



**THE ULTIMATE GAMING CLIENT!**

**TERMS & CONDITIONS**

The following terms and conditions govern all use of Silver Titan Limited trading as GauntletESport.com, (henceforth referred to as “GauntletESport.com” or ‘Gauntlet ESport’), websites, clients and all content, services and products available at or through the website, including, but not limited to, GauntletESport.com Forum Software, GauntletESport.com Support Forums and the GauntletESport.com Hosting service (“Hosting”), (taken together, the Website). The Website is owned and operated by GauntletESport.com. The Website is offered subject to your acceptance without modification of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, GauntletESport.com Privacy Policy and Community Guidelines) and procedures that may be published from time to time on this Site by GauntletESport.com (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any of the associated products or services. If these terms and conditions are considered an offer by GauntletESport.com, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 16 years old unless parental authorisation is given at registration.

## **User GauntletESport.com Accounts**

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify GauntletESport.com of any unauthorised uses of your account or any other breaches of security. GauntletESport.com will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## **Responsibility of Contributors**

If you post material to the Website, post links on the Website, Forum or other GauntletESport.com supporting, chat sites or messaging sites or otherwise make (or allow any third party to make) material available by means of the Website (any such material, “Content”), you are entirely responsible for the Content of, any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file or computer software. By making Content available, you represent and warrant that:

- The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights of any third party
- If your employer has rights to intellectual property you create, you have either (l) received permission from your employer to post or make the Content, including rights in or to the Content
- You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through any required terms to end users
- The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content
- The Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing)
- The Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party
- Your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and websites or similar promotional methods
- Your content is not named in a manner that misleads your readers into thinking that you are another person or company and you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by GauntletESport.com or otherwise

## **Payments for Additional Services**

Future optional paid services with or without GAUX Tokens, GAUX Token purchases or upgrades may be available on the GauntletESport.com website by which case if you decide to purchase one of these services you agree to pay GauntletESport.com for that service for the duration of that service. These service fees are non-refundable.

## **Responsibility of Website Visitors**

GauntletESport.com has not reviewed, and cannot review, all of the material, including computer software, posted to the GauntletESport.com Website, any of its chat or discussion forums, support forums or any other GauntletESport.com supporting site, and cannot therefore be responsible for that material's content, use or effects.

By operating the Website, GauntletESport.com does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. Visitors are responsible for taking necessary precautions as to protect themselves and their computer systems from viruses, worms, Trojan horses and other harmful or destructive content.

The Website content may contain technical inaccuracies, typographical mistakes and or other errors whereby we invite visitors to contact us if they observe them. GauntletESport.com disclaims any responsibility for any harm resulting from the use by visitors of the Website.

### **Third Party Websites**

GauntletESport.com may use third party websites to cater for downloadable links that are necessary for users to participate in GauntletESport.com. It is the responsibility of users to ensure that they do not click on any other links that are non-GauntletESport.com based and that they take proper maintenance of their personal computing devices to avoid malware, virus or any other cyber threat to their devices. GauntletESport.com disclaims any responsibility from any harm resulting from your use of non-GauntletESport.com websites and webpages.

### **Copyright Infringement**

GauntletESport.com asks others to respect its intellectual property rights; it also respects the intellectual property rights of others. If you believe that material located on or linked to by GauntletESport.com violates your copyright, you are encouraged to notify GauntletESport.com in accordance with Copyright Infringement laws. GauntletESport.com will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. GauntletESport.com will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of GauntletESport.com or others.

In the case of such termination, GauntletESport.com will have no obligation to provide a refund of any amounts previously paid to GauntletESport.com.

### **Intellectual Property**

This agreement does not transfer from GauntletESport.com to you any GauntletESport.com or third-party intellectual property, and all rights, titles and interest in and to such property will remain (as between the parties) solely with GauntletESport.com. GauntletESport.com, GauntletESport.com.io, its logos and content are all copyrighted to GauntletESport.com as being the sole owner.

Your use of the Website grants you no right or license to reproduce or otherwise use any GauntletESport.com or third-party trademarks.

## **Amendments**

GauntletESport.com reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of, or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. GauntletESport.com may also, in the future, offer new services and/or features through the Website (including the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **Termination**

GauntletESport.com may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your GauntletESport.com account (if you have one), you may simply discontinue the Website or associated token wallets/clients. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Disclaimer of Warranties**

The Website is provided "as is". GauntletESport.com and its supplier and licensors hereby disclaim all warranties of any kind, express or implied, including without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither GauntletESport.com nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## **Limitation of Liability**

In no event will GauntletESport.com, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you for any GauntletESport.com service either now or in the future, to GauntletESport.com under this agreement during the twelve (12) month period prior to the cause of action. GauntletESport.com shall have no liability for any failure or delay due to matters beyond

their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **General Representation and Warranty**

You represent and warrant that (I) your use of the Website, it's supporting forums and webpages will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which this Website resides or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## **Indemnification**

You agree to indemnify and hold GauntletESport.com harmless, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

## **Miscellaneous**

This Agreement constitutes the entire agreement between GauntletESport.com and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of GauntletESport.com, or by the posting by GauntletESport.com of a revised version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by its terms and conditions; GauntletESport.com may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns (change into assignees).

If there are any issues relating to this Terms & Conditions document please address them to us by emailing [info@gauntletesport.com](mailto:info@gauntletesport.com). Thank you!

This document was last update by GauntletESport.com on May 5<sup>th</sup>, 2021.