer, however, the Developer is committed to improving the quality of the Website. Also the Developer cannot give any guarantees regarding the compliance of the Website with the specific purposes of the User, does not guarantee the accuracy, completeness and timeliness of the information received by the User, as well as does not give any other guarantees not expressly provided in this Agreement.

6.2. The Developer shall not be liable: for the consequences of unauthorised use of the Site by third parties; for direct or indirect damage incurred by the User as a result of using/not using the Site.

6.3. The Developer has the right to deny the User the Services without warning if the User's actions are offensive, abusive, threatening, defamatory or otherwise in violation of the rights of third parties, and also in violation of applicable law and/or this Agreement.

6.4. The Developer is not responsible for the correctness of the data entered by the User when paying for third party services, nor for the correctness of the transactions between the parties involved in the settlement (banks, mobile network operators, payment agents, etc.).

6.5. The User is responsible for using and maintaining, at their own expense, all hardware, software, and telephone, cable, mobile, wireless, internet and other services required to access, visit and/or use the Site. If you access the Site via a mobile device, your mobile service provider may charge you for data transmission, text messaging and other mobile access or communication services.

6.6. The User has the right to address all questions and complaints regarding the use/failure to use the Website and also regarding possible violation of law and/or third party rights by the Website to the Developer (contact information is provided below).

6.7. This Agreement and all relations in connection with the use of the Website shall be governed by the applicable law.

## **7. Features of using the Patreon platform.**

7.1. You may use the Internet platform Patreon to maintain the Website.

7.2. By using the Patreon platform as subscribers to and for the benefit of the Site, you accept the Patreon rules located at: <https://www.patreon.com/policy> , which include:

- Patreon operating conditions,
- privacy policy;
- community principles;

- cookie policy;
- security policy, etc.

7.3. The Patreon Terms of Service, as set out in clause 7.2. of this Agreement, define and regulate the relationship between the User and the Patreon Platform.

### **8. Changes in conditions**

8.1. This Agreement may be changed unilaterally by the Developer. The Developer shall notify the User of any changes to the terms of this Agreement by posting the new version of the Agreement at the permanent address on the Internet: [\*\*https://gamesensor.info/uploads/terms.pdf\*\*](https://gamesensor.info/uploads/terms.pdf).

**The said amendments to the terms and conditions** of the Agreement shall enter into force on the date of their publication on the Internet at: [\*\*https://gamesensor.info/uploads/terms.pdf\*\*](https://gamesensor.info/uploads/terms.pdf), unless another procedure for their entry into force is provided for.

Previous versions of the Agreement are kept in the Developer's documentation archive.

### **9. Contact information**

9.1. We welcome your comments or questions. All communications should be sent to: [\*\*info@gamesensor.info\*\*](mailto:info@gamesensor.info).