**LAVEGA GAMES TERMS OF SERVICE AGREEMENT**
**Effective Date: 31.08.2022**

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TERMS OF SERVICE FOR USE OF WEBSITES AND SERVICES OF LAVEGA PROJECT BİLİŞİM YAZILIM VE BİLGİSAYAR PROGRAMLAMA A.Ş.

You should carefully read the following Terms of Service Agreement (“Agreement” or “Terms of Service”) before using any website (“Site”) and mobile game/application and services  (collectively the “Services”) of Lavega Project Bilişim Yazılım ve Bilgisayar Programlama A.Ş. (“Company” or “Lavega Games”).

1. TERMS AND BINDING EFFECT

This is a legally binding Agreement. By using the Site or any Services of Lavega Games, you hereby agree to abide by these Terms of Service. Terms of Service may be amended by the company from time to time in its sole discretion and without any notification given to you. The company will declare the updated Terms of Service on the Site at any time in case of any alteration in the Terms of Services. It is your responsibility to review and follow these Terms of Service periodically. Also, if at any time you find these Terms of Service unacceptable, you must immediately leave the Site and cease all use of the Services and the Site. This Agreement constitutes the entire and only agreement between us and you relating to the subject matter of the Agreement. Thus, it supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Site, the content, products, or services provided by or through the Site.

If you breach these Terms of Service we may take action against you, including but not limited to terminating your account in Services.

1. PRIVACY

To provide the Services, we need information about you, and we only use your information where we have a legal basis to do so. Please refer to our Privacy Policy to help you understand what information we process and how we use it and what choices you have when you use our Services.

1. AGE OF USERS

A person under 13 years old is not allowed to use our Services. A person between the age of 13 and 18 should require the consent of their parents or legal guardians (“Parents”) for using the Services of the Company. Parents can provide and verify their consent through the Site or through another authorized third-party provider made available through the Service. Where Parental consent is required, Lavega Games hereby recommends that Parents monitor the child’s online activity and the use of the Service. A parent who wishes to recall their previously-provided consent to a child’s access to and use of the Services should disconnect from our Services.

To the extent permitted under applicable law, Lavega Games rejects and declines any responsibility regarding any activities conducted by a person under 13 years old with or without the permission of a parent. If you are a parent and you give your consent or permission for your child to register for the Services, you thereby agree to the terms relating to the use of the Services by your child. For more detailed information, please review our Parent’s Guide.

1. DESCRIPTION OF SITES AND SERVICES

The Company operates online mobile gaming services, websites, and mobile applications that accompany such gaming services.

1. YOUR OBLIGATIONS

By registering or using the Sites and Services in any way, you agree to the following:

1. You agree not to access our Services in an unauthorized manner;
2. You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, or instructions as outlined in these Terms of Service and you will not encourage or enable any other individual to do so.
3. If asked by a member of Lavega Games to stop or change a behaviour or action, you will do so;
4. You agree not to cheat, hack or make any attack on the server in any way;
5. You agree not to transmit or make available in the Service or Site any advertising, promotional materials or any other forms of solicitation;
6. You agree not to transmit any material that contains viruses, worms, traps or malicious computer code;
7. You agree not to disrupt the normal flow of the application and dialogue, or otherwise act in a manner that negatively affects other people’s ability to use the Service;
8. You agree not to collect, process or store personal data about other people using the Service; and
9. You agree not to use any Lavega Games trademark, service mark or tradename, or any variation or misspelling thereof.

We may directly terminate or suspend your access to the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms of Service; (b) we suspect fraud, cheating, or misuse by you; or (c) we suspect any other unlawful activity associated to your behavior under mobile application.

1. FEES, REFUNDS AND RETURN POLICY

All sales through our Services are final and binding. You acknowledge and agree that any applicable fees and other charges are not refundable in whole or in part. You are fully liable for all charges to your account, including any unauthorized charges. Lavega Games does not issue any refunds or offer any exchanges of any products purchased on or through the Services.

In addition to the foregoing, you acknowledge that, except as otherwise set forth under applicable law, you will not be refunded, receive money, or be otherwise compensated for unused game assets when the services are terminated for any reason and without notice or an account is closed, whether such closure was voluntary or involuntary.

Lavega Games may, at any time, revise or change the pricing, availability, specifications, content, descriptions or features of the game or any products sold through the Services. The inclusion of any products through the Services at a particular time does not imply or warrant that these products will be available at any other time. All such changes will be effective immediately upon posting of such new product prices to the Services.

1. USE OF SOFTWARE

7.1 USER CONTENT

When accessing the Site or using the Service, you agree to obey the local law, general principles of law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, “Content”) in violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you. Additionally, in the event that you become aware of or reasonably suspect any infringement of the copyrights or trademarks or Company or any third parties, occurring on any Company Site, you will immediately notify Company to report such infringement. The company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or of any applicable laws.

7.2 LIMITED LICENSE TO USE THE SERVICES

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Lavega Games policies, Lavega Games grants you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the service for your own non-commercial entertainment purposes. You agree not to use the service for any other purpose as Services are provided to you for your personal and non-commercial use only.

The following restrictions apply to the use of the service:

1. You shall not (or attempt to) purchase, sell, rent or give away your account and you shall use your account only for non-commercial purposes, you shall not create an account using a false identity or information, or on behalf of someone other than yourself;
2. You shall not use the Service if you have previously been removed by Lavega Games, or previously been banned from playing any Lavega Games’ game.

7.3 LICENSE LIMITATIONS

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

You agree that you will not, under any circumstances:

1. Engage in any act that Lavega Games deems to be in conflict with the spirit or intent of the Service or make improper use of Lavega Games support services.
2. Use or take part (directly or indirectly) in the use of cheats, exploits, automation software, bots, hacks, mods, or any unauthorized third-party software designed to modify or interfere with the service, any Lavega Games game, or any Lavega Games’ game experience.
3. Modify or cause to be modified any files that are a part of the Service or any Lavega Games’ game and mobile application without Lavega Games express written consent.
4. Attempt to gain unauthorized access to the Service, accounts registered to others, or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Lavega Games, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service.

Lavega Games reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Service itself. Lavega Games reserves the right to take action as a result, which may include terminating your account and prohibiting you from using the Service in whole or in part.

7.4 SUSPENSION AND TERMINATION OF ACCOUNT AND SERVICE

WITHOUT LIMITING ANY OTHER REMEDIES, LAVEGA GAMES MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR LAVEGA GAMES SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR MOBILE APPLICATION, GAMES AND SITES, AND THEIR CONTENT, SERVICES, AND TOOLS, AND DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

1. COPYRIGHT INFRINGEMENT

The company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of the Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company’s policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (c) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted. For this notification to be effective, you must provide it to Company’s designated agent at:

Lavega Project Bilişim Yazılım ve Bilgisayar Programlama Anonim Şirketi

Bağdat  Cad. No : 125 D : 13 Kadıköy / İstanbul

hello@lavegagames.com

1. ALLEGED VIOLATIONS

The company reserves the right to terminate your use of the Service, mobile application, and/or the Site. To ensure that Company provides a high-quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service in accordance with the terms and provisions of Privacy Policy of Lavega Games. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Service, furnished Company with false or misleading information, or interfered with the use of the Site or the Service by others.

1. NO WARRANTIES

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES. THE SERVICE AND INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE.

1. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LAVEGA GAMES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LAVEGA GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, LAVEGA GAMES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU PAID TO US FOR THE PURCHASES MADE OVER THE GAMES OF LAVEGA GAMES.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LAVEGA GAMES.

You agree to indemnify, defend and hold LAVEGA GAMES (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys’ fees, asserted by any third party resulting from or arising out of your use of the Service, or any breach by you of these Terms of Service. However, the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

1. DISCLAIMER AND ACKNOWLEDGEMENT REGARDING GAME DATA

You hereby acknowledge that by using the Site or the Services you do not acquire any property rights whatsoever in the Site, Services, Game Data (as defined below), or any status within the Site and Services. To play games created by the Company requires the creation and retention of electronic files, including without limitation player characters, accounts, statistics, user profiles,  etc. (“Game Data”), which are stored by the Company. While keeping Game Data safe is a priority of the Company, note that Company shall not have any liability for the loss of any Game Data for any reason whatsoever.

1. INDEMNIFICATION

You agree to indemnify the Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including but not limited to all attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Service, or your infringement, or infringement by any other user of your account, of any intellectual property or other rights of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

1. WEBSITE CODE

All website code and shockwave files associated with the Site or Service belong to LAVEGA GAMES.

1. TRADEMARK

Unlawful use of Company trademarks is strictly prohibited. Such trademarks shall include, but are not limited to: “Lavega Games”.

1. DISPUTES AND GOVERNING LAW

If a dispute arises between you and Lavega Games, Lavega Games strongly recommends that you contact Lavega Games directly to seek a resolution at hello@lavegagames.com in advance. You agree that all disputes between you and Lavega Games shall be governed by the laws of Turkey by a Center Courts of Istanbul without regard to conflict of law provisions, and you agree to submit to the jurisdiction of such court.

1. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds that any term or condition in these Terms of Service is unenforceable, all other terms and conditions will remain unaffected and in full force and effect.

1. MODIFICATIONS

Company may, in its sole discretion and without prior notice, (a) revise these Terms of Service; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Service to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Service and other online policies posted on the Site periodically to be aware of any revisions.

1. FORCE MAJEURE

Lavega Games shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Lavega Games, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Lavega Games’ control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, pandemic, energy, labor or materials.

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.