

Bitverse.com

Terms of Use

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Welcome to www.bitverseads.com (the “Site”). The Terms of Use constitute a legal agreement between you (either an individual or a single entity) and Hoplon Infotainment Inc. and its subsidiaries and affiliates (“Hoplon,” “we” or “us”) governing Hoplon’s provision of website features to you and your use of the Bitverse Ads service. If you visit the Site and/or use the Bitverse Ads service, you accept and agree to be legally bound by these Terms of Use. Please read them carefully. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS SITE OR THE BITVERSE ADS SERVICE.**

1. Your Account

In order to participate in the Bitverse Ads service, you must create an account through the Site (the “Account”). You must be at least 18 years of age to create an Account. With regard to your registration for an Account, you acknowledge and agree that you will (a) provide true, accurate, current, and complete information as requested by the registration form and (b) maintain and update this registration information to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer, and you hereby accept sole responsibility for all activities that occur under your Account or password. Hoplon reserves the right to suspend, deactivate or terminate your Account at any time for any reason or no reason, including, without limitation, if you provide registration information which is false, inaccurate, not current, or incomplete, or your failure to comply with any terms and conditions of these Terms of Use. Hoplon may share your registration information with its partners, affiliates, and third parties to handle and deliver certain online activities necessary to operate Hoplon’s business (*e.g.*, process and facilitate transactions). Hoplon respects your privacy, but it cannot ensure that your private communications and other personally identifiable information will not be disclosed to other third parties. For example, Hoplon may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. For additional information regarding how we handle the information you transmit to us through the Site, please visit our [Privacy Policy](#). Please note that your use of the Site constitutes your acceptance of the Privacy Policy.

2. Content

Hoplon reserves the right to add, modify, or delete any information on the Site at any time. Hoplon makes no representation or warranty as to the completeness or accuracy of the information contained on the Site, nor does it represent or warrant that the products or services offered or advertised on the Site will be available at all times. The information contained on the Site may be incomplete, may contain errors, or become out of date at any time. Hoplon makes no commitment and expressly disclaims any duty to update any of the content on the Site.

3. Copyright

All Site design and contents including all text, audio and audio/visual material, artwork, graphics, code and/or software, and all other copyrightable elements (the “**Material**”) are the property of Hoplon or its affiliates or subsidiaries, or their licensors or other respective owners. ALL RIGHTS RESERVED. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, registered design, design right, copyright or other intellectual property right of Hoplon.

4. Trademarks

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5. Limited License

Hoplon grants you a personal, limited, non-transferable revocable license to visit and browse the Site, subject to your compliance with these Terms of Use. This limited license does not include the right to collect or use information contained on the Site for purposes prohibited by Hoplon; to compete with Hoplon; to create derivative works based on the Material; or download or copy the Site (other than page caching). You agree not to modify, copy, reproduce, broadcast, republish, sell, resell, exploit, reverse engineer, disassemble, create derivative works or distribute in any way any portion of the Site or the Material. You may not use any meta tags or any other “hidden text” utilizing Hoplon’s name or Marks without the express written consent of Hoplon. You may not present the Site or Material in a false, misleading, derogatory, discriminatory or otherwise offensive manner. The grant of this limited license is conditional upon your agreement to and compliance with all of these Terms of Use. Hoplon may revoke this license at any time and in its absolute discretion. Unauthorized or prohibited use of the Site or the Material may subject you to civil liability and criminal prosecution. Further participation in the Bitverse Ads service and use of the Bitverse Ads technology is subject to additional terms and conditions set forth in a separate agreement duly entered into by you and Hoplon.

6. Use of Communication Facilities

The Site may contain bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Facilities**”). You agree to use the Communication Facilities only to post, send and receive messages and material that are proper and related to the particular Communication Facilities. By way of example, and not as a limitation, you agree that when using Communication Facilities, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of Communication Facilities that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Impersonate any real person, including without limitation an agent of Hoplon, or otherwise communicate in the Communication Facilities in any way designed to make others believe that your message constitutes a server message or was otherwise posted by a representative of Hoplon
- Restrict or inhibit any other user from using and enjoying the Communication Facilities.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Facilities.
- Engage in spamming, double, posting, cross posting, and resurrecting old posts.
- Hack any Communication Facilities or exploit any bugs in same.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Hoplon has no obligation to monitor the Communication Facilities. However, Hoplon reserves the right to review materials posted to a Communication Facilities and to remove any materials in its sole discretion. Hoplon reserves the right to terminate your access to any or all of the Communication Facilities at any time without notice for any reason whatsoever. Statements made by users in the Communication Facilities reflect only the view of their authors and Hoplon specifically disclaims any liability with regard to the Communication Facilities and any actions resulting from your participation in the Communication Facilities. Hoplon is not responsible for information that you choose to communicate to other users via the Communication Facilities, or for the actions of other users. Hoplon reserves the right at all times, in its sole discretion, to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials.

7. Accuracy; Delays

Hoplon attempts to be as accurate as possible, but does not warrant that product/service descriptions or other contents of this Site are accurate, complete, reliable, current or error-free. On occasion, technical problems may delay or prevent delivery of an ordered item and/or service.

8. Disclaimer

THE SITE IS PROVIDED BY HOPLON ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HOPLON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, HOPLON MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SITE WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR PRODUCTS PROVIDED THROUGH THE SITE; OR (IV) THAT THE SITE, PRODUCTS DOWNLOADED FROM THE SITE, HOPLON’S SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF HOPLON, ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

9. Limitation of Liability

IN NO EVENT SHALL HOPLON BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF HOPLON HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Your use of the Site constitutes your agreement to defend, indemnify, and hold harmless Hoplon, and its respective employees, contractors, officers, and directors, from and against any actions, claims, demands, liability and expenses, including reasonable attorneys’ fees, arising out of your use or misuse of the Site or the use or misuse of the Site by a third party using your Account.

11. External Sites

The Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the “**External Sites**”). You acknowledge that Hoplon does not review or evaluate all of the External Sites and is not responsible for the accuracy, copyright compliance, legality, decency, or appropriateness of the content on these External Sites, nor is it responsible for the advertising, products, or other materials that appear on or are offered by such websites. You should carefully review the respective conditions of use and privacy policies of each of these External Sites. Under no circumstances shall Hoplon be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by your use of or reliance on any content, goods, or services available on such External Sites.

12. Advertisements and Games Utilizing Bitverse Ads

For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, you acknowledge and agree: (a) that all advertisements and games that appear through or utilize the Bitverse Ads services are created and supplied by third parties, and (b) that Hoplon does not control the form, content or other materials contained in any such advertisements or games, and (c) that Hoplon makes no representation or warranty of whatsoever kind with respect to such advertisements or games. Under no circumstances shall Hoplon be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by your use of or reliance on said advertisements or games. You hereby waive and release Hoplon from any and all claims relating to said advertisements or games.

13. Electronic Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14. Equitable Remedies

You agree that Hoplon would be irreparably damaged if the terms of these Terms of Use were not specifically enforced, and therefore you agree that Hoplon shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Use, in addition to such other remedies Hoplon may otherwise have available to it under applicable laws. This section shall survive the termination of these Terms of Use.

15. No Waiver

Hoplon’s failure to enforce any term of these Terms of Use at any time shall in no way be construed to be a present or future waiver of such term.

16. Severance

If any of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of Use and the remaining Terms of Use shall survive, remain in full force and effect, and continue to be binding and enforceable.

17. Governing Law/Jurisdiction

These Terms of Use is governed by and construed in accordance with the laws of the State of California. Any dispute between you and Hoplon regarding these Terms of Use or the Site shall be submitted to binding arbitration. The arbitration shall be conducted in English by a neutral arbitrator appointed by the American Arbitration Association (“AAA”). Arbitration proceedings shall be held in San Francisco, California under the Rules of Commercial Arbitration and under the institutional supervision of AAA, and you irrevocably submit to the jurisdiction of the Federal and State courts located in California incident to any such arbitral proceeding. Witnesses and parties residing outside of the State of California may testify telephonically or via such other audio/visual means as the arbitrator approves. The arbitrator shall render the award within thirty (30) days following the commencement of the arbitration. The prevailing party shall be entitled to an award of its reasonable outside attorneys’ fees and costs. A final arbitral award against either party in any proceeding arising out of or relating to these Terms of Use shall be binding and conclusive. The foregoing provisions shall not limit the right of either party to commence any action or proceeding to compel arbitration, to obtain injunctive relief pending the appointment of an arbitrator, or to obtain execution of any award rendered in any such action or proceeding, in any other appropriate jurisdiction or in any other manner.

18. Modification of Terms of Use

Hoplon shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effective immediately following the posting of any such changes on the Site. Please review these Terms of Use regularly to ensure you are aware of any changes made by Hoplon. Your continued use of the Site after changes are posted means you agree to be legally bound by these Terms of Use as updated and amended.

19. Infringements

You agree to report any copyright violations of the Terms of Use to Hoplon as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the Site, please notify Hoplon’s agent at contact@bitverseads.com.

20. Contacting Us

If you have questions about these Terms of Use, the information practices of Hoplon or your dealings with Hoplon, please contact us at contact@bitverseads.com or through the “Contact us” section of the Site.