

## **TERMS AND CONDITIONS**

These Terms and Conditions govern your use of this Website (Gaming Zombies, accessible at [www.gamingzombies.com](http://www.gamingzombies.com)), and any other related Agreement or legal relationship with the Owner in a legally binding way. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

The User must read this document carefully.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

This Website is provided by:

Loveday Marketing Limited with company number:  
09592451  
and address:  
35-37 Ludgate Hill, Office 7, London, England, EC4M 7JN

**Owner contact email:** [team@gamingzombies.com](mailto:team@gamingzombies.com)

Minors or people below 18 years old (dependent on jurisdiction) are not allowed to use this Website.

### **DEFINITIONS AND LEGAL REFERENCES**

**This Website (or this Application)** - The property that enables the provision of the Service.

**Agreement** - Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

**Business User** - Any User that does not qualify as a Consumer.

**Consumer** - Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

**European (or Europe)** - Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

**Owner (or We)** - Indicates the natural person(s) or legal entity that provides this Website and/or the Service to Users.

**Product** - A good or service available for purchase through this Website, such as e.g. physical goods, digital files, software, booking services etc. The sale of Products may be part of the Service.

**Revisions** - The requested changes to a previously-purchased product approved by the Owner and requested by the User in conjunction with any other offer or agreement for such herein.

**Service** - The service provided by this Website as described in these Terms and on this Website.

**Terms** - All provisions applicable to the use of this Website and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**Unlimited** - subject to final purchase, the term “unlimited”, as used in various offers, shall be deemed to mean and be agreed by the User to mean a pre-arranged and pre-approved limited number as pre-defined by the Owner and agreed to by the User dependent on each individual offer, as given further in these herein Terms and Conditions.

**User (or You)** - Indicates any natural person or legal entity using this Website.

**VIP** - A status inferred on selected individual Users based on sales of certain pre-ordained products, which in no way entitles the User to special treatment for other products outside those listed in the VIP offers.

### **Information about this Website**

Gaming Zombies and Loveday.ai (“Loveday”) offer custom graphic design services for gamers and streamers, including - but not limited to -logos, banners, profile pictures, avatars, overlays, face cams, panels, alerts and videos.

"This Website" refers to

- this website - gamingzombies.com and Loveday.ai (“Loveday”) - including its subdomains, and any other website through which the Owner makes its Service available, including third-party websites with hosting permissions;
- applications for website, desktop PC/Mac, mobile, tablet and other smart device systems;
- the Application Program Interfaces (API);
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

The following documents are incorporated by reference into these Terms:

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Copyright Policies](#)

Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, all clauses apply to all Users.

### **Content on this Website**

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to report related complaints using the contact details provided in this document.

## **TERMS OF USE**

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Website.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Website, Users agree to meet the following requirements and agree to all the terms herein given.

### **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (e.g. labor actions, infrastructural breakdowns or blackouts etc).

### **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

### **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the [Privacy Policy](#) of this Website.

### **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### **Rights regarding content on this Website - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content, with the exception of certain content on this website that may be the Intellectual Property of anyone other than the Owner, which has been used with the express permission of the copyright owner. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes through this website.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner on application in writing at the given physical address of the Owner.

### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

### **Contacts**

All communications relating to the use of this Website must be sent using the contact information stated in this document.

### **Communications**

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link at the bottom of the information emails.

### **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **Access to external resources**

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable Use Policy**

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations, third-party rights, or any part of these Terms and other associated documents and conditions.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:

- pretending to fulfill any possible condition or requirements for accessing this Website and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;

- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on this Website;
- probing, scanning or testing the vulnerability of this Website, including the services or any network connected to the website, nor breaching the security or authentication measures on this Website, including the services or any network connected to this Website;
- installing, embedding, uploading or otherwise incorporating any malware into or via this Website;
- using this Website or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on this Website or the Service;
- pretending to purchase any Products offered via this Website without any real intent to do so;
- failing to pay for Products purchased;
- adopting any automated process to extract, harvest or scrape information, data and/or content from this Website and all the digital properties thereto related unless where explicitly allowed to do so by the Owner;
- disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- disseminating or publishing any content that is false or may create unjustified alarm;
- using this Website to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- using this Website to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of this Website or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;
- misappropriating any account in use by another User;
- harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on this Website or by any other means;
- using any information relating to other Users, including personal or contact data, for purposes other than those this Website is intended for;
- registering or using this Website in order to promote, sell or advertise products or services of any kind in any way;

- indicating or trying to imply in any manner, that a User stands in a qualified relationship with this Website or that this Website has endorsed the User, the User's products or services or any third party's products and services for any purpose;

### **API usage terms**

Users may access their data relating to this Website via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses this Website, is bound by these Terms and, in addition, by the following specific terms:

- The User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

### **TERMS AND CONDITIONS OF SALE**

#### **Paid Products**

Some of the Products provided on this Website, as part of the Service, are provided on the basis of payment. The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Website.

#### **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of this Website and are subject to change without notice.

While Products on this Website are presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

#### **Purchasing process**

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes, but is not restricted to, these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Users may only include one (1) character, face, or person on any order, unless the option for additional added content/items/characters is selected during the purchasing process for the required additional cost given.
- Users may review their purchase selection, modify, remove or add items.

- Users will be required to specify their billing and contact details and a payment method of their choice.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, or altogether abort the purchasing process with no consequence.
- After providing all required information, Users must carefully review the order and, subsequently, may proceed to checkout.

To submit the order, Users must accept these Terms and use the respective button or mechanism on this Website, hereby committing to pay the agreed-upon price.

### **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes, and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

### **Content**

When the User submits an order, all uploaded images provided by the User in the process of producing an output result must be the User's own property. The User hereby agrees that any and all uploaded content is free from third-party intellectual property rights and third-party copyright, and hereby indemnifies the Owner from any and all liability should the image used become subject to any IP or copyright violation.

### **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website are displayed:

- excluding any applicable fees, taxes and costs;



## **Methods of payment**

Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website.

All payments are independently processed through third-party services.

This Website does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

## **Authorization for future PayPal payment**

If Users authorize the PayPal feature which allows future purchases, this Website will store an identification code linked to the Users' PayPal account. This will authorize this Website to automatically process payments for future purchases or recurring installments of past purchases.

This authorization can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

This PayPal feature is the sole obligation and responsibility of PayPal and the User hereby indemnifies the Owner from any and all liability due to mistakes or errors arising from this feature.

## **Retention of Product ownership**

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property or licensed purchase.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Delivery of digital content**

Unless otherwise stated, digital content purchased on this Website is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space under the Consumer Rights Act 2015, Chapter 3, Article 39, Subsections 3-5.

Users acknowledge and accept that the given time period by which any purchased Product may be downloaded may be extended due to unforeseen circumstances beyond the control of the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, and employees.

All digital content purchased for download by Users will remain in place for download for a maximum period of One Month (meaning a period of 30 days in these Terms, where the first day is not counted and the last day is counted) from the given date of upload, after which time such content will be deleted at an indeterminate point after the end of the last day of the 30-day period.

The User agrees that any content not downloaded within the given time and subsequently deleted is the responsibility of the User, who will indemnify the Owner from any and all liability.

### **Amendments to Requested Products**

Notwithstanding other rights given under these Terms, the User may request limited changes and/or revisions to Selected Products at any time within the 30-day limited period of access for download, for a single one-time fee of Five (5) US Dollars.

Not all products supplied on this Website come with rights of revision or changes.

Such changes and/or revisions, which limitations are at the sole discretion of the Owner, may be requested through email to the Owner at the given email address.

Should the User require the Owner to redesign the content, this shall be considered to be a new sale, and all fees for purchase shall be applicable.

### **Unlimited Revisions**

Subject to the purchase of a supported offer with “Unlimited Revisions”, the User shall be restricted to the following:

The supported offer may be for a limited period only, to be determined at the discretion of the Owner, and may be removed without further notice at any time.

Expiry or removal of the supported offer also removes the right to claim such from all Users who have previously purchased such, and removes all rights to claim assets of the specific offer, as well as removing all rights to “Unlimited Revisions”.

“Unlimited Revisions” shall only apply to Users who have purchased the supported offer through the correct and proper channels and have paid the amount of the supported offer price in full.

The use of “Unlimited Revisions” is subject to final purchase, and is valid for a period of 14 days after “receipt” of the Asset purchased under the aforementioned supported offer.

Receipt of the Asset shall be deemed complete at the time and date of sending of the email containing the download link for said Asset.

The User accepts all responsibility for downloading the Asset within the 30-day limited period of access for download.

The term “unlimited” in this meaning refers to the user’s ability to request free revisions for the entire term of the given period of 14 days, without penalty or payment. No more than TWENTY (20) individual revisions may be requested during the entire 14-day period.

One email may contain multiple revisions, and one revision is not limited to one email. The User will be notified by email once they have reached the maximum number of revisions.

Revisions must be requested before the expiry of the 14-day period. Any revisions requested after the expiry of 14 days will be chargeable at the standard rate as set out in the site’s Terms & Conditions, in the next preceding section, “Amendments to Requested Products”.

The 14-day period for the “Unlimited Revisions” is deemed to have started at the date and time that the Asset is deemed “received” by the User, as given previously.

The Owner accepts no responsibility or liability for failure of the User to download the Asset within the 30-day period, nor for any circumstances that prevent the User from downloading the Asset that are not within its control.

The User agrees that he/she has no rights of transfer of the aforementioned supported offer to his/her heirs and/or assigns without the express permission of the Owner, in writing, containing his signature and notarized in accordance with British Law.

Purchase of the supported offer is deemed to be complete and irrevocable acceptance of these Terms and Conditions.

## **USER RIGHTS**

### **Right of withdrawal**

#### **1. Custom Products**

The right of withdrawal does not apply to custom goods and/or services on this Website.

Users acknowledge and accept that the right of withdrawal does not apply to contracts for custom products concluded over this Website due to the nature of its offering. All sales are final and binding, and refund requests will not be given merit.

The right of withdrawal does not apply to custom-made products, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 [28. (b) the supply of goods that are made to the consumer’s specifications or are clearly personalized], and the User hereby acknowledges this and agrees to indemnify the Owner accordingly.

#### **2. Pre-made Products**

We guarantee that on delivery and for a reasonable period thereafter, the Goods will be free from material defects and fit for any advertised purpose.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your pre-made digital content, provided that the download of the aforementioned digital goods has not begun.

**a. No right to cancel once downloading starts**

When you buy the digital content, you have no right to cancel once the automatic downloading of it starts. You hereby waive all rights to cancel once an automatic download has started.

Your actions of starting a download of pre-made digital content is deemed under these Terms and Conditions to be a complete and full waiver of your rights to a cancellation of the purchase under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality. You may be entitled to a repair or replacement if your digital content is faulty;

**b. Repair and Replacement of faulty goods**

You are entitled to a repair or replacement if the digital content is faulty. If your digital content is faulty or not fit for purpose, please contact Gaming Zombies for any dispute resolution.

All dispute decisions on faulty goods are at the discretion of Gaming Zombies, and Users accept in full all decisions made by Gaming Zombies as final. The onus of proof of faulty goods lies solely with the User, and the User is required to provide such evidence of the fault as is required under law and these Terms and Conditions.

**c. Faulty goods do not include the following:**

Goods that are not suitable for the device for which they were downloaded;

It is up to the User to ensure that the device to which the downloaded digital content is used is suitable for such content. The User hereby indemnifies Gaming Zombies of any and all liability for faults developed on a device due to the lack of “reasonable care and skill” of the User in downloading the Digital Content to an unsuitable device.

**LIABILITY AND INDEMNIFICATION**

**EU and UK Users**

**Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Website has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In particular, within the limits stated above, the Owner shall not be liable for:

- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of this Website due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any losses that are not the direct consequence of a breach of the Terms by the Owner;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via this Website. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to this Website.

### **Australian Users**

#### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 or any similar State and/or Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

This Website is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

### **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

### **Indemnification**

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

### **Force Majeure**

The Owner shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Owner shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Owner considers unreasonable, it may, without liability on its part, terminate the contract.

### **EXTERNAL LINKS DISCLAIMER**

The Website may contain links to other websites or content belonging to or originating from third parties or links to websites and features. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees.

The Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the site or any website or feature linked in any banner or other advertising. The Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees will not be a party to or in any way be responsible for monitoring any transaction between the User and third-party providers of products or services.

### **VALIDITY OF TERMS**



Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions of the relevant jurisdiction, if so permitted or stated under the applicable law.

Any such invalid or unenforceable provision unable to be replaced by the relevant and applicable laws of the given jurisdiction will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement.

These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **DISPUTE RESOLUTION**

### **Governing law**

This Agreement is solely subject to the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts in connection with any disputes.

### **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based. The Parties submit to the exclusive jurisdiction of the City of London Court, at the Guildhall Buildings, Basinghall Street, London, EC2V 5AR

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 5 business days of receiving it.

## **SURVIVING PROVISIONS**

This Agreement shall continue in effect until it is terminated by either this Website or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of twenty five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Gaming Zombies hosts this content and only collects the Personal Data strictly necessary for it to be provided.