

# GSC GAME WORLD TERM OF USE

LAST UPDATED: March 4th, 2024

These Terms of Use ( "Terms" ) are an agreement between us, containing important information about your legal rights and obligations as a user of the GSC GAME WORLD GLOBAL operated website [stalker-game.com](http://stalker-game.com) (the "Websites" ).

If you do not agree with these Terms, please do not continue to use the Websites

The Websites are operated by GSC Game World Global Ltd., who we may refer to as "GSC" , "we" or "us".

Our processing of personal data in connection with your access to and use of the Websites is described in our Privacy Notice which is an integral part of this agreement.

If you have any questions or comments about these Terms, please contact us at [info@stalker2.com](mailto:info@stalker2.com).

## 1. ENTIRE AGREEMENT

These Terms and any operating rules and policies posted on our website, including Privacy Notice , constitute the entire legally binding agreement and understanding between GSC and our users ( "you" or "user" ), governing your use of the Websites and pre-orders made through the Websites.

If you are under 18 (or other applicable at your jurisdiction age of full legal capacity) – before the use of the Websites, please get the approval from your parent or guardian and use it only with their involvement.

By using the Websites you hereby declare and warrant that:

you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms in full;

according to your local jurisdiction, you are eligible to enter into this agreement and have no restriction to use the Websites;

you comply with these Terms and all applicable laws and regulations.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or related to use of the Websites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 2. INTELLECTUAL PROPERTY

The Websites are controlled and operated by GSC.

All materials of the Websites, including text, graphics, information, images, drawings, trademarks, logos, video, sounds, music, software, games, scenarios, characters and other materials (collectively, the "Content" ), as well as copyright and other intellectual property rights to such Content belong to GSC or are included in the Websites with the consent of the owner.

Subject to your compliance with these Terms, GSC hereby grants you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to use the Websites and its Content on your device(s) in the manner provided for in these Terms for personal non-commercial purposes.

Except for the rights and licenses specified in Terms (if and when effective), no license or other rights are granted to you under any intellectual property of GSC, whether by implication, estoppel, or otherwise.

Under this license you may not:

use any robot, spider, other automatic device, or manual process to monitor, copy, or "scrape" web pages or the content contained in the Websites or for any other unauthorized purpose without our prior written consent;

avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Websites to protect the Websites;

use the Websites for illegal purposes;

change or delete any GSC ownership notices from materials downloaded or printed from the Websites.

Any attempt to do so is considered as a violation of these Terms and the rights of GSC. If you violate any of these restrictions, your use of the Websites will be reviewed and terminated, and you may be subject to legal actions and damages.

### **3. WARRANTIES AND DISCLAIMERS**

The Websites are provided to you "as is".

Except as otherwise provided by these Terms GSC disclaims all other warranties regarding the Websites, its features and Content (including delivered in accordance with the users' orders), to the fullest extent permitted by law, including without restrictions, guarantees of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights of third parties or other rights.

We are not making any promises of any kind, including about the Websites' and Content's accuracy, usefulness, reliability and correct operation. GSC does not guarantee that the Websites will be uninterrupted or secure, that any defects will be corrected, or that the Websites is free of viruses or anything else harmful.

### **4. LIMITATION OF LIABILITY**

GSC is not responsible if any information, materials, Content available through the Websites are inaccurate or incomplete.

You are solely responsible for the legality of your actions within the Websites and your use of the Websites in accordance with the laws, regulations and third-party services providers' terms applicable to you.

In no event shall GSC, its subsidiaries, directors, partners, employees, contractors or agents be liable for indirect, incidental, special, punitive or consequential damages, related to any use or inability to use the Websites, including, without limitation, any damages, caused as a result of use of the information or Content provided through the Websites or by mistakes, omissions, interruptions, defects, viruses, even if GSC has been advised of the possibility of such damages.

The foregoing limitations of liability do not apply to the extent prohibited by law.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the total amount of payments made by you to GSC within one year preceding the claim.

## **5. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless GSC, our subsidiaries, directors, partners, employees, contractors and agents from and against any and all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

Any breach by you of any of these Terms;

Your use/misuse of the Websites and/or Content;

A violation by you of applicable law, third party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

## **6. APPLICABLE LAW AND JURISDICTION**

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of the state of the Republic of Cyprus, excluding its rules on conflict of laws.

If any material in the Websites, or your use of the Websites, is contrary to the laws of the place where you are when you access it, the Websites are not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Except where prohibited by applicable law, and without limitation to any statutory rights of consumers, you agree that any dispute, conflict, claim or controversy directly or indirectly arising out of in connection with or relating to the Websites or these Terms, including, without limitation, those relating to its validity, its construction or its enforceability shall be resolved by means of amicable negotiations directly with GSC team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the dispute shall be settled exclusively in the national courts of the Republic of Cyprus, subject to its jurisdiction rules, with applicable substantive law of the Republic of Cyprus. All claims shall be brought within one year after the claim arises, except to the extent a longer period is required by applicable law.

## **7. ELECTRONIC COMMUNICATIONS**

By using the Websites and providing us with your contact information, you understand and agree that we may send you the electronic communications via email or push-notifications regarding, without limitation:

Your use of the Websites and curated tips;

Updates of the Websites and these Terms;

Transactions under these Terms.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our offers in which we believe you may be interested. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the rules of personal data processing in our Privacy Notice.

## **8. THIRD-PARTY WEBSITES AND SERVICES**

Some features (for example, payments processing, contacting or viewing some of the materials) of the Websites are available in compatibility with third-party websites and services. We cannot guarantee that all features are constantly available and uninterrupted.

You acknowledge that different terms of service and privacy policies may apply to your use of such third party websites, services and content. GSC shall not be held responsible for any losses, damages or other liabilities incurred as a result of your interaction with those third-party websites and services.

## **9. OTHER TERMS**

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations under these Terms.

We reserve the right, at any time at our sole discretion, to modify these Terms. In case of material changes affecting your use of the Websites, we'll notify you prior to the changes' effective date by sending you an email. If you continue to use the Websites, you agree to the updated version of these Terms.

If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

## **10. QUESTIONS AND CONTACT INFORMATION**

If you have any questions or comments about these Terms of Use or the Websites, please contact us by:

[info@stalker2.com](mailto:info@stalker2.com)