

# **BOOMBOX**

## **TERMS AND CONDITIONS OF USE**

**Effective as at January 2020**

Welcome to Boombox. This Agreement governs your access and use of Boombox software products and related updates, upgrades and features as well as online and mobile services, features, content and websites offered by Boombox (collectively "Boombox Services").

**BY USING BOOMBOX SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE BOOMBOX SERVICES.**

### **1. Boombox Account**

You need a Boombox Account to access and use many of the Boombox Services.

To create a Boombox Account, you must have a valid email address, and provide truthful and accurate information.

You must be at least 13 years of age (or such other minimum age as is applicable in your country of residence) to create a Boombox Account. If you are aged between the relevant minimum age and 18 (or the age of majority where you live), you and your parent or guardian must review this Agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using Boombox.

You are responsible for the activity on your Boombox Account. Your Boombox Account may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

You will provide at your own expense the equipment, Internet connection and charges required to access and use Boombox Services.

You may cancel your Boombox Account at any time. Contact Boombox at [help@boomboxgame.com](mailto:help@boomboxgame.com).

## 2. License

Boombox services are licensed to you, not sold. Boombox grants you a personal, limited, non-transferable, revocable and non-exclusive license to use the Boombox Services to which you have access for your non-commercial use, subject to your compliance with this Agreement. You may not access, copy, modify or distribute any Boombox Service or Content, unless expressly authorized by Boombox and permitted by law. You may not reverse engineer or attempt to extract or otherwise use source code or other data from Boombox Services, unless expressly authorized by Boombox and permitted by law. Boombox owns and reserves all other rights, including all right, title and interest in the Boombox Services and associated intellectual property rights.

Boombox Services include the software, technology, text, forum posts, chat posts, profiles, messages, links, emails, graphics, pictures, video, code, as well as the design and appearance of our websites and mobile applications. Content also includes user-generated Content ("UGC"). UGC includes Boombox Account profiles, forum posts, and other Content contributed by users to Boombox Services.

## 3. Availability of Boombox Services

We do not guarantee that any Boombox Service, Content or Entitlement will be available at all times, in all locations, or at any given time or that we will continue to offer a particular Boombox Service, Content or Entitlements for any particular length of time. Boombox does not guarantee that Boombox Services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations.

From time to time, Boombox may update, change or modify a Boombox Service, Content or Entitlements, without notice to you. These updates and modifications may be required in order to continue to use Boombox Services.

Boombox may need to update, or reset certain parameters to balance game play and usage of Boombox Services. These updates or "resets" may cause you setbacks within the relevant game world and may affect characters, games, groups or other Entitlements under your control.

## 4. User Generated Content

You are responsible for your UGC. You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this Agreement or a third party's right of privacy or right of publicity.

Boombox may, in its sole discretion, remove, edit or disable UGC if Boombox reasonably determines that UGC violates this Agreement. Boombox does not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. Boombox does not pre-screen any UGC and does not endorse or approve any UGC available on Boombox Services.

When you contribute UGC, you grant to Boombox, its licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You also grant all other users who can access and use your UGC on an Boombox Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the relevant Boombox Service without further notice, attribution or compensation to you.

You are solely responsible for all User Content that you post. Boombox is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST BOOMBOX RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD BOOMBOX HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

## 5. Rules of Conduct

When you access or use a Boombox Service, you agree that you will not:

- Violate any law, rule or regulation.
- Interfere with or disrupt any Boombox Service or any server or network used to support or provide a Boombox Service, including any hacking or cracking into a Boombox Service.
- Use any software or program that damages, interferes with or disrupts a Boombox Service or another's computer or property, such as denial of

service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs.

- Interfere with or disrupt another player's use of a Boombox Service. This includes disrupting the normal flow of game play, chat or dialogue within a Boombox Service.
- Publish, post, upload or distribute UGC or content that is illegal or that you don't have permission to freely distribute.
- Publish, post, upload or distribute any content, such as a topic, name, screen name, persona, or other material or information, that Boombox (acting reasonably and objectively) determines is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, privacy-invasive, vulgar, offensive, indecent or unlawful.
- Post a message for any purpose other than personal communication.
- Impersonate another person or falsely imply that you are a Boombox employee or representative.
- Improperly use in-game support or complaint buttons or make false reports to Boombox staff.
- Attempt to obtain, or phish for, a password, account information, or other private information from anyone else on Boombox Services.
- Use any robot, spider or other automated device or process to access this website for any purpose or copy any material on this website.
- Modify any file or any other part of the Boombox Service that Boombox does not specifically authorize you to modify.
- Use a Boombox Service in a country in which Boombox is prohibited from offering such services under applicable export control laws.
- Boombox requires you to create a "user name" or a "persona" to represent you in game and online, you should not use your real name and may not use a user name or persona that is used by someone else or that Boombox determines is vulgar or offensive or violates someone else's rights.
- Engage in any other activity that significantly disturbs the peaceful, fair and respectful gaming environment of a Boombox Service.
- Use information about users publicly available in Boombox (e.g. on a leaderboard) for any purpose unrelated to the Service, including any attempt to identify such users in the real world.
- Promote, encourage or take part in any prohibited activity described above.

If you or someone using your Boombox Account violates these rules and fails to remedy this violation after a warning, Boombox may take action against you, including revoking access to Boombox Services or terminating your Boombox Account. In case of severe violations, Boombox may take these actions without issuing a prior warning.

If you encounter another user who is violating any of these rules, please report this activity to Boombox by contacting Customer Support at [help@boomboxgame.com](mailto:help@boomboxgame.com).

Boombox may, in its discretion, monitor or record online activity or Content on Boombox Services and may remove any Content from any Boombox Service at its discretion. Remember that your communications and your UGC in a Boombox Service are public and will be seen by others.

Your use of Boombox Services is subject to Boombox's Privacy which is incorporated by reference into this Agreement.

## 6. Rights you grant us

If you provide feedback, ideas, or suggestions to Boombox in connection with the Boombox Service or Content (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Boombox to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Boombox a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

## 7. Termination

This Agreement will continue to apply to you until terminated by either you or Boombox. However, you acknowledge and agree that the perpetual license granted by you in relation to UGC is irrevocable and will therefore continue after expiry or termination of any of the Agreement. Boombox may terminate the Agreement or suspend your access to the Boombox Service at any time. If you or Boombox terminate the Agreement, or if Boombox suspends access to the Boombox Service, Boombox shall have no liability or responsibility to you. You may terminate this Agreement at any time. To terminate this Agreement contact Boombox at [help@boomboxgame.com](mailto:help@boomboxgame.com).

## 8. Warranties

BOOMBOX SERVICES ARE LICENSED AND PROVIDED "AS IS." YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, BOOMBOX GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. BOOMBOX DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT OR BOOMBOX SERVICE; THAT THE BOOMBOX SERVICE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE BOOMBOX SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT BOOMBOX SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BOOMBOX AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY BOOMBOX'S BREACH OF THIS AGREEMENT, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE OR EA SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE.

## 9. Entire Agreement

This Agreement, together with any other Boombox terms that govern your use of Boombox Services, constitutes the entire agreement between you and Boombox. The failure of Boombox to exercise any right under this Agreement shall not constitute a waiver of the right or any other right. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect.

## 10. Changes to this Agreement

Boombox may modify this Agreement from time to time, so please review it frequently. For Boombox users who accepted a version of this Agreement prior to modification, the revisions will become effective 30 days after posting at boomboxgame.com. Your continued use of Boombox Services means you accept the changes. Once you accept a version of the Agreement, we will not enforce future material changes without your express agreement to them. If you are asked to accept material changes to this Agreement and you decline to do so, you may not be able to continue to use the Boombox Service.

## 11. Assignment

Boombox may assign the Agreement, and any of its rights under the Agreements, in whole or in part, and Boombox may delegate any of its obligations under the Agreement. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party.

## 12. Indemnification

You agree to indemnify and hold Boombox harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Agreements or any one of them; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Boombox Service; and (4) your violation of any law or the rights of a third party.

## 13. Contact us

If you have any questions concerning the Boombox Service or the Agreement, please contact Boombox Customer Service at [help@boomboxgame.com](mailto:help@boomboxgame.com).