

Prospectors

Agreement General Conditions

Updated: 26 November 2019

Please read this Terms of Use Agreement carefully (hereinafter – the “Terms,” “Terms of Use”) as they form a binding agreement between You (User) and the Prospectors Project (hereinafter – “Prospectors,” “Game” or “We” and its derivatives). These Terms affect Your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability.

PLEASE READ THESE TERMS CAREFULLY BEFORE ENTERING THE GAME. THESE TERMS GOVERN YOUR USE OF THE GAME FUNCTIONALITY UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE GAME AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY THE GAME, THE WEB-SITE, OR ANY PART OF THEM, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE GAME AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT GET ACCESS TO THE GAME.

The term “**You**” refers to You individually or the legal entity on whose behalf Prospectors Project Services are used, as applicable.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE GAME.

1. Change of rules

PROSPECTORS reserves the right to change or add to these Conditions at any time, without notifying the User.

If the User does not agree to the Conditions, PROSPECTORS reserves the right to terminate the Agreement, which leads to the deletion of the User's account.

2. Description of Services

PROSPECTORS renders the game service. The game is available for the Users who have signed up this Agreement. After signing up the Agreement, a User receives the right to use the game functions in its current version. A User does not receive a right to sign this Agreement automatically. Despite the different rules employed in every game or game world, a User has a right to have only one game account.

3. Game Gold

In case of depositing 1 PGL token in the game, a User receives 1 000 of the game gold. In case of withdrawing 1 000 of game gold, a User receives 1 PGL. ◦ In case of violating the rules of this Agreement, which leads to the further blocking/deleting of the User's account, a User will not be able to withdraw PGL.

4. Children

You affirm that you are over the age of 13, as the App is not intended for children under 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

5. User's Obligations

- A User cannot create several player accounts simultaneously, but a User can have one account per every game world. A User cannot provide access to his/her game account to third parties. **Using multi-accounts will be punished by blocking the account.** A violator will lose all his in-game possessions in favor of the Prospectors. To prevent suspicion in the multi-accounts violation a Users should not use the same gadgets with other players.

- Using the website under the PROSPECTORS operations, a User agrees to follow the applied rules and conditions. More than that, a User cannot undertake the following actions:
- Communicate or use the words in the offensive, frustrating, violent, pornographic, racist, or any other immoral or forbidden manner (this includes all the game markers such as player's name, the name of plot, the name of the union, the name of the worker, etc.)
- Tease, threaten, offend, harass, bespeak, bully other Users
- Spread the advertising, religious, or political messages (this includes all the game markers such as player's name, the name of plot, the name of the union, the name of the worker, etc.)
- Announce, spread or pass personal or secret information about other Users or PROSPECTORS team, or in any other manner interfere with the private life of other Users or team.
- Spread the assertions or gossips about the race, religion, gender, social status, orientation, etc. of other Users or PROSPECTORS team (this includes all the game markers such as player's name, the name of plot, the name of the union, the name of the worker, etc.)
- Announce, spread or pass the confidential information about PROSPECTORS.
- Spread the false assumptions about PROSPECTORS (this includes all the game markers such as the player's name, the name of the plot, the name of the union, the name of the worker, etc.)
- Misrepresent oneself as the PROSPECTORS employee, as well as the representative of the partnering or connected company.
- Use images, photos, graphics, video, audio, sounds, texts, brand names, titles, markings, software and any other materials that are protected by the author's rights, without the author's permission.
- Use forbidden or illegal materials.
- Gain the personal/game benefit from the program code mistakes.
- Undertake the actions that can lead to server overload or cause severe problems in the game process.
- Hack the program, call on or indulge such activities.

- Load the files that can contain viruses, Trojans or damaged data.
- Use or spread the automated programs, scripts or other cheating utilities.
- Interfere with the process of data transmission from or into the game servers and website servers.

6. A User shall follow the game rules.

PROSPECTORS provides the platform for communication between Users. A User alone carries the responsibility for the contents of his/her messages. The platform is intended to be used for game communication only. The use of the platform to spread spam, flood, or any other irrelevant messages is forbidden.

The game and game worlds are created for entertainment and should cause positive emotions only. PROSPECTORS reserves the right to use specific programs and trained personnel to detect any violations of the rules and identify a User in case of a grounded suspicion of the Agreement violation.

The violation of any rules and obligations can be punished by the immediate temporary blocking or deletion of the game account, depending on the severity of the violation. In the case of detecting the breach, the PROSPECTORS representative will investigate the consequences of such violation in every separate case. A User acknowledges that the representative's decision is definite. Additionally, a User acknowledges that PROSPECTORS cannot reveal the mechanisms it uses to detect violations since they can be easily circumvented otherwise.

PROSPECTORS reserves the right to forbid the subsequent registration in the game after the blocking or deletion of the game account on other game servers.

7. Game Errors

A User shall report the errors detected in the game immediately.

A User cannot demand to save or reverse the game situation or his/her achievements in case of game or website errors. A User cannot demand the 24/7 availability of the game (i.e., in case of situations like technical works on the server).

8. Obscuration of Responsibility

PROSPECTORS uses third party software such as EOS.IO, Scatter. PROSPECTORS does not hold the responsibility for the third-party software.