

## **Build A Rocket Boy®**

### **EVERYWHERE Web Terms Of Use**

#### **INTRODUCTION**

We are Build a Rocket Boy Ltd, and we are registered in Scotland under company number SC537252 and have our registered office at 2 Ocean Drive, Leith, Edinburgh, Scotland, EH6 6JB ('we', 'us', 'our').

These Terms of Use govern the rights, restrictions and requirements relating to the use of our website: <http://www.everywhere.game> (the "Website"). We've tried to keep them as short as possible, to help you understand how you can use our Website.

If you don't want to or cannot agree to these Terms of Use, then you must not use our Website. By using our Website, or by clicking 'accept', 'start' or similar (where applicable), you agree to these Terms of Use.

These Terms of Use are a legal agreement between us and you, so please read it carefully. If you breach these Terms of Use, we may stop you using our Website, contact you regarding your use of them or exercise other remedies that we have available to us at law or in equity.

These Terms of Use may change from time to time. Please check back with us periodically to make sure that you're aware of the latest version.

Should you have any queries or complaints relating to our Website, please get in touch with us at [privacy@buildarocketboy.com](mailto:privacy@buildarocketboy.com)

#### **WHAT YOU CAN DO**

As long as you follow the rest of these Terms of Use, you can use our Website for your non-commercial, personal use and we grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to do the same.

#### **WHAT YOU CANNOT DO**

We use commercially reasonable endeavours to protect our Website and our users, and it is important that our Website is not used in a way which is unfair or which might harm our rights or the rights of others. Accordingly, we may take any and all action available to us with respect to any conduct that violates the terms or spirit of these Terms of Use.

In relation to our Website, you must not:

- share, rent, resell, or make available copies or partial copies of our Website (or any 'hacked' versions) or otherwise use our Website commercially in any way except as expressly permitted by law;
- modify, adapt, hack, merge, translate, creative derivatives from, mimic, disable or tamper with, our Website;
- make public or commercial use, by any means, of (parts of) our Website, or any related products or services, without our prior written consent;
- provide hyperlinks to, or other forms of links to, our Website for obtaining profit or other commercial gain without our express prior written consent;
- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide our Website;
- share any password or security information you use to access our Website with any other person;
- delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trade mark notices or other legal lines or credits) notices on our Website;
- do anything (or attempt to do anything) which might disrupt use of our Website by us or other users, or which could threaten, harass or upset other users of our Website, or otherwise interfere with, damage or disrupt any equipment or network on which our Website is stored, any software used in the provision of our Website or any equipment or network or software owned or used by any third party; and
- make anything available on or through our Website that violates the rights of third parties (including without limitation their intellectual property or privacy rights).

## **USER GENERATED CONTENT AND THIRD PARTY CONTENT**

Our Website may include posts, photos, videos, images, voice communications, text and other communications submitted by users ("User-Generated Content"), third party website links and other third party materials.

Whilst we do not (and are not required to) actively pre-moderate User-Generated Content:

- we may remove, moderate or delete User-Generated Content at our discretion;

- we may disclose your identity to any third party who is claiming that any User-Generated Content uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy;
- where we do decide to moderate User-Generated Content in future, we will provide you with a means of contacting the moderator, should a concern or difficulty arise; and
- you can report third party or User-generated Content to us at [privacy@buildarocketboy.com](mailto:privacy@buildarocketboy.com), such as because it is illegal content or as it breaches these Terms of Use.

Where we provide the functionality for you to upload User-Generated Content to our Website, you:

- hereby grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable permission, right and licence for us to use, copy, adapt, edit, translate, make available, transmit and otherwise communicate, display and publish such User-Generated Content (or any part of it) on our Website, and also to store your User-Generated Content on our servers, for the purposes of providing, marketing, promoting, publicising and operating our Website;
- agree that you are responsible for all User-Generated Content you submit to us and share with others;
- warrant you own all necessary rights (including without limitation any and all intellectual property rights) to grant us the rights pursuant to this clause and that the content is your original work, and your User Generated Content does not infringe the rights of any third party (including without limitation their intellectual property or privacy rights) and does not defame a third party;
- warrant that you have obtained any and all necessary consents from any third party individuals and organisations featured in your User Generated Content; and
- agree and undertake that any User-Generated Content that you upload to our Website is accurate (where they state facts) and genuinely held (where they state opinions), and does not:
- contain any content which is unlawful or will give rise to any actual or possible civil or criminal liability for you or for us;

- solicit, encourage, invite, advocate, request or provoke directly or indirectly any illegal activity or breaches of these Terms of Use;
- infringe the rights of any third party, including without limitation their intellectual property or privacy rights;
- include any virus, worm, logic bomb, bug or any other form of malicious or technically harmful data, code, link or information;
- contain content which is (in our reasonable opinion) offensive, deceptive, hateful, inflammatory, violent, threatening, abusive, pornographic, sexually explicit, defamatory, discriminatory, obscene, morally objectionable, or which would harass, upset, embarrass, alarm or annoy any other person;
- commercially market or promote any third party, or products or services owned by third parties;
- seek to or attempt to make any arrangement to meet a child under the age of eighteen (18);
- contain any restricted or security related content such as passwords, medical information or confidential information; or
- impersonate, or misrepresent your identity or affiliation with, any person or organisation (including giving the impression that the User-Generated Content emanates from us, when it does not).

Any views expressed on our Website are the views of the authors and not of us, unless we expressly specify otherwise.

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

## **LINKING**

Our Website may provide links to other websites, which may be operated by third parties who are not related to, affiliated with or endorsed by us (“Third Party Websites”). Third Party Websites are not governed by these Terms of Use but by other agreements or policies that may differ from these Terms of Use (which we encourage you to review before using them). In visiting the Third Party Websites, you do so at your own risk and you assume all responsibility in that regard. We make no representations or warranties

regarding the Third Party Websites, and do not endorse Third Party Websites or any of their content.

Subject to us reserving the right to withdraw linking permission without notice, you may link to our Website's home page (and no other part of our Website) if:

- you do so fairly, lawfully, non-deceptively and the link does not damage our reputation or take advantage of it;
- your link does not suggest any form of association, approval or endorsement on our part where none exists; and
- you do not establish a link to our Website in any website that is not owned by you, and our Website is not framed on any other website.

## **OUR LIABILITY**

Nothing in these Terms of Use will limit or exclude any of your rights which may not be limited or excluded under law. This means for instance that our liability to you for personal injury or death caused by our negligence is not excluded or limited, nor is our liability to you for any fraudulent representation we make.

Other than as mentioned above, our overall liability under these Terms of Use to you is limited to £10 (ten pounds).

Our Website, and any updates and any additional content, are provided 'as is'. That means we don't make any promises to you about our Website other than that it will be of satisfactory quality, as described and fit for purpose.

We'll use reasonable skill and care to provide our Website, but can't guarantee there won't be any errors, bugs or interruptions to them, or that our Website will not cause any problems with your device

Please notify us straight away if you discover any problems with our Website, so we are aware and can decide whether it is something we need to address in a future update. You can contact us to let us know about any problems with our Website the following email address [privacy@buildarocketboy.com](mailto:privacy@buildarocketboy.com)

You are responsible for configuring your information technology, computer programmes and platform to access our Website, and you should also use your own virus protection software.

## **PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information.

Please take care when disclosing any information about yourself on or through our Website, as people may not necessarily be who they say they are, or may behave in an unreliable, misleading or illegal way.

Whilst we cannot control information you choose to provide to other users, we strongly recommend that you exercise caution, act sensibly and not disclose any information which you do not wish to have disseminated into the wider public internet. Any disclosures of your information by you to other users are made by you at your own risk. Once information is disclosed by you in this way, it may not be possible for us to prevent its dissemination over the public internet.

## **INTELLECTUAL PROPERTY**

All intellectual property rights in our Website throughout the world belong to us and our licensors, and the rights in our Website are granted to you by way of a limited license (and are not sold) to you. You have no intellectual property rights in, or to, our Website other than the right to use our Website in accordance with these Terms of Use. Except as otherwise expressly provided in these Terms of Use, all rights are reserved by us and our licensors.

## **FEEDBACK AND/OR UNSOLICITED CONTENT**

Please note that we do not accept any unsolicited feedback or ideas, including submissions around concepts, creative ideas, suggestions, stories, scripts, products, games or any other potential creative content (together "Unsolicited Content"). By nonetheless providing us with such, you renounce any possible claim against us and our affiliates with respect to any intellectual property rights vested in such Unsolicited Content, including, but not limited to, copyrights. We will also not compensate you in such instance. Any unsolicited feedback or submission will be disregarded, to avoid any possible misunderstanding around intellectual property rights vested in our work. Receiving your submission of Unsolicited Content will not prevent us from offering, promoting, or developing products or games that compete with your Unsolicited Concept, or working with others to do so. By submitting any Unsolicited Content to us, you are agreeing to these terms.

## **TERMINATION AND SERVICE OUTAGE**

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may temporarily discontinue our Website and any and all services and content available through them at any time for the purposes of updates, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

Failure to comply with these Terms of Use may result in us taking all or any of the following actions (or any other action we deem reasonably necessary):

- temporary or permanent removal of any User-Generated Content uploaded by you to our Website, or your right to use our Website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you. This may happen because we choose to end the availability of our Website, and you will not be entitled to compensation in this event.

## **GENERAL**

We reserve the right to amend these Terms of Use at any time and without prior notice. Any changes we make to these Terms of Use will be posted on this page and where appropriate, may be notified to you by e-mail. We recommend that you review these Terms of Use from time to time as any changes we make will be binding on you.

We may transfer our rights and obligations under these Terms of Use to another organisation. We will let you know if that happens and we will ensure that your rights under these Terms of Use are unaffected. You may not transfer your rights or obligations under these Terms of Use unless we expressly agree to the transfer in writing.

Except where expressly stated to the contrary in these Terms of Use, these Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to

enforce any term of these Terms of Use.

Even if we delay in enforcing these Terms of Use and/or our rights, we can still enforce these Terms of Use and/or our rights later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaching these Terms of Use, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These Terms of Use are governed by Scots law and you can bring proceedings in respect of these Terms of Use in the courts of Scotland. In addition you may have the legal right to bring proceedings in your local jurisdiction and if this is the case then you may bring proceedings there.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.