

TERMS OF USE

This document is BHG verified.

Terms of Use

[Effective as of | 2/6/24, 2:07 pm -CST-]

Welcome to the Bull Horn Games Online Gaming Forum Terms of Use agreement. For purposes of this agreement, "Forum" refers to the Bull Horn Games Online Gaming Forum, which can be accessed [here](#). The terms "we," "us," and "our" refer to Bull Horn Games. "You" refers to you, as a user of our Forum.

The following Terms of Use apply when you view or use the Forum.

Please review the following terms carefully. By accessing or using the Forum, you signify your agreement to these Terms of Use. If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Forum.

PRIVACY POLICY

Bull Horn Games respects the privacy of its Forum users. Please refer to Bull Horn Games' Privacy Policy ([found here](#)) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Forum, you signify your agreement to the Privacy Policy as well as these Terms of Use.

ABOUT THE FORUM

The Forum allows users to engage in discussions related to online gaming, share tips, strategies, and connect with other gamers.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE FORUM

You need to be at least **12 years old** to register for and use the Forum.

If you are a user who signs up for the Forum, you will create a **personalized account** which includes a unique username and a password to access the Forum and to receive messages. You agree to notify us immediately of any **unauthorized use of your password and/or account**. **Bull Horn Games will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password, and/or account.**

USE RESTRICTIONS

Your permission to use the Forum is conditioned upon the following use, posting, and conduct restrictions:

You agree that you will not under any circumstances:

Access the Forum for any reason other than your personal, **non-commercial use** solely as permitted by the normal functionality of the Forum.

Collect or harvest any personal data of any user of the Forum.

Use the Forum for the solicitation of business in the course of trade or in connection with a commercial enterprise.

Distribute any part or parts of the Forum without our explicit written permission.

Use the Forum for any unlawful purpose or for the promotion of illegal activities.

Attempt to, or **harass, abuse, or harm another person** or group.

Use another user's account without permission.

Intentionally allow another user to access your account.

Provide false or inaccurate information when registering an account.

Interfere or attempt to interfere with the proper functioning of the Forum.

Make any automated use of the Forum, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure.

Bypass any measures we take to restrict access to the Forum, or use any software, technology, or device to scrape, spider, or crawl the Forum or harvest or manipulate data.

Circumvent, disable, or otherwise interfere with any **security**-related features of the Forum.

POSTING AND CONDUCT RESTRICTIONS

When you create your own personalized account, you may be able to provide User Content to the Forum. You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Forum. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Bull Horn Games reserves the right to remove any User Content from the Forum at its sole discretion.

We grant you permission to use and access the Forum, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Forum, you agree as follows:

You are solely responsible for your account and the activity that occurs while signed in to or while using your account.

You will not post information that is malicious, false, or inaccurate.

You will not post any information that is abusive, threatening, obscene, defamatory, or otherwise objectionable and offensive.

You retain all ownership rights in your User Content, but you are required to grant certain rights to Bull Horn Games and users of the Forum, as set forth more fully under the "License Grant" and "Intellectual Property" provisions below.

You will not submit content that is copyrighted or subject to third party proprietary rights, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content.

You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss, or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Forum is solely your responsibility. Bull Horn Games is not responsible for any public display or misuse of your User Content.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Forum, but not directly by Bull Horn Games, are those of their respective authors and should not necessarily be relied upon. We do not guarantee the accuracy, completeness, or usefulness of any information on the Forum nor do we endorse the accuracy or reliability of any opinion, advice, or statement made by other users.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Forum, we may provide you with convenient links to third party websites ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software, or Content"). These links are provided as a courtesy to Forum users. We have no control over Third Party Sites or Third Party Applications, Software, or Content, and we are not responsible for any Third Party Sites accessed through the Forum or any Third Party Applications, Software, or Content posted on or available through the Forum.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringer Accounts. Bull Horn Games respects the intellectual property rights of others and requires that users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, Bull Horn Games has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Forum who are repeat infringers.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe that any materials provided on the Forum infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to Bull Horn Games' designated copyright agent.

LICENSE GRANT

By posting any User Content via the Forum, you expressly grant, and you represent and warrant that you have a right to grant, to Bull Horn Games a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Forum.

INTELLECTUAL PROPERTY

You acknowledge and agree that Bull Horn Games retains ownership of all intellectual property rights related to the Forum, including applicable copyrights, trademarks, and other proprietary rights.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Forum's email and messaging system will not constitute legal notice to Bull Horn Games or any of its officers, employees, agents, or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you consent to receive communications from Bull Horn Games in an electronic form via the email address you have submitted. You agree that all Terms of Use, agreements, notices, disclosures, and other communications that Bull Horn Games provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

WARRANTY DISCLAIMER

THE FORUM IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE FORUM INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BULL HORN GAMES, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE FORUM; (C) THE FORUM GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE FORUM AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE FORUM.

MODIFICATION OF TERMS OF USE

Bull Horn Games can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Forum from time to time to view any such changes in this agreement. Your continued use of the Forum signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with Bull Horn Games must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Forum are governed by the **federal laws** of the United States of America and the laws of the State of Texas, without regard to conflict of law provisions.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these Terms and Conditions. You further acknowledge that these Terms of Use represent the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

This document is BHG verified.

Date: 2/7/24 - 6am, CST

Title: Bull Horn Games - Board Of Directors

Name: Michael Dunlap

Signature: _____