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## TERMS AND CONDITIONS

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These are terms of service which apply to all users of our platform, service and applications (together “services/cZeus”) (“you”) and The Mathematical Games Company Limited (Company Number: 8093051) (“we/us/TMGCL”). You can also access these terms online at <http://www.czeuspuzzles.com> (our “terms”). Our terms describe your obligations and our responsibilities while using our service. To see how we handle your personal data, please see our privacy policy at [http://czeuspuzzles.com/documents/TMGC\\_privacy\\_policy.pdf](http://czeuspuzzles.com/documents/TMGC_privacy_policy.pdf)

Operating system requirements: The cZeus application requires Internet access and an iOS device (with iOS 7.0 or later) or an Android device (with OS 4.0 or later). You are responsible for the internet connection and/or mobile charges that you may incur for using our Services. You should ask your mobile operator or internet service provider if you are unsure what these charges will be, before you play.

Important Notice: As a consumer, you have the right to withdraw from any transaction with us without charge and without any reason before downloading the cZeus application. However, you will lose the right to cancel the transaction once you begin to download the cZeus application.

### 1. About our Services

TMGCL provides you with an application called ‘cZeus’. cZeus consists of a set of games (‘Games’) which are designed to help you and all our users to improve their numeracy and to have fun in doing so.

### 2. Acceptance of Terms and Conditions

By using our services, you confirm that you have read and understood these terms and agree to abide by them. You confirm that either you are at least 13 years old or that if you are younger than 13, you have the permission of your parent or legal guardian, who will take responsibility for your compliance with these terms.

If you do not agree to abide by these terms, you may not use cZeus or any other services offered by TMGCL. In this case, do not download cZeus, or if you already have it installed, please stop using our service.

TMGCL may update these terms from time to time. If any changes to the terms are made, the update will be mentioned first on our website at <http://www.czeuspuzzles.com>

### 3. Description of Service and Pricing

TMGCL provides you with a smartphone or tablet application called cZeus with a suite of features consisting of games and tools designed to help you to improve your numeracy. Unless otherwise stated, any further services that may be provided by TMGCL are also subject to these terms.

In consideration of you agreeing to abide by these terms and our Privacy Policy, we grant you a non-transferable, non-exclusive licence to download cZeus free of charge. In order to access additional

features, including (but not limited to), paid for content, you will be charged for this. For the latest pricing of cZeus In-app purchases, please see <http://itunes.com/apps/czeus> and <https://play.google.com/store/apps/details?id=com.tmgcl.cZeus> for the Apple iTunes and Google Play app stores respectively. We may change the pricing scheme at our discretion. Any such changes will be added to the Apple App store and Google Play App store (see above links).

Our Games may also include virtual currencies such as coins, gold coins and points (“Virtual Money”) or items or services for use with our Games (“Virtual Goods”). You can buy Virtual Money from us for real money if you are at least 18 years old. If you are over 18 years old you may also be able to buy Virtual Goods for real money and/or other credits. You agree that Virtual Money and Virtual Goods can never be exchanged for real money, real goods or real services from us or anyone else. You also agree that you will only obtain Virtual Money and/or Virtual Goods from us, and not from any third party.

You do not own Virtual Goods or Virtual Money but instead you purchase a limited personal revocable licence to use them – any balance of Virtual Goods or Virtual Money does not reflect any stored value.

You agree that all sales by us to you of Virtual Money and Virtual Goods are final and that we will not refund any transaction once it has been made. If you live in the European Union you have certain rights to withdraw from distance purchases. However, please note that when you purchase a licence to use Virtual Goods or Virtual Money from us, the performance of our services begins promptly once your purchase is complete and therefore your right of withdrawal is lost at this point.

If you live in the European Union, we will provide you with a VAT invoice where we are required to do so by law or where requested by you. You agree that these invoices may be electronic in format.

We reserve the right to control, regulate, change or remove any Virtual Money or Virtual Goods without any liability to you.

Without limiting paragraph 7, if we suspend or terminate your account in accordance with paragraph 7 of these terms you will lose any Virtual Money and Virtual Goods that you may have and we will not compensate you for this loss or make any refund to you

We reserve all other rights.

#### 4. Registration

Once you have downloaded cZeus, you will need to register to create an account before you can use it. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. Each account must be used individually and is not transferable.

You agree to not share your account with any third party, to immediately notify TMGCL should you suspect any unauthorised use of your account, to provide true, up-to-date and complete information about yourself during registration, and ensure this information remains up-to-date.

## 5. Privacy

In order to provide you with an adequate service, we need access to certain information about you and about your usage of cZeus. See our Privacy Policy at

[http://czeuspuzzles.com/documents/TMGCL\\_privacy\\_policy.pdf](http://czeuspuzzles.com/documents/TMGCL_privacy_policy.pdf) . By using cZeus or any other application from TMGCL, you agree to the terms laid out in our Privacy Policy.

## 6. User Conduct

You agree to use cZeus and any other applications offered by TMGCL in a proper and lawful manner, and ensure that you do not violate any applicable laws (whether international, national, state or local) or infringe the rights of any third parties.

You agree that you will not use cZeus or any other applications offered by TMGCL to maliciously attempt to access or damage the data of other users or third parties, that you will not try to hack or unlawfully distribute or sell the software of TMGCL or any other applications released by TMGCL, and that you will not attempt to interfere with any other party's appropriate use of the service without their permission. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express prior written consent of TMGCL.

You understand that TMGCL will retain user information and, if obliged to do so by law or otherwise, disclose user information according to the terms set out in the TMGCL Privacy Policy.

You understand that should you violate these terms, TMGCL may terminate your right to access and use the service at our discretion without warning and without being obliged to provide a refund.

Some of our Games allow you to play against an opponent or to play socially with other users. You may be able to (i) choose to play against another user or to play socially with another user whom we select, or (ii) play against, or play socially with one of your contacts on a platform or social network which you have allowed our games to interact with. Some of our Games may also allow you to search for your friends (for example, by email address) in order to find them to play against or play socially with. We may also display the display names of your past opponents so that you can easily find them to play again.

### Example for individual competition

- Where we select another user for you, we may either select at random or use such criteria as we see fit to select your opponent (for example, your past scores, your location or level you have reached in the Game).
- By accessing and/or playing those of our Games which allow you to play against an opponent or to play socially, you agree to your display name, scores, and other related details being displayed to other users. You also understand and agree that other users may find you by searching for you with your email address. Please note that we will only show your display name publically, and not your email address; another user must already know your email address in order to search for you.

## 7. Termination of Service

TMGCL may terminate your access and use of the service at its discretion if it has good reason to believe you have breached these terms. In such circumstances you are not entitled to any refund.

TMGCL have the right to withdraw or modify one or more of our Games or any other part of our Services (in whole or in part) without liability to you from time to time:

- for technical reasons (such as technical difficulties experienced by us or on the internet);
- to allow us to improve user experience;
- where we have legal reasons for doing so (including privacy or other legal objections to the content or conduct of our Services);
- because it no longer makes business sense for us to provide the relevant Game or part of our Services; or
- because we have altered the services we provide.

There may also be times when our Services or any part of our Services is not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.

## 8. Intellectual Property

TMGCL (or its licensors) retains all intellectual property rights in its services including without limitation in TMGCL or any other applications released by TMGCL, including all software and all other content provided by TMGCL

Subject to the above, TMGCL grants you the limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use its software in accordance with these terms and for your non-commercial and personal use.

Your licence to use the cZeus application is restricted to use of the object code of the cZeus application, and it is a condition of such licence that, except to the extent expressly permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. Additionally, you understand that you may have to agree to additional terms and conditions before you use such software or any third party content.

You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the service or the cZeus application, in whole or in part, except with TMGCL's explicit permission.

You further agree: (i) to include our copyright notice on all entire and partial copies you make of the application on any medium in accordance with these terms; (ii) not to provide or otherwise make available the cZeus application in whole or in part (including object and source code), in any form to any person without prior written consent from us; and (iii) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the application or any service.

## 9. Indemnity

You indemnify and hold TMGCL, and its affiliates, and its and their officers, directors, agents, co-branders or other partners, and employees, harmless from any losses, damages, cost, expense (including reasonable legal fees) or other liability, arising out of any claim, demand, allegation or proceeding brought by any third party due to or arising out of any content you provide, your use of the service (including without limitation the cZeus application), your connection to the service (including without limitation the cZeus application), your breach of these terms, or your violation of any rights of another person or entity.

## 10. Disclaimers and Limited Liability

You understand that all TMGCL services and apps are provided AS-IS and that you use such services and apps at your own risk. TMGCL disclaims all warranties of any kind, express or implicit, to the fullest extent possible having regard to applicable laws. This includes but is not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement. TMGCL does not assume any responsibility for any loss of your personal or non-personal data, loss of access to the service, or any other errors that may impede your use of the service.

We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum aggregate liability under or in connection with these terms (including your use of any services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount you paid us in the 6 months immediately preceding the event giving rise to a claim provided that nothing in these terms shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; and (ii) any other liability that cannot be excluded or limited by English law.

## 11. General Information

These terms and the relationship between you and TMGCL shall be governed by the laws of England without regard to any conflict of law provisions of any jurisdiction. Both you and TMGCL agree to submit to the exclusive jurisdiction of the English courts, except that TMGCL may seek injunctive relief in any jurisdiction in order to enforce its rights under these terms.

No person other than you and TMGCL shall have any rights under these Terms in relation to your use of our services.

Any failure of TMGCL to exercise or enforce any right or provision of the terms shall not constitute a waiver of this right or provision. If any provision of the terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms shall remain in full force and effect.

You agree that these terms represent the entire understanding between you and TMGCL in respect of your relationship with TMGCL (except in respect of Paid Services, which are also governed by the

Paid Services Terms). These Terms and Conditions supersede any previous agreements between you and TMGCL including any previous version of these Terms of Service.

## 12. Contact

Questions, comments and requests regarding our terms and conditions are welcomed and should be addressed to The Mathematical Games Company Limited, 11 Naseby Close Swiss Cottage London United Kingdom NW6 4EY or support at <http://www.czeuspuzzles.com>.