# **Terms of Service - Bekho Team**

## 1. Company Information

#### **Bekho Team**

Uno Norte 461, Office 703 Valparaíso, Chile Email: contact@bekhoteam.net

# 2. Acceptance of Terms

By accessing or using any of our HTML5 games ("Games"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Games.

## 3. Description of Service

Bekho Team develops and distributes HTML5 browser-based games. Our Games are:

- Single-player experiences
- Playable directly in web browsers
- Free to play (unless otherwise specified)
- Designed for entertainment purposes

#### 4. License to Use

#### 4.1 Grant of License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Games for personal, non-commercial purposes.

#### 4.2 Restrictions

You may not:

- Copy, modify, distribute, or create derivative works of our Games
- Reverse engineer, decompile, or disassemble our Games
- Use our Games for commercial purposes without written permission
- Remove or alter any copyright notices or proprietary markings
- Use automated systems or bots to interact with our Games
- Attempt to gain unauthorized access to our Games or related systems

## 5. Intellectual Property Rights

## 5.1 Ownership

All content in our Games, including but not limited to graphics, music, sound effects, code, and game mechanics, are owned by Bekho Team or our licensors and are protected by copyright and other intellectual property laws.

#### 5.2 Trademarks

"Bekho Team" and our game titles are trademarks of Bekho Team. You may not use our trademarks without our prior written consent.

## 6. User Conduct

When using our Games, you agree to:

- Use the Games only for lawful purposes
- Not engage in any conduct that could damage our reputation
- Not attempt to interfere with the proper functioning of our Games
- Respect the rights of other users when Games are played on shared platforms

## 7. Game Data and Progress

### 7.1 Local Storage

Game progress, scores, and settings are stored locally on your device. We are not responsible for:

- Loss of game data due to browser issues, device changes, or user actions
- Inability to transfer progress between devices
- Data corruption or loss

### 7.2 No Backup Service

We do not provide cloud backup services for game data. Maintaining your game progress is your responsibility.

## 8. Third-Party Platforms

#### 8.1 Distribution

Our Games may be distributed through third-party platforms. When playing through these platforms:

You are subject to their additional terms and conditions

- We are not responsible for issues related to the platform's service
- Platform-specific features may vary

### 8.2 External Links

Our Games may contain links to third-party websites or services. We are not responsible for the content or practices of these external sites.

## 9. Disclaimers

#### 9.1 "As Is" Service

Our Games are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.

#### 9.2 No Warranties

We disclaim all warranties, including but not limited to:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Uninterrupted or error-free operation

# 10. Limitation of Liability

To the fullest extent permitted by law, Bekho Team shall not be liable for:

- Any indirect, incidental, special, or consequential damages
  - Loss of profits, data, or business opportunities
  - Damages arising from use or inability to use our Games
  - Any damages exceeding the amount paid by you for our Games (if any)

## 11. Indemnification

You agree to indemnify and hold harmless Bekho Team from any claims, damages, or expenses arising from:

- Your use of our Games
- Your violation of these Terms
- Your violation of any third-party rights

## 12. Privacy

Your privacy is important to us. Please review our Privacy Policy, which governs how we collect and use information about you.

# 13. Updates and Modifications

### 13.1 Game Updates

We may update our Games at any time to:

- Fix bugs or improve performance
- Add new features or content
- Ensure compatibility with new browsers or devices

### 13.2 Terms Updates

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting. Your continued use of our Games constitutes acceptance of the modified Terms.

## 14. Termination

### 14.1 Termination by You

You may stop using our Games at any time by simply closing your browser or navigating away from the game.

## 14.2 Termination by Us

We may terminate or suspend your access to our Games at any time, with or without cause, and with or without notice.

#### 14.3 Effect of Termination

Upon termination, your right to use our Games ceases immediately. Provisions that by their nature should survive termination shall survive.

# 15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Chile. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Valparaíso, Chile.

# 16. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

# 17. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Bekho Team regarding the use of our Games.

# 18. Contact Information

If you have any questions about these Terms of Service, please contact us at:

#### **Bekho Team**

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