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## TERMS AND CONDITIONS

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This terms and conditions apply to the use of cZeus website available at: <https://www.czeuspuzzles.com> and to the use of cZeus Maths Challenger app or any other app and all related technical services developed or provided by The Mathematical Games Company Limited, a company registered in England and Wales under company number 8093051, whose registered address is at 1-7 Park Road, Caterham, Surrey, CR3 5TB United Kingdom (hereinafter referred to as "TMGCL").

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information and credentials used by Users to access TMGCL on-line services;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of TMGCL on-line services;
<b>“Facilities”</b>	means collectively any online facilities, tools, services or information that TMGCL makes available through TMGCL on-line services either now or in the future;
<b>“cZeus Maths Challenger”</b>	means an application which consist of a set of games and tools (hereinafter referred to as “Games”) which are designed to help users to improve their numeracy and to have fun in doing so.
<b>“TMGL On-line Services”</b>	means the services available to you through cZeus website and services relating to cZeus Maths Challenger app or any other computer game published by TMGCL either now or in the future and any other online communications infrastructure that TMGCL makes available either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses TMGCL on-line services and is not employed by TMGCL and acting in the course of their employment;
<b>“Website”</b>	means the website that you are currently using ( <a href="https://www.czeuspuzzles.com">www.czeuspuzzles.com</a> ); and
<b>“We/Us/Our”</b>	means The Mathematical Games Company Limited, a company registered in England under 08093051 Registered office -1-7 Park Road Caterham Surrey CR3 5TB (UK).

## 2. **Age Restrictions**

TMGCL on-line services are not intended for use by persons under the age of 13 and any user under that age must use TMGCL on-line services only with the supervision of an Adult.

## 3. **Intellectual Property**

3.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included in TMGCL on-line services, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of TMGCL, Our affiliates or other relevant third parties. By continuing to use TMGCL on-line services you acknowledge that such material is protected by applicable United Kingdom, EU and other international intellectual property legislation.

3.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from TMGCL on-line services unless otherwise indicated or unless given Our express written permission to do so.

## 4. **Third Party Intellectual Property**

4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

## 5. **Links to Other Websites**

TMGCL on-line services may contain links to other sites. Unless expressly stated, these sites are not under the control of TMGCL or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site in TMGCL on-line services does not imply any endorsement of the sites themselves or of those in control of them.

## 6. **Links to this Website**

Those wishing to place a link to cZeus website on other sites may do so.

## 7. **Use of TMGCL on-line services**

7.1 When using TMGCL on-line services you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

7.1.1 You must not use obscene or vulgar language;

7.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

7.1.3 You must not submit Content that is intended to promote or incite violence;

7.1.4 It is advised that submissions are made using the English language as We may be unable to respond to enquiries submitted in any other languages;

- 7.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 7.1.6 You must not impersonate other people, particularly employees and representatives of TMGCL or Our affiliates; and
- 7.1.7 You must not use TMGCL on-line services for unauthorised mass-communication such as “spam” or “junk mail”.
- 7.2 You acknowledge that TMGCL reserves the right to monitor any and all communications made to Us or using TMGCL on-line services.
- 7.3 You acknowledge that TMGCL may retain copies of any and all communications made to Us or using TMGCL on-line services.
- 7.4 You acknowledge that any information you send to Us through TMGCL on-line services may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

## **8. Accounts**

- 8.1 In order to procure TMGCL on-line services and to use you are required to create an Account which will contain certain personal data which may vary based upon your use of TMGCL on-line services. By continuing to use TMGCL on-line services you represent and warrant that:
  - 8.1.1 all information you submit is accurate and truthful;
  - 8.1.2 you have permission to submit such information where permission may be required; and
  - 8.1.3 you will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 8.2 It is recommended that you do not share your Account details, particularly your username and password. We accept no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 8.3 If you have reason to believe that your Account details have been obtained by another person without consent, you should contact Us immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of TMGCL on-line services has commenced. In the event that an unauthorised provision commences prior to your notifying Us of the unauthorised nature of the order or payment You will be responsible for meeting the order/ payment.
- 8.4 When choosing your username you are required to adhere to the terms set out above in Clause 7. Any failure to do so could result in the suspension and/or deletion of your Account.
- 8.5 Either TMGCL or you may terminate your Account. If We terminate your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.

- 8.6 If We terminate your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.

## 9. **Third parties distribution platforms**

- 9.1. The cZeus Math Challenger or any other apps that are a part of TMGCL on-line services are only available through third parties' platforms like [Google Play Store](#) or [Apple App Store](#).
- 9.2. Games that are a part of cZeus Math Challenger or any other app that is a part of TMGCL on-line services 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"). Such Virtual Money and Virtual Goods are only available to Users through third parties' platforms like [Google Play Store](#) or [Apple App Store](#).
- 9.3. TMGCL has no control or influence on the terms and conditions which govern third parties' platforms, therefore Users who purchase apps from such third parties' platforms are advised to carefully read the terms and conditions that apply to the platforms they use.

## 10. **Advertising**

- 10.1. We may advertise TMGCL on-line services on mobile devices through third parties' advertising platforms or independent providers like [Unity Ads](#) or similar. Such third parties' advertising platforms or providers may use your device's advertising identifier and other information associated with it in order to help them to deliver ads that relate to your interests and to improve and measure the effectiveness of ad campaigns.
- 10.2. TMGCL has no control or influence on the terms and conditions which govern third parties' advertising platforms or providers, therefore Users are solely responsible to choose appropriate measures to prevent their device's ad identifier being used for interest-based advertising, and to reset their device's ad identifier, by changing the settings of their device.

## 11. **Privacy**

- 11.1. Use of TMGCL on-line services is also governed by our [Privacy Policy](#) which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.
- 11.2. By accepting these Terms and Conditions, you are giving consent to TMGCL to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

## 12. **Disclaimers**

- 12.1 We make no warranty or representation that TMGCL on-line services will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of TMGCL on-line services.
- 12.2 No part of TMGCL on-line services is intended to constitute advice and the Content of TMGCL on-line services should not be relied upon when making any decisions or taking any action of any kind.
- 12.3 No part of TMGCL on-line services is intended to constitute a contractual offer capable of acceptance.

12.4 Whilst We use reasonable endeavours to ensure that TMGCL on-line services are secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

### **13. Changes to the TMGCL on-line services and these Terms and Conditions**

We reserve the right to change TMGCL on-line services, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use TMGCL on-line services following the changes. If We are required to make any changes to these Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

### **14. Availability of TMGCL on-line services**

14.1 TMGCL on-line services are provided “as is” and on an “as available” basis. We give no warranty that TMGCL on-line services will be free of defects and / or faults. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

14.2 We accept no liability for any disruption or non-availability of TMGCL on-line services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **15. Termination of TMGCL on-line services**

15.1. TMGCL may terminate your access and use of TMGCL on-line services 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.

15.2. TMGCL have the right to withdraw or modify one or more of our Games or any other part of TMGCL on-line 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 TMGCL on-line services);
- because it no longer makes business sense for us to provide the relevant Game or part of TMGCL on-line services; or
- because we have altered the services we provide.

15.3. There may also be times when TMGCL on-line services or any part of them is not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.

### **16. Limitation of Liability**

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, FORESEEABLE OR OTHERWISE, INCLUDING ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OF TMGCL ON-LINE SERVICES OR ANY INFORMATION CONTAINED THEREIN. YOU SHOULD BE AWARE THAT YOU USE TMGCL ON-LINE SERVICES AND ITS CONTENT AT YOUR OWN RISK. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

- 16.2 Nothing in these Terms and Conditions excludes or restricts TMGCL's liability for death or personal injury resulting from any negligence or fraud on the part of TMGCL.
- 16.3 Nothing in these Terms and Conditions excludes or restricts TMGCL's liability for any direct or indirect loss or damage arising out of the incorrect provision of TMGCL on-line services or out of reliance on incorrect information included on the Website.
- 16.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

**17. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**18. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

**19. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and TMGCL.

**20. Communications**

- 20.1 All notices / communications shall be given to Us either by post to our address TMGCL, Suite 8, 45 Circus Road, NW8 9JH, London, UK or by email to [admin@tmgcl.com](mailto:admin@tmgcl.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 20.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in nay email which you receive from Us.

**21. Law and Jurisdiction**

These Terms and Conditions and the relationship between you and TMGCL shall be governed by and construed in accordance with the Law of England and Wales and TMGCL and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

**22. Copyright Notice**

© Copyright 2016-2018 TMGCL IP Holdings Limited, All Rights Reserved.

The content included in TMGCL on-line services is protected by the copyright laws of England and Wales and by EU and international laws and conventions. No content from TMGCL on-line services may be copied, reproduced or revised without the prior written consent of The Mathematical Games Company Limited ('TMGCL') (authorised by the Owners to do so on their behalf). Copies of Content may be saved and/or printed

for personal use only.

23. **Registered Trade Mark Notice**

cZeus ® is a UK, US and E.U. registered trademark of TMGCL IP Holdings Limited.

24. **Non-Registered Trade Mark Notice**

cZeus™ is a trade mark of TMGCL IP Holding Limited.

25. **Trade Mark Application Notice**

cZeus™ is the subject of a trade mark registration application by TMGCL IP Holdings Limited outside the UK.

26. **Patent**

U.S. Patent No. 9,649,552 is owned by **TMGCL IP Holding Limited**

27. **User Conduct**

27.1. 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.

27.2. 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.

28. **User Submissions**

28.1. The TMGCL on-line services may now or in the future permit the submission of images, sounds, videos, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, We do not guarantee any confidentiality with respect to any User Submissions.

27.2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by TMGCL on-line services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated

by TMGCL on-line services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Us, you hereby grant Us a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the User Submissions in connection with the TMGCL on-line services and We (and our successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of TMGCL on-line services a non-exclusive license to access your User Submissions through TMGCL on-line services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of TMGCL on-line services and under these Terms of Use,

- 27.3. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Us or any third party; (iii) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and We expressly disclaims any and all liability in connection with User Submissions. We do not permit copyright infringing activities and infringement of intellectual property rights in TMGCL on-line services, and We will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. We reserve the right to remove Content and User Submissions without prior notice. We will also terminate a User's access to TMGCL on-line services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from TMGCL on-line services more than twice. We also reserve the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. We may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.
- 27.4. In particular, if you are a US copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;



(iii) identification of the material that is claimed to be infringing 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 the service provider to locate the material;

(iv) information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

27.5. Designated Agent to receive notifications of claimed infringement is:

Attn: **Timothy D. Casey**  
[tcasey@bakerlaw.com](mailto:tcasey@bakerlaw.com)  
BakerHostetler  
999 Third Avenue, Suite 3600  
Seattle, WA 98104-4040

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

27.6. You understand that when using TMGCL on-line services, you may be exposed to User Submissions from a variety of sources, and that We are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Us with respect thereto, and agree to indemnify and hold Us, our Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

28.8. We permit you to link to your own User Submissions, if any, hosted within TMGCL on-line services or User Submissions of other third parties available within TMGCL on-line services, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and We do not guarantee that their availability will be uninterrupted or bug free. We reserve the right to discontinue any aspect to TMGCL on-line services at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

28.9. Opt Out.- We may use your information to notify you of important changes to TMGCL on-line services and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

(i) Send an email message to [admin@tmgcl.com](mailto:admin@tmgcl.com) with the word "Remove" in the subject field; or

(ii) Send mail to the following postal address:

Attn: Remove

The Mathematical Games Company Ltd

1-7 Park Road, Caterham Surrey CR3 5TB (UK)

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If We have provided any third-party with your personal information, you will have to contact the third-party directly with any opt-out request.