

(Last Updated: October 2019)

1. Introduction

1.1 “Avakin” is an online entertainment service owned and operated by Lockwood Publishing Limited (“Lockwood” or “we”). These terms and conditions apply to all and any use, access and availability of the Avakin applications and related services (each an “Avakin Application”). These terms and conditions incorporate our [Privacy Policy](#) and our [Code of Conduct](#).

1.2 The Avakin Applications are made available to use or download on third party platforms, which include the iOS App Store, Google Play Store, Amazon Appstore or other third-party websites which enable games to be hosted and played (“Platforms”).

1.3 Your use of the Avakin Applications may require you to have a Platform account. Your access to the Avakin Applications will be linked to your Platform account and you are required to comply with the Platform policies to use the Avakin Applications, including for any payments.

1.4 Each time you access the Avakin Applications you are telling Lockwood that you understand, accept and are able to accept these terms and conditions and agree to be bound by these terms and conditions and the terms of any of the Platforms (“Platform Terms”), each as amended from time to time. If you do not accept or understand these terms and conditions or any of the Platform Terms you should not use or access any Avakin Applications or any part of them.

1.5 If you live outside of the European Union, you must be at least 13 years old to register and use our services and games. If you live in the European Union you must meet the following age requirements to register and use our services and games:

- If you live in Belgium, Denmark, Estonia, Finland, Iceland, Latvia, Norway, Poland, Sweden or the United Kingdom, you must be at least 13 years old.
- If you live in Austria, Bulgaria, Cyprus, Italy, Lithuania or Spain, you must be at least 14 years old.
- If you live in the Czech Republic or France, you must be at least 15 years old.
- If you live in Croatia, Germany, Greece, Hungary, Ireland, Lichtenstein, Luxembourg, Malta, the Netherlands, Portugal, Romania, Slovakia or Slovenia, you must be at least 16 years old.

1.6 By using and accessing the Avakin Applications you confirm that you have the necessary hardware and related software and capability required and that you shall be and shall remain responsible for all fees due in respect thereof. Lockwood shall have no liability in relation to any hardware or related software or other services required to make use of the Avakin Applications.

2. Grant of Licence

2.1 Subject to these terms and conditions and your compliance with them, Lockwood grants you a non-exclusive, revocable right to store and use the Avakin Life Applications for personal, non-commercial purposes in accordance with these terms and conditions and the Platform Terms. You are free to monetize your videos via the YouTube partner program and similar programs on other video sharing sites.

2.2 This licence includes the limited right to download content, materials, data and communications temporarily, for purposes solely connected with the private, non-commercial, personal use of the Avakin Life Applications.

2.3 You may not transfer, sub license or deal in this right without Lockwood's prior written permission.

3. Intellectual Property Rights

3.1 These terms and conditions and the rights granted by them do not give you any rights or permission for public performance of the Avakin Life Applications or any part of them.

3.2 These terms and conditions and the rights granted by them do not give you any title or rights of ownership in the Avakin Life Applications and should not be deemed a sale or transfer of any copyright or other right.

3.3 Unless otherwise expressly specified, all copyright, design rights, database right, patent rights, trade mark and trade dress rights and other intellectual property rights in the Avakin Life Applications belong to and vest in Lockwood, or are licensed to Lockwood.

3.4 All intellectual property rights of Lockwood are hereby asserted and reserved.

3.5 All third party trade names and trademarks are the property of their respective owners and Lockwood makes no warranty or representation in relation to them.

3.6 Lockwood does not claim or assert any right title or interest in any third party Communications.

4. Restrictions and Obligations

4.1 You agree to comply with these terms and conditions and all rules applicable to the use of the Avakin Life Applications.

4.2 You agree not to register any online ID, account name or user name which is abusive, threatening, pornographic, defamatory, discriminatory or ethically, sexually or religiously offensive or obscene. We may alter or delete any online ID, account name or user name (including the corresponding user account) if we consider that online ID, account name or user name to be abusive, threatening, pornographic, defamatory, discriminatory or ethically, sexually or religiously offensive or obscene.

4.3 Notwithstanding any other provision of these terms and conditions you agree and undertake not to:

- Hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Avakin Life Applications or any part of them;

- Remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Avakin Life Applications;
- Create software which mimics any data or functionality in the Avakin Life Applications;
- Use or deal in the Avakin Life Applications except as permitted by these terms and conditions;
- Include contact details intended to enable communication outside of the Avakin Life Applications, in any Communication;
- Use your access to the Avakin Life Applications, or information gathered from them, for the sending of unsolicited bulk email;
- Make any public, business or commercial use of the Avakin Life Applications or any part of it;
- Provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to the Avakin Life Applications without Lockwood's prior written permission;
- Make the Avakin Life Applications or any part of it available to any third party;
- Display, publish, copy, print, post or otherwise use the Avakin Life Applications and the information contained therein for the benefit of any third party or web site;
- Use or process the Avakin Life Applications or any part of it unfairly or for any illegal or immoral purpose;
- Delete or obscure any copyright or other proprietary notice on the Avakin Life Applications.

4.4 You further agree that in connection with the Avakin Applications you will not:

- Organise hate groups or use or promote hate speech;
- Cheat or engage in deceptive, fraudulent or misleading practices, including phishing for other users' account details or unauthorised use of another user's account or another person's credit card or billing information;
- Use any unauthorised hardware or software to access or use the Avakin Life Applications or the Platforms or make, or distribute unauthorised software or hardware in conjunction with the Avakin Life Applications (including but not limited to cheat code software or devices that circumvent any security features or limitations included on any software or devices);
- Modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of the Avakin Life Applications of any part thereof;
- Bypass or attempt to bypass any user authentication systems or security feature;
- Attempt to hack or reverse engineer any code or equipment in connection with the Avakin Life Applications (unless permitted by applicable law);
- Take any action that we consider to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming or otherwise transmitting unsolicited or unauthorised material, including junk mails, spam, excessive messages or chain letters;
- Provide us or any third party company with false or inaccurate information, including reporting false complaints to our customer services or providing false or inaccurate information during account registration;
- Sell, buy, trade or otherwise transfer your online ID, your Platform account or your personal access to the Avakin Life Applications or any content or services accessed via the Avakin Life Applications, through any means or method, including use of web auction sites;
- Use the Avakin Life Applications in any way that harms the Avakin Life Applications or any of affiliates, subsidiaries, licensors, service providers, partners or users;

- Share promotional codes through any means. You may direct other individuals to the source on our social media;
- Otherwise misuse the Avakin Life Applications.

4.5 The Avakin Life Applications may only be accessed and used via authorized servers. You must take no action to bypass authorized servers and/or third party software to modify any aspect of the Avakin Life Applications and you expressly consent to Lockwood monitoring your computer's random access memory (or the random access memory of any other device used to access the Avakin Life Applications) for said unauthorized third party programs.

5. Forums and Communications

5.1 "Communications" means any content, materials, postings, data, messages and communications sent, submitted, posted, placed on, made to or otherwise communicated to, from or using the Avakin Life Applications.

5.2 The Avakin Life Applications are entertainment services and ancillary to this Lockwood is involved in the transmission, storage, retrieval and dealing with third party Communications without review, selection or alteration of their content – for which it is a mere conduit.

5.3 The views expressed in any Communications are the views of the individual authors and not those of Lockwood unless specified otherwise by Lockwood.

5.4 Lockwood is not responsible for and disclaims all liability in respect of any comments, views or remarks expressed in any Communications.

5.5 By using the Avakin Life Applications you acknowledge that Lockwood has no responsibility to review the content of any Communications and that all Communications are made available on the basis that Lockwood is not required to and does not exercise any control or judgement of their content.

5.6 Notwithstanding the foregoing Lockwood shall be entitled to remove or reject any Communications and remove or suspend your ability to make or access Communications.

5.7 You agree that Lockwood may use, publish, edit, modify, record and adapt your Communications for any and all purposes relating to Avakin Life and the business of Lockwood and you hereby grant it an unrestricted non-exclusive right and licence and all necessary permissions, consents and licences required for it to use your Communications in that way. You further waive all so called moral rights in your Communications. Any data collected in this way, including the content of your voice and text communications, the time and location of your activities, and your Platform profile and IP address, may be used by us to enforce these terms and conditions and / or passed to the police or other appropriate authorities. By accepting these terms and conditions or using the Avakin Life Applications, you expressly consent to this.

5.8 You agree and undertake that you will not make any Communication or post to or transmit to or on the Avakin Life Applications any statement or material, nor use the Avakin Life Applications in any way, that:

- Is unlawful or which gives rise to civil or criminal liability;
- Promotes any illegal or unlawful activity;
- Infringes any copyright or other intellectual property right of any third party or assists infringement or piracy;
- Includes any computer virus, worms, logic bombs or other malicious software or technically harmful data;
- Is abusive, threatening, pornographic, defamatory, discriminatory or ethically, sexually or religiously offensive or obscene;
- Harasses any person including but not limited to stalking or bullying;
- Markets or promotes any third party;
- Interferes with another user's use and enjoyment of the Avakin Life Applications;
- Impersonates any moderator, administrator or any staff or other persons connected with Lockwood;

- Infringes upon or violates any third party's rights, including but not limited to intellectual property rights, rights of privacy, including unauthorized disclosure of a person's name, e-mail address, physical address or phone number, and/or rights of publicity;
- Includes restricted / password protected content or materials;
- Exploits any other person;
- Solicits passwords or personal information;
- Provides instructional information about illegal activities such as making or buying illegal weapons, buying or selling illegal drugs, violating someone's privacy, or providing or creating computer viruses;
- Contains video, photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- Tries to gain unauthorized access to any computer, servers or any part of the Avakin Life Applications including its servers, network and the computers of other users;
- Tries to gain unauthorized access to any profiles, blogs, chat rooms, communities, account information, bulletins, or other aspects of the Avakin Life Applications;
- Engages in or solicits commercial activities or sales without Lockwood's prior written consent such as, without limitation gambling, betting, sweepstakes, sales advertising, investments and pyramid schemes;
- Refers to any material that is inappropriate;
- Seeks or attempts to make any arrangement to meet a child under the age of 16 or which may have such a meeting as its object or effect;
- Contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;

- or
- Solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

5.9 If you discover any material which you believe contravenes these terms and conditions please inform Lockwood or a forum moderator with details of the page you found it on.

5.10 It is a known risk of internet usage that people are not necessarily who they say they are. People may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. Lockwood has no way of telling if statements made by other users are true. This is a decision that can only be made by you. You should therefore exercise some degree of caution when using any web site. By using the Avakin Life Applications and its services you accept that this is the case and accept that you therefore use the Avakin Life Applications at your own risk. PLEASE TAKE PARTICULAR CARE IN RELATION TO THE DISCLOSURE OF YOUR OWN PERSONAL INFORMATION SUCH AS YOUR SURNAME, ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER AND PLACES YOU GO.

5.11 You acknowledge and agree that, if necessary, Lockwood will communicate with you via the email address you have provided to Lockwood or through Platform. Notices that are applicable to all Lockwood's customers shall be made available on Avakin Life or otherwise within the Avakin Life Applications or through Platform. You will be deemed to have received a notice at the time the message is sent or the time the notice is posted on our websites or within the Service.

5.12 All emails sent by Lockwood and attachments thereto are intended for the addressee only.

6. Virtual Items

6.1 In the Avakin Life Applications you may purchase a license to use virtual currency, including but not limited to virtual goods, services, virtual coins, cash, tokens, or points, all for use on or in Avakin Applications ("Virtual Items").

6.2 When you place an order to purchase Virtual Items from any Avakin Life Application, we may send you a confirmatory e-mail that will contain details of the items you have ordered. Please check that the details in the confirmatory e-mail are correct as soon as possible and maintain a copy of it for your records. Lockwood keeps records of transactions in order to deal with any subsequent queries. When

you purchase Platform credits from a Platform, you are agreeing to Platform's payment terms. Lockwood is not a party to this transaction.

6.3 For Virtual Items, your order will represent an offer to us to pay to expand the scope of the licence of the relevant Avakin Life Application which will be accepted by us when we make the Virtual Items available in your account for you to use in our games or debit your credit card, whichever comes first.

6.4 The provision of Virtual Items for use on Avakin Life Applications is a service provided by Lockwood that commences immediately upon acceptance by Lockwood of your offer to purchase a licence. By ordering Virtual Items you agree and accept that Lockwood through Avakin Life will provide them to you immediately following completion of your purchase. If you reside in the European Union and you purchase a product or service through Avakin Life, you have the right to withdraw from a purchase within 14 days, commencing on the day after the date of purchase (the "Cooling Off Period"). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling-Off Period. Accordingly, please note that if you purchase Virtual Items from us, your right of withdrawal is lost as the performance of our services begins immediately once your purchase is completed.

6.5 Your licence to use Virtual Items will expire as follows, unless otherwise agreed in writing:

- all Virtual Items expire after 5 years' of inactivity (at which point we may terminate our agreement with you or part thereof, and your access to the Avakin Life Applications including Virtual Items and delete data associated with your use thereof);
- if a specific period is specified when you request a Virtual Item then it will expire at the end of that period (if it is shorter than the period specified at (I) above;
- virtual currency and credits expire after 12 months if they have not been redeemed.

7. In-Game Advertising

7.1 You acknowledge and agree that Avakin Life Applications may contain in-game advertising in accordance with the Avakin Privacy Policy.

7.2 Lockwood through the Avakin Life Applications may provide links third party websites or vendors who may invite you to participate in a promotional offer in return for receiving optional services and/or upgrades (such as in-game currency). Any charges or obligations you incur in your dealings with these third parties are your responsibility. Lockwood makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from the Avakin Life Applications, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under the control of Lockwood and may collect data or solicit personal information from you. Lockwood is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement of Lockwood of these linked sites.

8. App Developer Terms for iOS Apps

8.1 The following terms of this clause are the terms which we are required by Apple Inc, (“Apple”) to notify you of and obtain your consent in respect of using the Avakin Life Applications:

8.2 Acknowledgement – You and we acknowledge that these terms and conditions are concluded between you and us only, and not with Apple, nor any subsidiary or affiliate company of Apple. You also acknowledge that we are solely responsible for the Avakin Life Applications and the content thereof.

- *Grant of Licence* – Subject to your compliance with all conditions of these terms and conditions we grant you a non-exclusive, personal, non-commercial, revocable, non-transferable license to use the Avakin Life Applications on an iOS Product which you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service (<http://www.apple.com/uk/legal/terms/>).
- *Maintenance and support* – We are solely responsible for providing support and maintenance for the Avakin Life Applications. You and we acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Avakin Life Applications.
- *Product claims* – You acknowledge that we, and not Apple, are responsible for addressing any claims you may have relating to the Avakin Life Applications or your possession and/or use of the Avakin Life Applications, including but not limited to: (i) product liability claims; (ii) any claim that the Avakin Life Applications fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- *Intellectual Property Rights* – You acknowledge that in the event of a third party claim that the Avakin Life Applications or your possession and use of the Avakin Life Applications infringes that third party’s intellectual property rights, then we shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property right infringement claim, and not Apple.
- *Legal Compliance* – You represent and warrant that (i) you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.
- *Third Party Beneficiary* – You acknowledge and agree that Apple are third party’s beneficiaries of these terms and conditions, and that when you accept the terms and conditions of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms and conditions against you as a third party beneficiary thereof.
- *Third Party Terms of Agreement* – We use third party software and services in the Avakin Life Applications. Use of the Avakin Life Applications is therefore subject also to your acceptance and compliance of these third party terms and conditions when using the Avakin Life Applications. More information about this can be found in our Privacy Policy.

9. Liability

9.1 Lockwood provides and maintains Avakin Life and the Avakin Life Applications for personal entertainment on an “as is” basis and is liable only to provide its services with reasonable skill and care.

9.2 External Sites have not been verified or reviewed by Lockwood and all use and access of External Sites is made at your own risk. “External Sites” means third party web sites and online services to which the Avakin Life Applications link.

9.3 Lockwood gives no other warranty in connection with the Avakin Life Applications and to the maximum extent permitted by law, Lockwood excludes liability for the following (save to the extent that damage to your device or other digital content which you own is caused by the Avakin Life Applications as a result of our failure to use reasonable care and skill in which case you may be entitled to compensation or we may be obliged to repair your device):

- Any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which Lockwood has been made aware of;
- The accuracy, currency or validity of information and material contained within any Communications, Avakin Life or the Avakin Life Applications;
- Any interruptions to or delays in updating Avakin Life or the Avakin Life Applications;
- Any incorrect or inaccurate information on Avakin Life or the Avakin Life Applications;
- The infringement by any person of any copyright or other intellectual property rights of any third party through any Communication or use of Avakin Life or the Avakin Life Applications;
- The availability, quality, content or nature of External Sites;
- Any transaction involving External Sites;
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment,
- software, data or other property caused by persons accessing, using or downloading the Avakin Life Applications, or any Communication;
- All representations, warranties, conditions and other terms and conditions which but for this notice would have effect.

9.4 Lockwood does not warrant that the operation of the Avakin Life Applications will be uninterrupted or error free.

9.5 Lockwood will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party including Internet outages, communications outages, fire, flood, war or act of God.

9.6 Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

9.7 You agree that in relation to your use of the Avakin Life Applications you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call into disrepute Avakin Life or the Avakin Life Applications.

9.8 You agree that you are and shall remain responsible for maintaining the confidentiality of the password for accessing your Avakin Life account or any relevant Platform and for all activities that occur under your account.

9.9 You hereby indemnify, defend and hold Lockwood and Lockwood's officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms and conditions or claims arising from your use of the Avakin Life Applications, any Communications and any use of your membership account. You shall use your best efforts to cooperate with Lockwood in the defence of any claim. Lockwood reserves the right, at Lockwood's own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

10. Termination and Suspension

Without limiting to any other rights it may have Lockwood may remove, restrict, cancel or suspend access to and use of the Avakin Life Applications and any part of them, if it considers (in its sole discretion) that you have breached of any of these terms and conditions or if you are under 13 years old. Additionally we reserve the right to:

10.1 Cancel your Avakin Life account if it has not been used for 18 months;

10.2 Bring legal action against you if you are in breach of these terms and conditions and to participate in any government, criminal or private legal action or investigation relating to your conduct using the Avakin Life Applications;

10.3 Temporarily or permanently discontinue the Avakin Life Applications and any and all services and content available through the Avakin Life Applications at any time, including for service maintenance and upgrades.

11. General

11.1 These terms and conditions are subject to your statutory and common law consumer rights and shall not limit any rights you might have that may not be excluded under applicable law nor shall it exclude or limit Lockwood's liability for death or personal injury resulting from neither its negligence nor any fraudulent representation.

11.2 All questions, comments or enquiries should be directed to <http://www.avakin.com/support/> or by post to Lockwood Publishing Limited at 9a Beck Street, Antenna Media Centre, Nottingham NG1 1EQ.

11.3 These terms and conditions constitute the entire agreement between you and Lockwood and shall apply to the exclusion of all other terms and conditions or conditions of contract which you may propose.

11.4 Use of the word "including" in these terms and conditions means including without limitation.

11.5 Failure to enforce any of these terms and conditions will not be deemed a waiver of any term or right.

11.6 If any part of these terms and conditions is found to be unenforceable, it will be construed as far as possible to reflect the intention and the remainder of the provisions will remain in full force and effect.

11.7 The Avakin Life Applications are intended for and directed at the United Kingdom and no representation or warranty is made as to whether the Avakin Life Applications comply with the regulatory regime and local laws of any other country.

11.8 We may make changes to these terms and conditions from time to time. Please check regularly to ensure that you are aware of any changes.

11.9 You will be notified of material changes by a posting as you sign in or otherwise access the Avakin Life Applications or by email to your current email address as registered with us. Your continued use of the Avakin Life Applications after any changes signifies your acceptance of these changes. If you do not accept material changes to these terms and conditions you must stop using the Avakin Life Applications.

11.10 We may assign our rights and obligations under these terms and conditions without your consent provided that such assignment does not adversely affect your rights under these terms and conditions.

12. Governing Law and Jurisdiction

To the extent permitted by applicable law, use of the Avakin Life Applications and these terms and conditions are subject to the laws of England which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use. To the extent permitted by applicable law, the contract between you and Lockwood shall be deemed to have been formed and performed in England, shall be construed in accordance with the laws of England. and you agree to submit to the exclusive jurisdiction of the English courts.

13. Warranty and Disclaimer

Other than as set out in these terms and conditions, we give no warranty about the quality, functionality, availability, completeness, accuracy or performance of the Avakin Life Applications or any content and services available via the Avakin Life Applications. We do not guarantee the Avakin Life Applications will always be available or error free and we assume no liability for your inability to licence any content, goods or services. We exclude all liability for loss of data or unauthorised access to data and for damage caused to your software or hardware as a result of using or accessing the Avakin Life Applications. You are responsible for your Internet Service Provider fees and any other fees related to your use of Avakin Life Applications, including any increase in such fees resulting from your use of Avakin Life Applications.

If we are liable to you for failure to deliver content or services, our liability is limited either to re-providing the relevant content or service or (at our option) refunding the amount you paid for the content or service.

These terms and conditions set out your sole and exclusive rights in connection with the Avakin Life Applications. These terms and conditions and the above limitations, exclusions and disclaimers apply to the maximum extent permitted by applicable law. However, you may have other legal rights as a consumer, which are not affected by these terms and conditions.

Contact Lockwood

All questions, comments or enquiries should be directed to Lockwood at <http://www.avakin.com/support>

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