



BRAINCLASH

TERMS OF USE

1. Accepting the Terms

These Terms of Use ("Terms") are a legal agreement between Acotel Interactive and you ("you"). By using or accessing any Acotel Interactive application ("App") you agree that you have read, understood, and accept to be bound by the Terms.

Acotel Interactive reserves the right, in its sole discretion, to modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. Any such change or modification will be effective immediately upon publishing, and your continued use of the App after any changes or modifications to these Terms are published will constitute your acceptance of, and agreement to, such changes or modifications. If you object to any change or modification, your sole recourse shall be to cease using the App.

2. Rights to Use the App

Subject to your compliance with these Terms, Acotel Interactive grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the App, solely for your personal, non-commercial use.

You agree not to (and not to attempt to) (i) use the App for any use or purpose other than as expressly permitted by these Terms or (ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App or any portion of the App, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Acotel Interactive or its licensors, except for the permissions and rights expressly granted in these Terms.

If you violate these Terms, Acotel Interactive reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all accounts you have created using the App. You agree that Acotel Interactive need not provide you notice before terminating or suspending your account(s), but we may do so.

Acotel Interactive reserves the right to refuse any user access to the App without notice for any reason, including, but not limited to, a violation of the Terms.

3. Intellectual Property/Ownership

All rights, title and interest in and to all materials that are part of the App (including, but not limited to, designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement), except for "User Content" (as defined below), collectively referred to as the "App Materials", are, as between Acotel Interactive and you, owned by Acotel Interactive and/or its third party licensors.

You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading App Materials.

You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the App Materials without Acotel Interactive's express prior written permission. All other uses of copyrighted material, including any derivative use, require express prior written permission from Acotel Interactive. Any reproduction or redistribution of App Materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties. You acknowledge that you do not acquire any ownership rights by using the App or by accessing any App Materials posted on the App by Acotel Interactive, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by Acotel Interactive and its licensors, and no license is granted hereunder by estoppel, implication or otherwise.

4. User Content

Any data, text, graphics, photographs and their selection and arrangement, and any other materials uploaded to the App by you or other users (hereinafter "User Content") are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by Acotel Interactive. All User Content is the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and Acotel Interactive is not responsible for any files users upload, chat messaging, or otherwise make available. Acotel Interactive may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the Acotel Interactive application. By using the App you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that Acotel Interactive will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content.

User Content is not confidential and will not be returned to the user.

You represent and warrant that User Content you transmit or submit is original to you and that you exclusively own the rights to such content, including the right to grant all of the rights and licenses in these Terms without Acotel Interactive incurring any third party obligations or liability arising out of its exercise of such rights and licenses.

You hereby grant to Acotel Interactive a worldwide, irrevocable, perpetual, non-exclusive, transferable, fully paid-up and royalty-free license, (with the right to sublicense), to use, copy, adapt, modify, distribute,

license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit User Content you transmit or submit and all derivative works. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in User Content.

Acotel Interactive reserves the right to remove and permanently delete any User Content from the App with or without notice for any reason or no reason. You may notify Acotel Interactive of any User Content that you believe violates these Terms, or other inappropriate user behavior, by emailing at <http://www.acotelinteractive.com/#contact>

5. Rules of Conduct/Usage

The App may provide communication channels designed to enable you to communicate with other App users. Acotel Interactive has no obligation to monitor these communication channels but it may do so and reserves the right to review materials posted to the Communication Channels and to remove any materials (including without limitation User Content), at any time, with or without notice for any reason, at its sole discretion. Acotel Interactive may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that any User Content (including without limitation chats, postings, or materials posted by users) on the Communication Channels is neither endorsed nor controlled by Acotel Interactive. Acotel Interactive will not under any circumstances be liable for any activity within Communication Channels.

As a condition of your use of the App, and without limiting your other obligations under these Terms, you agree to comply with the restrictions and rules of use set forth in this Section as well as any additional restrictions or rules (such as application-specific rules) set forth in the App.

In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the App in order to:

- A. post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable
- B. defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable
- C. violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the App in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity)
- D. attempt to obtain passwords or other private information from other members
- E. improperly use support channels or complaint buttons to make false reports to Acotel Interactive
- F. use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the App or any Acotel Interactive game experience
- G. use the App in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the App or any Acotel Interactive game experience
- H. without Acotel Interactive's express written consent, modify or cause to be modified any files that are a part of the App
- I. disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the App or any Acotel Interactive game environment (each a "Server"); or (2) the enjoyment of the App or any Acotel Interactive game by any other person

- J. institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the App, or other attempts to disrupt the App or any other person's use or enjoyment of the App
- K. attempt to gain unauthorized access to the App, Accounts registered to others or to the computers, Servers, or networks connected to the App by any means other than the user interface provided by Acotel Interactive, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the App
- L. interfere or attempt to interfere with the proper functioning of the App or connect to or use the App in any way not expressly permitted by these Terms of Use
- M. use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the App or that is in transit from or to the App, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the App
- N. intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the App, whether through the use of a network analyzer, packet sniffer or other device
- O. make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure
- P. use, facilitate, create, or maintain any unauthorized connection to the App, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the App; or (2) any connection using programs, tools, or software not expressly approved by Acotel Interactive
- Q. exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an unintended advantage
- R. violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the App

These rules of use are not meant to be exhaustive, and Acotel Interactive reserves the right to determine what conduct it considers to be a violation of the Terms or improper use of the App and to take action up to and including termination of your account and exclusion from further participation in the App.

6. Termination

You may terminate your account at any time and for any reason by sending an email at <http://www.acotelinteractive.com/#contact>

Acotel Interactive may terminate your account and your access to the App (or, at Acotel Interactive sole option, applicable portions of the App) at any time and for any reason. Acotel Interactive is not required to provide you with any notice or warning prior to any such termination.

7. Force Majeure

Acotel Interactive shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Acotel Interactive, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Acotel Interactive's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.