

Light Play Terms of Service

Last updated August 26, 2019

Effective August 26, 2019.

IMPORTANT NOTICE: FOR U.S. AND CANADIAN PLAYERS, DISPUTES ABOUT THESE TERMS OR RELATING TO GEEKY GAMES SERVICES GENERALLY MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY. For more details, go to Section 17.

Please read these Terms of Service and our Privacy Policy before using Geeky Games Services.

Whenever you use the Services, you agree to be bound by all of the terms and conditions of these Terms of Service. If you don't agree to all the terms and conditions you must not use our Services.

References to "Geeky Games," "Application Provider", "Us", "We" or "GG" means Geeky Games LLC. In all cases, "Geeky Games," "Us," or "We" includes agents, consultants, employees, officers and directors.

1. DEFINITIONS

"Account" means an account you create when you access the Services.

"Community Rules" means the rules of conduct that govern your interaction with our Services and other players and can be found below under Community Rules.

"Feature Terms" means any other rules related to specific services like platforms and APIs, applications for mobile devices, forums, contests, subscriptions or loyalty programs that We may publish which apply to your use of those specific services and state they are part of these Terms.

"Offers" means special programs, including offers, excursions, and special gifts, both digital and tactile, that Geeky Games may offer from time to time to certain eligible players.

"Services" refers to products, games, services, content, geekygames.com and/or the other domains provided by Geeky Games.

"Terms of Service" or "Terms" means these terms of service.

"User Content" means all the data that you upload or transmit on or through the Service. This includes things like your profile picture or your in-game chat.

"Virtual Items" means (a) virtual currency, including but not limited to virtual coins, cash, tokens, or points, all for use in the Service and (b) virtual in-game items.

"Geeky Games Affiliates" refers to the Geeky Games third-party content providers, distributors, licensees or licensors.

2. CHANGES TO THESE TERMS

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms, Community Rules, Feature Terms, and Privacy Policy at any time by posting the amended Terms, Community Rules, Feature Terms, or Privacy Policy on our sites or within the Service (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless We state otherwise, changes are effective when posted. If you continue to use the Services after the changes are posted you agree to the changes. New versions of the Terms of Service, the Community Rules and the Privacy Policy and any other policies, codes or rules will be accessible at geekygames.com or from within the Legal section of the game.

If you have a dispute with Geeky Games, the version of the Terms of Service, the Community Rules and or the Privacy Policy in effect at the time Geeky Games received actual notice of the dispute will apply to such dispute. However, if you keep using the Service after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can't make changes to the Terms of Service, [Community Rules](#) or [Privacy Policy](#) unless both you and Geeky Games sign a written amendment.

If the Terms of Service or the Privacy Policy have provisions that conflict with other Geeky Games terms or policies, the provisions in these Terms and the Privacy Policy win.

3. ACCOUNT INFORMATION AND SECURITY

In order to use our Services, We may ask you to create an Account and select a password and/or provide Us with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Geeky Games [Privacy Policy](#).

You agree to supply Geeky Games with accurate, complete, and updated information, particularly your email address.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. You are solely responsible for any activity in your Account whether or not authorized by you, including purchases made using any payment instrument (for example, credit card, PayPal or social network or platform virtual currency).

Tell Us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password.

4. PRIVACY

Geeky Games [Privacy Policy](#) tells you how We collect and use information about you and your computer or mobile device, and how you can use the Services to share such information with others. You understand that through your use of our Services you acknowledge the collection, use and sharing of this information as described in Geeky Games [Privacy Policy](#). If you don't agree with the Privacy Policy, then you must stop using our Services.

We encourage you to read the Geeky Games Privacy Policy carefully and use it to make informed decisions.

5. USING OUR SERVICES

Who can use our Service: We are excited to have you start playing our games, but there are some limits on who can use our Service.

You may **not** use our Service if:

- You cannot enter into a binding contract with Geeky Games;
- **You are under 13 years of age**, in which case you must not create an Account, use any part of the Service except games with an age screen after accurately identifying your age, or submit personal information through the Service or to Geeky Games (for example, name, address, telephone number, email address);
- You are not allowed to receive products, including services or software, from the United States, for example if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals;
- You are a convicted sex offender; or
- You have previously been banned from playing any Geeky Games game or using any Geeky Games Service.

If you are under the age of 18, or under the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these Terms.

Additional Important Rules and Terms:

If you use our Service, you must follow the Geeky Games [Community Rules](#) and all other Feature Terms that may apply. These additional rules and terms apply in addition to these Terms and are important. Please read them. If you access the Service from a social network or download the Service from another platform, such as Apple or Google, you must also comply with its terms of service/use as well as these Terms.

Accessing our Service:

To access or play our games or create an account with Us, you may need an account with a social network, like Facebook, and, if you are using our mobile Service, an account with the company that provides your mobile applications, like an iTunes account. You may need to update third party software from time to time to receive the Service and play Geeky Games, Games.

We provide the games. You provide the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, or for data or cellular usage to download and use the Service.

Service Changes and Limitations:

The Service is evolving and We may require that you accept updates to the Service as well as to the Terms of Service, [Community Rules](#) and the [Privacy Policy](#). From time to time we may make you update the game or your software to continue to use Our Services. We may perform these updates remotely including to Geeky Games software residing on your computer or mobile device, without notifying you. *Geeky Games reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or any part of it will be automatically terminated or suspended. If that happens, Geeky Games is not required to provide refunds, benefits or other compensation to players in connection with discontinued elements of the Service or for virtual goods previously earned or purchased.*

GEEKY GAMES MAY, IN ITS SOLE DISCRETION LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR ANY PORTION OF IT AND PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT AND GEEKY GAMES IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

Deleting your Account:

You may stop using the Service at any time and may request that We stop making active use of your data at any time by following the instructions in the Privacy Policy. ***Unless the local law where you are located requires otherwise, We are not required to provide refunds, benefits or other compensation if you request deletion of your Account.***

6. OWNERSHIP; LIMITED LICENSE

Games and Service:

The Service is comprised of works owned by Geeky Games, and it is protected by copyright, trademark, trade dress, patent and other US and non-US intellectual property and other applicable laws, rules or regulations. Geeky Games owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. These Terms do not grant you or any other party any right, title or interest in the Service or any content in the Service.

So long as you abide by these Terms and any other rules, including the Community Rules, Geeky Games grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in these Terms, to access and use the Service using a Geeky Games supported web browser or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

If you violate these Terms, or any of Our other terms that apply to you, We may take action against you, up to and including permanently suspending or deleting your account. In addition, you may be breaking the law, including violations of Geeky Games intellectual property rights. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY GEEKY GAMES, GAME IS A VIOLATION OF GEEKY GAMES POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

Your Account and Virtual Items:

Regardless of what anything else says in these Terms, the [Community Rules](#), or any other Feature Terms that apply to features you may choose to use, you do not own the Account that you create on Our Service, including in Our games, and your Account is not your property. This also applies to other stuff, like in-game currency or items, regardless of whether you “earned” those items in a game or “purchased” them. Your account and any related items are owned by Geeky Games. Geeky Games gives you a limited license to use your account and the related items while We offer the Services.

WE MAY DELETE OR TERMINATE ACCOUNTS THAT ARE INACTIVE (*i.e.*, NOT LOGGED INTO) FOR 180 DAYS.

IF YOU WANT US TO DELETE YOUR ACCOUNT, YOU CAN DO SO WININ THE GAME.

You are not allowed to transfer Virtual Items outside of the Service (*i.e.*, in the “real world”), for example by selling, gifting, or trading them. We won’t recognize those transfers as legitimate. You are not allowed to sublicense, trade, sell or attempt to sell in-game Virtual Items for “real” money, or exchange Virtual Items for value of any kind outside of a game. Any such transfer or attempted transfer is prohibited and void, and We may terminate your Account because of it.

User Content:

If you transmit or upload User Content on the Service, you agree that it will be:

1. accurate;
2. not confidential;
3. not in violation of the law;
4. not in violation of contractual restrictions or other parties’ rights, and that you have permission from any other party whose personal or other information or intellectual property is contained within the User Content;
5. free of viruses, adware, spyware, worms or other malicious code;
6. in compliance with the Geeky Games [Community Rules](#).

Your User Content will be processed by Geeky Games in accordance with our [Privacy Policy](#).

You own your User Content, but you give Geeky Games a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, license to use your User Content and any modified and derivative works thereof in connection with the Service, including in marketing and promotions. To the extent allowed by applicable laws, you waive any moral rights you may have in any User Content (like the right to be identified as the author of the User Content or the right to object to a certain use of that User Content).

Geeky Games license to your User Content ends when you request deletion of your User Content by submitting a request to LightPlay.Support@geekygames.com, stating that you no longer want Geeky Games to use your User Content, with the following exceptions:

1. User Content submitted in response to Geeky Games promotions (which will be subject to the terms of the promotion);
2. User Content either shared with others which they have not deleted or already used publicly as allowed under these Terms; and
3. User Content subject to a separate license with Geeky Games (which will be subject to the terms of such license).

If you request deletion of your User Content we will take reasonable steps to remove your User Content from active use, which may include suppression of your User Content in our systems. However, User Content may persist in our systems, including back-up copies. We may also retain copies of User Content if we are legally required to do so.

When you post your observations and comments on the Service such as in forums, blogs and chat features, We cannot guarantee that other players will not use the ideas and information that you share. If you have an idea or information that you would like to keep confidential and/or don't want others to use, don't post it. **GEEKY GAMES IS NOT RESPONSIBLE FOR ANY OTHER PERSON'S USE OR APPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.**

7. MONITORING USE OF SERVICE AND USER CONTENT

We have no obligation to monitor User Content and We are not responsible for monitoring the Service for inappropriate or illegal User Content or conduct by other players. That said, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content.

We may also, at our discretion, choose to monitor and/or record your interaction with the Service or your communications with Geeky Games or other players (including without limitation chat text and voice communications) when you are using the Service.

We are not responsible for information, materials, products or services provided by other players (for instance, in their profiles). However, if someone is violating these Terms or misusing the Service, please let Us know by using a "Report Abuse" link provided in the Service or contact Us at LightPlay.Support@geekygames.com.

8. YOUR DEALINGS WITH OTHER PLAYERS

You are responsible for your interactions with other players. If you have a problem with another player, We are not required to get involved, but We can if We desire.

If you have a dispute with another player, you release Geeky Games and its officers, directors, agents, subsidiaries, joint ventures, and employees, and all Geeky Games Affiliates from responsibility, claims, demands and/or damages (actual or consequential) of every kind and nature, whether known or unknown, resulting from that dispute or connected to that dispute. This includes damages for loss of profits, goodwill, use or data.

If you live in California, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

9. PAYMENT TERMS

We provide a service in the form of access to games and Virtual Items. In the Service you may use "real world" money to obtain a limited license to use Virtual Items and/or other goods or services.

How it Works:

You get a limited license to Virtual Items by visiting the purchase page in one of our games and providing billing authorization through the platform on which You are playing (e.g., Facebook, Apple iOS, Android).

We may change what you can use to pay from time to time, at Our sole discretion. Virtual Items purchased in Our games on other platforms such as Facebook, Apple iOS, or Android will be subject to those platforms' payment terms and conditions. Geeky Games does not control how you can pay or how any refunds may be issued on those platforms. Please review those platforms' terms of service for additional information.

When you get a limited license to use Virtual Items from our Services on geekygames.com, We may send you a confirmation email or text that will have details of the items you have ordered. Please check that the details in the confirmation message are correct as soon as possible and keep a copy of it for your records. Geeky Games keeps records of transactions in order to deal with any future questions about that transaction.

For Virtual Items, your order will represent an offer to Us to obtain a limited license for the relevant service(s) or virtual in-game item(s) 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 the account through which you paid, whichever comes first. Your limited license to Virtual Items for use in Geeky Games, games is a service provided by Geeky Games that starts when We accept your payment or redemption of third party virtual currency.

For orders to obtain a limited license to use Virtual Items, by clicking the button on the purchase window or page you:

1. agree that We may start to supply your purchased Virtual Items immediately after you have clicked that button; and
2. if you reside in the European Union, you acknowledge that you will therefore no longer have the right to cancel under the EU's Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Virtual Item.

You understand that while you may "earn" "buy" or "purchase" Virtual Items in our Services, You do not legally "own" the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of

real currency or its equivalent. Any "virtual currency" balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your limited license.

ALL SALES ARE FINAL:

YOU ACKNOWLEDGE THAT GEEKY GAMES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH [GEEKYGAMES.COM](https://www.geekygames.com) OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

PURCHASES OR REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY TO ACQUIRE A LICENSE TO USE VIRTUAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

If you purchase third party currency or choose to make a payment in our Services through a third party (like Facebook, Apple, or Google), you are agreeing to the third party's payment terms, and Geeky Games is not a party to the transaction.

Additional Payment Terms:

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Geeky Games may revise the pricing for the goods and services it licenses to you through the Service at any time.

Billing Support:

For billing support, please contact our support team at LightPlay.Support@geekygames.com. (Please note that all support for billing-related issues and questions is available in English only.) The person that answers the e-mail will NOT be able to help you with technical issues, game play, in-game purchasing questions or read e-mails which are NOT in English. They really are just there to help with billing questions.

10. PROMOTIONS AND OFFERS

From time to time, We may offer limited time promotions. Please review the official rules (if any) associated with the promotion. They will apply in addition to these Terms.

In addition, from time to time, We may promote Offers. We are not required to give, and players are not required to accept, any Offer. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to get the Offer. Some Offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before You accept the offer. If you accept an Offer you also assume all liability associated with the Offer.

THIRD PARTY ADVERTISING

Our Service and our games may feature advertisements from Us or other companies. Our [Privacy Policy](#) explains what information We share with advertisers. Please read it.

Sometimes We provide links in Our games or on the Service to other companies' websites or to companies who invite you to participate in a promotional offer and offer you some feature of the Service

or upgrade (such as in-game currency) in exchange. Any charges or obligations you take on in dealing with these other companies are your responsibility.

We make no representation or promises about any content, goods or services these other companies provide, even if linked to or from Our Service or games. Also, just because We allow a link to be included in Our games or Service does not mean We endorse that linked site. We are not liable for any claim relating to any content, goods and/or services of third parties.

Please also note that the linked sites are not under our control and may collect data or ask you to provide them with your personal or other information, or they may automatically collect information from you. When you use other companies' services like these, the other company's service may (or may not) ask you for permission to access your information and content. We are not responsible for these other companies' content, business practices or privacy policies, or for how they collect, use or share the information they get from you.

12. COPYRIGHT NOTICES/COMPLAINTS

We respect the intellectual property rights of others and ask that you should, too. We respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA") and similar or equivalent local laws that may apply. We reserve the right to terminate any player's access to the Service if We determine that the player is a "repeat infringer." We do not have to notify the player before We do this. We also accommodate and do not interfere with standard technical measures copyright owners use to protect their materials.

13. FEEDBACK AND Unsolicited Ideas

Sometimes, We may request your feedback on certain features through a promotion or our customer insights program. Any feedback you provide at Our request through a promotion or program is subject to the rules of the specific promotion or program.

Any idea, information or feedback you submit to us without Our specific request you relinquish all rights to and fully understand Geeky Games owns.

14. WARRANTY DISCLAIMER; SERVICES AVAILABLE ON AN "AS IS" BASIS

Neither Geeky Games nor any Geeky Games Affiliate partners make any promise or guarantee that the Service will be uninterrupted or error-free.

USE OF THE SERVICE IS AT YOUR SOLE RISK. IT IS PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GEEKY GAMES AND ANY GEEKY GAMES AFFILIATE MAKE NO WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. GEEKY GAMES AND ANY GEEKY GAMES AFFILIATE DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE.

If your state or country does not allow these disclaimers, they do not apply to you. If your state or country requires a certain period for which a warranty applies, it will be either the shorter of 30 days from your first use of the Service or the shortest period required by law.

15. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE THAT GEEKY GAMES AND THE GEEKY GAMES AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE RISK OF USING THE SERVICE AND EXTERNAL SITES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICE AND EXTERNAL SITES.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICE, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF GEEKY GAMES AND/OR THE GEEKY GAMES AFFILIATES IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID GEEKY GAMES AND/OR THE GEEKY GAMES AFFILIATE IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID GEEKY GAMES OR ANY GEEKY GAMES AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH GEEKY GAMES AND/OR ANY GEEKY GAMES AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described above. So these limitations/exclusions may not apply to you if you reside in one of those states or countries.

16. INDEMNITY

If you use or misuse the Service, or if you violate these Terms or any other applicable rules, including the [Community Rules](#) and that results in loss or damage or in a claim or liability against Geeky Games or any Geeky Games Affiliate, you agree to indemnify, defend and hold harmless Geeky Games and/or the Geeky Games Affiliate (which means you agree to compensate Geeky Games and/or the Geeky Games Affiliate on a "dollar for dollar" basis) for that loss, damage, claim or liability, including compensating Geeky Games and/or the applicable Geeky Games Affiliate for our legal fees or expenses. If Geeky Games or the Geeky Games Affiliate wants to, they are allowed to take exclusive charge of the defense of any case on which you are required to compensate or reimburse them, and it will be at your expense. You also have to cooperate in Geeky Games and/or the Geeky Games Affiliate's defense of these cases. Geeky Games and/or the Geeky Games Affiliate will use reasonable efforts to let you know if they learn of any claim on which you have to compensate or reimburse them. This will apply even if you stop using the Services or your account is deleted.

17. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

THIS SECTION ONLY APPLIES TO PLAYERS IN THE US AND CANADA.

If you are having a problem with the Service, many issues can be resolved. You may find a resolution by clicking on the “Support” link on that game’s help page.

Before bringing a formal legal case, first contact our Customer Support team to address your issue email: LightPlay.Support@geekygames.com, or for improvement/suggestions/feedback email: LightPlay.Feedback@geekygames.com. Most disputes can be resolved that way.

We Both Agree to Arbitrate

If we can’t resolve our dispute through Customer Service, ***you and Geeky Games all agree to resolve any claims relating to the Terms, the Privacy Policy, Feature Terms or Geeky Game’s Services through final and binding arbitration.*** This applies to all kinds of claims under any legal theory, unless the claim fits in one of the exceptions in the Exceptions to Agreement to Arbitrate sub-section. It also applies even after you stopped using your Geeky Games account or deleted it.

An arbitration proceeding is before a neutral arbitrator instead of a judge and jury, so ***we are all giving up our right to a trial before a judge and jury.*** Arbitrations have different rules than lawsuits in court. They are less formal than lawsuits in courts, and provide limited opportunity to force the other side to share information relevant to the dispute—a process called discovery. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. But, if any of us does not like the arbitrator’s decision, the courts only have a limited ability to change the outcome of arbitration or make the arbitrator reconsider his or her decision.

If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that, too.

In addition, if you or Geeky Games brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). You or Geeky Games may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

The Arbitration Process

The American Arbitration Association (AAA) will run the arbitration between you and Geeky Games or the Geeky Games Corporate Family member, and AAA’s then-current rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes) will be used. If something in these Terms is different than AAA’s rules and procedures, then we will follow these Terms instead. You can look at AAA’s rules and procedures on their website www.adr.org or you can call them at [1-800-778-7879](tel:1-800-778-7879).

To start an arbitration proceeding, use the form on AAA’s website (www.adr.org) or call them at [1-800-778-7879](tel:1-800-778-7879).

Exceptions to Agreement to Arbitrate

We all agree that we will go to court to resolve disputes relating to

1. Your, Geeky Games, or a Geeky Games Corporate Family member’s intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents); or
2. your violation of the [Community Rules](#).

For more information about which court we can go to for resolving these types of disputes, see Section 19 (Venue for Legal Disputes Not Subject to Arbitration).

No Class Actions

We all agree that we can only bring a claim against each other on an individual basis.

That means:

1. ***Neither you nor Geeky Games nor any member of the Geeky Games Corporate Family can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action.***
2. ***The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless we both agree to change this).***
3. ***The arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other Geeky Games players, and cannot be used to decide other disputes with other players.***

If a court decides that this subsection on "No Class Actions" is not enforceable or valid, then the entire Section 17 (Agreement to Arbitrate and Class Action Waiver) will be null and void (*i.e.*, go away). But, the rest of the Terms, Feature Terms, Community Rules, and Privacy Policy will still apply.

Changes to Section 17 on Agreement to Arbitrate and Class Action Waiver

We will give you 60-days' notice by email or through the Service if We change Section 17 on our Agreement to Arbitrate and Class Action Waiver.

18. APPLICABLE LAW

The Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether Section 17 (Agreement to Arbitrate and Class Action Waiver) can be enforced and how it should be interpreted.

Apart from that, if you are United States resident, these Terms and our relationship will be governed by California law, except for its conflicts of laws principles.

If you reside outside the United States these Terms and our relationship will be governed by Irish law, except for its conflicts of laws principles.

19. VENUE FOR LEGAL DISPUTES NOT SUBJECT TO ARBITRATION

If you are a United States resident, judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 17 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and Geeky Games both consent to venue and personal jurisdiction in San Francisco, California.

If you reside outside the United States, judicial proceedings must be brought in the courts of Ireland, unless we both agree to some other location, and you and Geeky Games both consent to venue and personal jurisdiction in Ireland.

20. SEVERABILITY

Except as described in Section 17 under the "No Class Actions" heading, if any part of these Terms, Community Rules or the Privacy Policy is not enforceable, the rest of these Terms, Community Rules and

the Privacy Policy still applies and is binding and any unenforceable term will be substituted reflecting our intent as closely as possible.

21. ASSIGNMENT

We may give our rights, or Our obligations, under these Terms, Community Rules, or our Privacy Policy to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms, Community Rules, or our Privacy Policy without first getting Geeky Games written consent, and any attempt to do so without our consent is void.

22. ENTIRE AGREEMENT

These Terms, and any other policies or rules We reference in these Terms, make up the entire agreement between you and Us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us.

23. LANGUAGE OF THE TERMS

If We provide a translated version of these Terms, the Community Rules, the Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

24. NO WAIVER

If We do not enforce a provision of these Terms, the Community Rules, or our Privacy Policy, that does not waive our right to do so later. And, if We do expressly waive a provision of these Terms, the Community Rules, or our Privacy Policy that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by both you and Us to be legally binding.

25. NOTICES

We may notify you by either posting something on geekygames.com, or within our games you play, sending you an e-mail or using other ways of communicating with you based on the contact information you provide to Us.

If you are a player in the United States, and you have to give Us notice of something according to the Terms, Community Rules, or our Privacy Policy, the notice must be in English writing and addressed to Geeky Games LLC, Attn: LEGAL DEPARTMENT addressed to LightPlay.Support@geekygames.com.

If you are a player outside of the United States, and you have to give Us notice of something according to the Terms, or the Geeky Games Privacy Policy, the notice must be in writing via Support e-mail, unless we have provided a more specific method way of notifying us.

Any attempted notice that does not follow these rules has no legal effect.

26. EQUITABLE REMEDIES

You agree that given the unique and irreplaceable nature of the rights granted and obligations made under these Terms and the Community Rules, if you breach these Terms, Community Rules and/or our Privacy Policy, or intend to breach these Terms, Community Rules or Privacy Policy, money damages alone will not be enough to repair the harm to Geeky Games. Therefore, for disputes that are not required

to be resolved through arbitration as described in Section 17, Geeky Games may seek injunctive or other equitable relief (*e.g.*, get a court order to make you stop doing whatever you're doing that is causing harm) if you breach or intend to breach these Terms, Community Rules or our Privacy Policy and Geeky Games does not have to post any bond or surety or submit proof of damages.

You agree to limit your claims to claims for money damages, as limited by Section 15 (Limitations; Waivers of Liability). And, you agree not to seek injunctive or equitable relief or otherwise seek to stop Us from operating any aspect of the Service or any Geeky Games, Game.

27. FORCE MAJEURE

We are not liable for any changes or problems out of our control, for example changes or problems caused by like natural disasters, 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.