

Terms and Conditions

Last Updated: 28 September 2020

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with www.guardianchess.com website (the "Service") operated by Aharon Games s.r.o ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Guardianchess provides service related to automated data processing. You declare that you have read the present terms and conditions. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By using the service, you accept all terms and conditions. If you do not accept these terms and conditions, then you are not authorized to use the service. You agree to the following Terms and Conditions, in their entirety, when you: access or use the website or register as a player. As a condition of use, you promise not to use the services for any purpose that is unlawful or prohibited by these terms, or any other purpose not reasonably intended by Guardianchess.

The Company reserves the right to modify the present terms and conditions.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

Internet connection

The Game require an internet connection for online playing (example 4G, WIFI, etc.) or to access internet-based features, authenticate the Game, provide updates or patches from time to time, or perform other functions. Playing of the Game to operate properly, you may be required to have and maintain (1) an adequate internet connection and/or (2) a

valid and active account with an online service as set forth in the Game documentation, Licensor or a Licensor affiliate. If you do not maintain such accounts, then certain features of the Game may not operate or may cease to function properly, either in whole or in part.

You are wholly responsible for an adequate internet connection and if the connection is lost it is not responsibility of the Guardianchess. You are wholly responsible for the cost of all internet connection fees, along with all equipment, servicing, or repair costs necessary to allow you access to the Game. If playing the game and lost the connection or the game will be interrupted by activity of the player for more than 45 seconds, the player who lost the connection or the game will be interrupted by activity of the player automatically lost the game. If the player during the game lost the connection within 45 seconds, can still playing the game.

Guardianchess will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside of our reasonable control.

International usage

This Service is provided by company Aharon Games s.r.o. from its offices in the Slovak republic. Company Aharon Games s.r.o. makes no representation that the Service is appropriate or available in other locations. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You represent and warrant that you are not located in a country that is on a list of prohibited or restricted parties. Any controversy or dispute among any Players or between one or more Players and the Guardianchess shall be settled by the Guardianchess whose decision shall be final and binding in all respects. The Guardianchess requires that all controversies or disputes be reported by email.

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Aharon Games s.r.o cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Aharon Games s.r.o customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide Aharon Games s.r.o with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Aharon Games s.r.o to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Aharon Games s.r.o will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Aharon Games s.r.o, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Aharon Games s.r.o will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests for Subscriptions may be considered by Aharon Games s.r.o on a case-by-case basis and granted in sole discretion of Aharon Games s.r.o.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You are solely responsible for anything that happens through your player account, whether or not you undertook those actions. You acknowledge that your player account may be terminated if someone else uses it and engages in any activity that breaches these Terms and Conditions or is otherwise illegal.

We are not responsible for any abuse or misuse of your player account by third parties due to your disclosure of your login details to any third party, whether such disclosure is intentional or accidental, active or passive.

Players

The Game cannot be used, installed, played by anyone under the age of 18 or the age of legal consent for engaging in the activities included in the Services under the laws of any jurisdiction, whichever is higher ("Legally of Age") use the Services under any circumstances and any person not legally of age who uses the Services will be in breach of the terms of the user agreement.

The Company reserves the right to request proof of age at any stage, to verify that persons not legally of age are not using the Services. The Company may terminate your account and/or exclude you from using the Services if proof of age is not provided by you or if the Company suspects that you are not Legally of Age. For anyone who is under the age of 18 or the age of legal consent for engaging in the activities included in the Services under the laws of any jurisdiction responsible only the legal representative.

Playing

Players acknowledge that the Games may be played "for free" or "for G-coin money". Subject to the powers of the Guardianchess to restrict or refuse participation in the Games or to withdraw or suspend Games, participation in the Games is at the option, discretion and risk of the Player. By participating in "G-coin money" Games, the Player acknowledges and confirms that it is legal to do so in accordance with the laws of the Player's jurisdiction, and that he or she accepts that the Guardianchess is unable to provide any warranties as to the legality or otherwise of his or her participation in "G-coin money" play at the Guardianchess.

Players are solely responsible for the security of their account information and password(s). Should a Player inadvertently disclose his or her password to another person, the Player agrees to contact the Guardianchess immediately to modify the password. Players are responsible for any unauthorized use of their account and/or password. In the event that a third party places a bet or is thought to have placed a bet wager or stake, such bet wager or stake shall be valid, whether or not the alleged third party had the prior consent or knowledge of the Player or has misappropriated account and password information of the Player. Under no circumstances will any bet wager or stake be cancelled for that reason.

You are not allowed to transfer G-coin money between player accounts, or from your player account to other players, or to receive G-coin money from other player accounts into your player account, or to transfer, sell and/or acquire player accounts.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of info@guardianchess.com and include in your notice a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Aharon Games s.r.o and its licensors. The Service is protected by copyright, trademark, and other laws of both the Slovakian Republic and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Aharon Games s.r.o.

You must not reproduce or modify the Content in any way, including by removing any copyright or trade mark notice.

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Aharon Games s.r.o.

Aharon Games s.r.o has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Aharon Games s.r.o shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation of Liability

In no event shall Aharon Games s.r.o, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Although we take all reasonable measures to ensure that the website is free from viruses we cannot and do not guarantee that the website is free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Aharon Games s.r.o its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Slovakia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.