

Terms and Conditions

Effective date 20th November 2019

The terms of this agreement ("Terms of Service") govern the relationship between you, on the one hand and Pixion Games Limited., registered in the United Kingdom (10749772) and governed by the laws of England and Wales, registered at Colonial Buildings, 59-61 Hatton Garden, London, EC1N 8LS. In using the Service, you may be required to provide Pixion Games Limited with certain personally identifiable information, retention and use of which are subject to Pixion Games Limited with Privacy Policy (the "**Privacy Policy**") <http://pixiongames.com/Pixion Games Privacy Policy.pdf>,

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. INSTALLATION, USE OR ACCESS OF THE SERVICE SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE AND PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND/OR PRIVACY POLICY, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE.

If you are a consumer who resides in the European Union, you have the right to cancel your installation, <http://pixiongames.com/Pixion Games Privacy Policy.pdf>. Use or access to the Service without charge before doing so. However, you will lose such right to cancel once you download, access or use the Service. This does not affect your consumer rights where the Service is defective. In the United Kingdom you can obtain advice on your legal rights as a consumer from your local citizen's advice bureau or trading standards office.

1. Updates and Modifications

1.1. Pixion Games Limited reserves the right, at its discretion, to change, modify, add or remove portions of or otherwise amend these Terms of Service and the Privacy Policy at any time by posting amended terms on the Service, provided however, that material changes to these Terms of Service and the Privacy Policy will not be applied retroactively. Such changes will be effective as of the "Effective Date" with or without prior notice to you. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then current version of our Terms of Service, the Privacy Policy, or any other Pixion Games Limited policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

Pixion Games Limited also reserves the right, at its discretion, to change, modify, update, suspend, restrict, or alter your access to any features or parts of the Service, and may require that you download and install updates to the Service, at any time, without notice or liability to you. You also understand and agree that any such changes or updates to the Service might change the system specifications necessary to use the Service, and in such a case, you, and not Pixion Games Limited, are responsible for purchasing any necessary additional software and/or hardware in order to access and use the Service. You acknowledge that when an upgrade is

available, previous versions of the Service may cease to be available or no longer be supported by Pixion Games Limited.

2. License

2.1. Grant of a Limited License to Use the Service

2.1.1. Subject to your agreement, Pixion Games Limited grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Service for your own individual, non-commercial, entertainment purposes only. You agree not to use the Service for any other purpose. You may not sell, copy, exchange, transfer, assign or otherwise distribute anything you copy, create, buy or derive from the Service, unless you are expressly permitted by Pixion Games Limited. The Service may require an internet connection to access internet-based features, authenticate the Service, or perform other functions. You acknowledge that you may be charged by your service provider, and shall be responsible for any such charges, for internet access.

2.2. Suspension and Termination of Account and Service

2.2.1. Without limiting any other remedies, if you are, or Pixion Games Limited suspects that you are, failing to comply with any of these Terms of Service, or if Pixion Games Limited learns that you are engaged in any actual or suspected illegal or improper use of the Service, Pixion Games Limited may limit, suspend, terminate, modify, or delete user accounts or access to the Service or portion of the user accounts or Service. Such action by Pixion Games Limited may be with or without notice to you. You can lose your username and persona as a result of account termination or limitation, as well as any benefits, privileges, earned items and purchased items associated with your use of the Service, and Pixion Games Limited is under no obligation to compensate you for any such losses or results. believes that users are creating risk, possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms of Service, Pixion Games Limited may limit, suspend or terminate user accounts or the Service and its content and tools or portion of the user accounts or Service , delay or remove hosted content, and take technical and legal steps to prevent users from accessing the Service.

2.2.2 Pixion Games Limited reserves the right to terminate any account that has been inactive for 120 days.

2.2.3. Pixion Games Limited reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part of the Service will be automatically terminated. In such event, Pixion Games Limited shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services. Termination of your Account can include disabling your access to, or any part of, the Service.

2.3 License Limitations

Any use of the Service in violation of these limitations set out in this Section is strictly prohibited, can result in the immediate revocation of your license and may subject you to liability for violations of law.

2.3.1. Rules of Conduct

Pixion Games Limited reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Service itself. Pixion Games Limited reserves the right to take action as a result, which may include terminating your Account and prohibiting you from using the Service.

3 User Interaction

3.1.1. You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and/or Pixion Games Limited games. Pixion Games Limited reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with Pixion Games Limited to investigate any suspected unlawful, fraudulent or improper activity, including, but not limited to, granting Pixion Games Limited access to any password-protected portions of your Account.

3.1.1.2. If you have a dispute with one or more users, you release Pixion Games Limited (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

4 Fees

4.1 Purchases

4.1.1. As part of the Service you may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use:

4.1.2. You may also obtain a license to use Virtual Items and/or Entitlements by redeeming third party virtual currency.

4.1.3. Pixion Games Limited may manage, regulate, control, modify or eliminate Virtual Items and/or Entitlements at any time, with or without notice. Pixion Games Limited shall have no liability to you or any third party if Pixion Games Limited exercises any such rights.

4.1.4. The transfer of Virtual Items and Entitlements is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items or Entitlements to any person or entity, including, but not (a) “virtual currency” (“Virtual Currency”); (b) “virtual in-game items” (together with Virtual Currency “Virtual Items”); and (c) other goods or services (“Entitlements”). For some purchases virtual items are randomly awarded. To view the odds of each of these virtual items visit <https://pixiongames.com/chest-drop-rate-percentages/>

4.1.5 VIRTUAL ITEMS AND ENTITLEMENTS CAN NEVER BE REDEEMED FOR REAL MONEY, GOODS, OR ANY OTHER ITEM OF MONETARY VALUE FROM PIXION GAMES LIMITED OR ANY OTHER PARTY. YOU UNDERSTAND THAT YOU HAVE NO RIGHT OR TITLE IN VIRTUAL ITEMS OR ENTITLEMENTS.

4.1.6 You may also purchase a subscription with “real world” money granting you Entitlements for use in the Service. Subscriptions are auto-renewable per month unless otherwise cancelled. Pixion Games Limited may manage, regulate, control, modify or eliminate Entitlements with or without notice.

4.2 Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Pixion Games Limited may revise the pricing for the goods and services offered through the Service at any time. Subscriptions are auto-renewable per month unless otherwise cancelled. Pixion Games Limited may also provide links to other websites or third-party services, some which may charge separate fees, which are not included in any fees that you may pay to Pixion Games Limited. Any separate charges or obligations that you incur in your dealings with third parties are your responsibility. YOU ACKNOWLEDGE THAT PIXION GAMES LIMITED IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY

5. Intellectual property and acceptable use

5.1 All Content included on Bash Arena and Pixion Games Website, unless uploaded by Users, is the property of Pixion Games Limited, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in but not limited to a computer, tablet, mobile device that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

1. You may, for your own personal, non-commercial use only, do the following:
 1. retrieve, display and view the Content on a computer screen
2. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Pixion Games Limited.

5.2 Prohibited use

- You may not use the Website for any of the following purposes:
 - in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

5.3 Privacy Policy

- Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following: http://pixiongames.com/Pixion_Games_Privacy_Policy.pdf

5.4 Availability of the Website and disclaimers

- Any online facilities, tools, services or information that Pixion Games Limited makes available (the **Service**) is provided “as is” and on an “as available” basis. We give no

warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Pixion Games Limited is under no obligation to update information on the Website.

- Whilst Pixion Games Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their devices
- Pixion Games Limited accepts no liability for any disruption or non-availability of the Website.
- Pixion Games Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Service including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

5.6 Limitation of liability

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
2. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
3. To the maximum extent permitted by law, Pixion Games Limited accepts no liability for any of the following:
 1. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 2. loss or corruption of any data, database or software;
 3. any special, indirect or consequential loss or damage.

General

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
3. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual

disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Pixion Games Limited details

Pixion Games Limited is a company incorporated in England and Wales with registered number 10749772 whose registered address is Colonial Buildings, 59-61 Hatton Garden, London, EC1N 8LS and it operates the Website www.pixiongames.com. The registered VAT number is 291178584. You can contact Pixion Games Limited by email on support@pixiongames.com.