Term of Use

YİN YANG GAMES TERM OF USE AGREEMENT

Please also take consider and review Yin Yang Games' Privacy Policy that also effects on same date of these Term of Use.

TERM OF USE FOR USE OF WEBSITES AND SERVICES OF YIN YANG GAMES YAZILIM TEKNOLOJI DANISMANLIK ANONIM SIRKETI

You should carefully read the following Term of Use Agreement ("Agreement" or "Term of Use") before using any website ("Site") and mobile game/application and services(collectively the "Services") of **YİN YANG GAMES YAZILIM TEKNOLOJİ DANIŞMANLIK ANONİM ŞİRKETİ** ("Company" or "Yin Yang Games").

TERMS AND BINDING EFFECT

This is a legally binding Agreement. By using the Site or any Services of Yin Yang Games, you hereby agree to abide by these Term of Use, as they may be amended by Company from time to time in its sole discretion and without any notification to you. Company will declare the updated Term of Use on the Site any time these Term of Use have been changed or amended. It is your responsibility to review and follow these Term of Use periodically, and if at any time you find these Term of Use unacceptable, you must immediately leave the Site and cease all use of the Services and the Site. This Agreement constitutes the entire and only agreement between us and you relating to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site.

If you breach these Term of Use we may take action against you, including but not limited to terminating your account in Services.

DESCRIPTION OF SITES AND SERVICES

The Company operates online mobile gaming services, websites and mobile applications that accompany such gaming services.

YOUR OBLIGATIONS

By registering or using the Sites and Services in any way, you agree to the following:

You agree not to access our Services in an unauthorized manner;
You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, or instructions as outlined in these Term of Use and you will not encourage or enable any other individual to do so.
You agree not to harass or threaten other players;
You agree not to use any harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive language;
If asked by a member of Yin Yang Games to stop or change a behaviour or action, you will do so;
You agree not to cheat, hack or make any attack on the server in any way;
You agree not to transmit or make available in the Service or Site any advertising, promotional materials or any other forms of solicitation;
You agree not to transmit any material that contains viruses, worms, traps or malicious computer code;
You agree not to disrupt the normal flow of the application and dialogue, or otherwise act in a manner that negatively affects other people's ability to use the Service;
You agree not to collect, process or store personal data about other people using the Service;
You agree only to use your own credit card with the Service; and
You agree not to use any In trademark, service mark or tradename, or any variation or misspelling thereof.

We may directly terminate or suspend your access to the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Term of Use; (b) we suspect fraud, cheating, or misuse by you; or (c) we suspect any other unlawful activity associated to your behavior under mobile application.

AGE OF USERS

A person under 13 years old is not allowed to use the Services. A person between the age of 13 and 18, requires consent of their parents or legal representant ("Parents") for using Services of the Company. Parents can provide and verify their consent through the Site or through another authorized third-party provider made available through the Service. Where Parental consent is required, Yin Yang Games hereby recommends that Parents monitor the child's online activity and use of the Service. A Parent who wishes to recall its previously-provided consent to a child's access to and use of the Services should disconnect from our Services.

To the extent permitted under applicable law, Yin Yang Games rejects and declines any responsibility regarding any activities conducted by a person under 13 years old with or without the permission of a parent. If you are a parent and you give your consent or permission for your child to register for the Services, you thereby agree to the Term of Uses.

PROHIBITED USES

Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation,

(a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;

(b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;

(c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;"

(d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;

(e) forging any packet header or any part of the header information in any e-mail or in any posting using the Service;

(f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

Additionally, only Yin Yang Games Yazılım Teknoloji Danışmanlık Anonim Şirketi or its licensees have the right to host the games and mobile application of Yin Yang Games. Accordingly, you may not host, provide matchmaking services for, or intercept, emulate, or redirect the communication protocols used by Yin Yang Games as part of any game or mobile application of Yin Yang Games, regardless of the method used to do so. Such prohibited methods may include, but are not limited to protocol emulation, reverse engineering, modifying the games of Yin Yang Games, adding components to the games of Yin Yang Games, or using a utility program to host the games of Yin Yang Games. Also, the use of any “user interface” for Company games other than the user interface that is Company provides for any particular Company game is prohibited by the Company.

Furthermore, you agree that you will not

(1) modify or cause to be modified any files that are a part of game of Yin Yang Games;

(2) create or use cheats, “mods”, and/or hacks, or any other third-party software designed to modify the experience of games of Yin Yang Games;

(3) use any third-party software that intercepts, “mines”, or otherwise collects information from or through a game of Yin Yang Games.

USE OF SOFTWARE

USER CONTENT

When accessing the Site or using the Service, you agree to obey the local law, general principles of law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, “Content”) in violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you. Additionally, in the event that you become aware of or reasonably suspect any infringement of the copyrights or trademarks or Company or any third parties, occurring on any Company Site, you will immediately notify Company to report such infringement. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libellous, defamatory, obscene, pornographic, abusive, or threatening; or (b) violates any applicable local, state, national, or foreign law or regulation under chat sessions. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Term of Use or of any applicable laws.

LIMITED LICENSE TO USE THE SERVICES

Subject to your agreement and continuing compliance with these Term of Use and any other relevant Yin Yang Games policies, Yin Yang Games grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access and use the service for your own non-commercial entertainment purposes. You agree not to use the service for any other purpose as Services are provided to you for your personal and non-commercial use only.

The following restrictions apply to the use of the service:

You shall not (or attempt to) purchase, sell, rent or give away your account and you shall use your account only for non-commercial purposes, you shall not create an account using a false identity or information, or on behalf of someone other than yourself;

You shall not use the Service if you have previously been removed by Yin Yang Games, or previously been banned from playing any Yin Yang Games game.

LICENSE LIMITATIONS

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license and may subject you to liability for violations of law.

You agree that you will not, under any circumstances:

Engage in any act that Yin Yang Games deems to be in conflict with the spirit or intent of the Service or make improper use of Yin Yang Games support services.

Use or take part (directly or indirectly) in the use of cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the service, any Yin Yang Games game or any Yin Yang Games game experience.

Modify or cause to be modified any files that are a part of the service or any Yin Yang Games game and mobile application without Yin Yang Games express written consent.

Attempt to gain unauthorized access to the Service, accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Yin Yang Games, 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 Service.

Yin Yang Games reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Term of Use or the Service itself. Yin Yang Games reserves the right to take action as a result, which may include terminating your account and prohibiting you from using the Service in whole or in part.

SUSPENSION AND TERMINATION OF ACCOUNT AND SERVICE
WITHOUT LIMITING ANY OTHER REMEDIES, YİN YANG GAMES MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR YİN YANG GAMES SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERM OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR MOBILE APPLICATION, GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

PAYMENT OBLIGATIONS

VIRTUAL ITEMS

You may purchase with “real world” money a limited, non-transferable, non-sub-licensable, revocable virtual currencies, including but not limited to virtual cash, in-game coins and all other kinds of in-game monies, all for use in the games;

(a) virtual in-game items (virtual currency and virtual in-game items referred to collectively as “Virtual Items”); and

(b) other goods or services within the Services for your personal and non-commercial entertainment.

You are only allowed to purchase Virtual Items from authorized partners of Yin Yang Games, not in any other way.

All rights, title and interest in and to the Services (including without limitation any games, applications, titles, computer code, themes, objects, characters, names, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, moral rights, documentation, in-game chat transcripts and server software) are owned by or licensed to Yin Yang Games, subject to copyright and other intellectual property rights under applicable laws and international conventions. You understand that Yin Yang Games has the absolute right to manage, regulate, control, modify or eliminate Virtual Items and may revoke your access to them at any time and for any reason, with or without notice. Yin Yang Games shall have no liability to you or any third party in the event that Yin Yang Games exercises any such rights. You have no claim, right, title, proprietary or ownership interest in any of the Virtual Items regardless of any consideration paid for those virtual items.

Except when explicitly authorized by Yin Yang Games,

(i) transfers of Virtual Items to other users are strictly prohibited;

(ii) outside of the Services, you may not buy or sell any Virtual Items for “real world” money or otherwise exchange items for value; and

(iii) Yin Yang Games does not recognize any such purported transfers of Virtual Items or the purported sale, gift or trade in the “real world” of anything that appears in the Services. Any attempt to do any of the foregoing is in violation of these Term of Use and will result in an automatic termination of your rights to use the Virtual Items and may result in termination of your account. All Virtual Items are forfeited if your account is terminated or suspended for any reason, or if Yin Yang Games discontinues providing the Services.

You agree that you will not assert or bring any claim against Yin Yang Games, its affiliates, directors, officers, employees, agents, service providers or licensors relating to

(i) a claim that you own any Virtual Items; or

(ii) a claim for an alleged monetary value of Virtual Items lost upon deletion or suspension of your account or modification, termination or expiration of these terms.

Company either owns or has an exclusive license to all of the content in the mobile applicaitons of Yin Yang Games. Therefore no one other than Company has any right whatsoever to sell any game and mobile application of Yin Yang Games content in any manner. In addition, you may not sell in-game items for real money or exchange virtual currency items outside of any game and mobile application of Yin Yang Games.

YOU ACKNOWLEDGE THAT YOU HAVE NO PROPERTY RIGHTS WHATSOEVER IN VIRTUAL CURRENCY ITEMS. You further acknowledge that you may not use Yin Yang Games virtual currency for any purpose outside the games and mobile application of Yin Yang Games.

FEES, REFUNDS AND RETURN POLICY

All sales through the Service are final. You acknowledge and agree that any applicable fees and other charges (including, without limitation, virtual items) are not refundable in whole or in part. You are fully liable for all charges to your account, including but not limited to any unauthorized charges. Yin Yang Games does not issue any refunds or offer any exchanges of any products purchased on or through the Services.

IN ADDITION TO THE FOREGOING, YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE SET FORTH UNDER APPLICABLE LAW, YOU WILL NOT BE REFUNDED, RECEIVE MONEY, OR BE OTHERWISE COMPENSATED FOR UNUSED VIRTUAL ITEMS OR OTHER GAME ASSETS WHEN THE SERVICES ARE TERMINATED FOR ANY REASON AND WITHOUT NOTICE OR AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Yin Yang Games may, at any time, amend the pricing, availability, specifications, content, descriptions or features of the game and mobile application or any products sold through the Services. The inclusion of any products through the Services at a particular time does not imply or warrant that these products will be available at any other time. All such changes will be effective immediately upon posting of such new product prices to the Services.

COPYRIGHT INFRINGEMENT

Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (

a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
(b) identification of the material that is claimed to be infringed 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 Company to locate the material;

(c) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted. For this notification to be effective, you must provide it to Company's designated agent at:

YIN YANG GAMES YAZILIM TEKNOLOJI DANISMANLIK ANONIM SIRKETI

Maslak Mahallesi, Eski Büyükdere Caddesi, Giz 2000 Plaza, No:7, D:33, Sarıyer / İstanbul

hello@yinyang.games

ALLEGED VIOLATIONS

Company reserves the right to terminate your use of the Service, mobile application and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service in accordance with the terms and provisions of Privacy Policy of Yin Yang Games. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Term of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

NO WARRANTIES

COMPANY HEREBY DISCLAIMS ALL WARRANTIES. THE SERVICE AND INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YİN YANG GAMES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERM OF USE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YİN YANG GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YİN YANG GAMES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU PAID TO US FOR THE PURCHASES MADE OVER THE GAMES OF YİN YANG GAMES.

NOTHING IN THESE TERM OF USE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF YİN YANG GAMES.

You agree to indemnify, defend and hold YİN YANG GAMES (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of these Term of Use, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behaviour.

DISCLAIMER AND ACKNOWLEDGEMENT REGARDING GAME DATA

You hereby acknowledge that by using the Site or the Services that you do not acquire any property rights whatsoever in the Site, Services, Game Data (as defined below), or any status within the Site and Services. To play games created by the Company requires the creation and retention of electronic files, including without limitation player characters, accounts, in-game virtual currency, statistics, user profiles, etc. ("Game Data"), which are stored by Company. While keeping Game Data safe is a priority of Company, note that Company shall not have any liability for the loss of any Game Data for any reason whatsoever.

Specifically, regarding all Yin Yang Games virtual in-game currencies, YOU HEREBY ACKNOWLEDGE THAT BY PURCHASING OR OTHERWISE OBTAINING IN-GAME CURRENCIES YOU DO NOT ACQUIRE ANY PROPERTY RIGHTS WHATSOEVER IN THE IN-GAME CURRENCIES. YİN YANG GAMES IN-GAME CURRENCIES ARE GAME DATA THAT ARE INTEGRAL TO YİN YANG GAMES PROVIDING ENTERTAINMENT SERVICES TO ITS USERS.

INDEMNIFICATION

You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including but not limited to all attorney fees and costs) arising from your access to or use of the Site, your violation of these Term of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

FORUMS AND COMMUNICATIONS

“Forum” means a one to one chat area, message board, instant messaging, mobile messaging with other mobile game and mobile application users or e-mail function (including, but not limited to, electronic greeting cards) offered as part of any Services. If you participate in any Forum within the Services, you agree to follow our terms set forth below.

You acknowledge that anything you submit under the Services by way of any Forum is routed through Company’s servers. Please keep in mind that whenever you give out personal information online, for example, via message boards or chat, that information can be collected and used by people you don’t know. We are not able to guarantee the security of any information you disclose online; you make such disclosures at your own risk.

WEBSITE CODE

All website code and shockwave files associated with the Site or Service are belong to YİN YANG GAMES.

TRADEMARK

Unlawful use of Company trademarks is strictly prohibited. Such trademarks shall include, but are not limited to: “Yin Yang Games”.

ENTIRE AGREEMENT

These Terms and Conditions constitute the Parties’ entire agreement on the subject matter, and replace and void any and all earlier representations, arrangements, undertakings, and agreements relating to the same whether oral or in writing, express or implied. Each party accepts and acknowledges that it does not rely on any statement, representation, warranty, or understanding other than those specifically stated in these Terms and Conditions in agreeing to them.

DISPUTES AND GOVERNING LAW

If a dispute arises between you and Yin Yang Games, Yin Yang Games strongly encourages you to first contact Yin Yang Games directly to seek a resolution by opening a help ticket directly in-game via the help section or contact Yin Yang Games at hello@yinyang.games . You agree that all disputes between you and Yin Yang Games shall be governed by the laws of Turkey by a Center Courts of Istanbul without regard to conflict of law provisions, and you agree to submit to the jurisdiction of such court.

SEVERABILITY

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Term of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect.

MODIFICATIONS

Company may, in its sole discretion and without prior notice, (a) revise these Term of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Term of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Term of Use and other online policies posted on the Site periodically to be aware of any revisions.

FORCE MAJEURE

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

PRIVACY POLICY

At Babylons, we show the utmost respect to the privacy and personal data of our Users. For the description of the ways we collect, use, store and disclose your personal data please see our Privacy Policy that can be found at our Site. By using the Site and our Services, you consent to the collection, use, storage and disclosure of your personal data in accordance of our Privacy Policy as outlined therein.

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERM OF USE AND AGREE TO BE BOUND BY THEM.