**Terms and Conditions**

Updated: January 17, 2022

These Terms and Conditions (the "**Terms**") are a binding agreement between Xoilium Limited ("**We**" or "**Us**") and you ("**You**" or "**User**") and they apply to your use of the website provided by us at: [www.xoilium.com](http://www.xoilium.com) (the "**WEBSITE**"), through any electronic device (mobile, tablet or otherwise). By using the WEBSITE you agree that you have read, understood, accept and agree to be bound by these Terms, our Privacy Policy (which you can review here: [www.xoilium.com](http://www.xoilium.com)) and by any other guidelines and policies posted by us from time to time. If you do not agree with any provision of these Terms or any other policies, you must immediately cease using the WEBSITE.

Any and all services or information provided by us through the WEBSITE from time to time are not intended for use by any person or entity in any jurisdiction where such use would be contrary to applicable law or regulations, or which would subject us to any registration requirement within such jurisdiction. The use of the WEBSITE from any jurisdiction is being made on the User's own initiative and such User is solely responsible for compliance with any applicable local laws.

For the avoidance of any doubt, the WEBSITE is provided as a general source of information regarding the Rebel Bots game and platform for the users of the same and is not meant as an advertising or marketing tool for any products or services which we may offer from time to time.

To use the WEBSITE you must be a natural person, at least 18 years old. At our sole discretion, we may require proof that you meet this condition in connection with your use of the WEBSITE and/or use automatic or other means in order to verify your legal age.

1. GENERAL REPRESENTATIONS & ELIGIBILITY TO USE THE WEBSITE
   1. You declare and warrant that: (a) you are over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence; (b) all information that you provide to us in the course of any registration (if applicable) or otherwise as you engage with us (including by contacting us through the WEBSITE) is true, complete and correct; and (c) you will not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your use of the WEBSITE and you will not use any software-assisted methods or techniques or hardware devices.
   2. By accepting these Terms you agree that your use of the WEBSITE is at your sole option, discretion and risk. You will have no claims whatsoever against us or any of our partners, or respective directors, officers or employees in relation to the same.
2. LICENCE TO USE THE WEBSITE
   1. Subject to your agreement and continuing compliance with these Terms, we grant you a personal, revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the WEBSITE through a supported Web browser or mobile device, solely for your personal, private entertainment and no other reason. We may cancel this license at any time and for any reason or for no reason at our sole and absolute discretion, without the need to provide an explanation.
   2. These Terms do not grant you any right, title or interest in the WEBSITE or any content (including without limitations, text, graphics, UI, photographs, trademarks, logos, audio, music, artwork, computer code and other material used or displayed as part of the WEBSITE ("**Content**"). All rights to the WEBSITE and/or any Content will remain in the exclusive ownership of us and our licensors, as applicable.
   3. You acknowledge and agree that your license to use the WEBSITE is limited by these Terms and if you do not agree to, or act in contravention of, these Terms, your license to use the WEBSITE (including any Content) may be immediately terminated.
   4. Where the WEBSITE is deemed to be illegal under the laws of the jurisdiction in which you reside or are situated, you will not be granted any license to, and must refrain from accessing, the WEBSITE.
   5. We reserve the right to add and remove information or services from the WEBSITE at our sole discretion. In addition, we reserve the right to change the features, look and feel, characteristics and other features of the WEBSITE at any time.
3. SERVICES
   1. The WEBSITE may offer to You from time-to-time products or services which you may be able to purchase or register to through the WEBSITE (the "**Services**"). Services offered on the WEBSITE may have their own terms of use, rules or policies which we will post separately. It is your responsibility to read the rules of a specific Service before playing. You must familiarize yourself with the applicable terms of use and read the relevant rules before using any Services.
   2. We may change the rules of a Service at any time at our discretion and such change will become effective immediately unless otherwise set forth by us.
4. FRAUDULENT CONDUCT
   1. You will not, directly or indirectly: (a) hack into any part of the Services or WEBSITE through password mining, phishing, or any other means; (b) attempt to modify, reverse engineer, or reverse-assemble any part of the Services or WEBSITE; (c) knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware, or other similar material; (d) circumvent the structure, presentation or navigational function of any Service so as to obtain information that we have chosen not to make publicly available on the WEBSITE or may other benefit or advantage; (e) engage in any form of illegal activity, including without limitations, an activity which constitute a breach of any applicable laws or regulations (including without limitations, any privacy laws, data protection laws, consumer laws and intellectual property protection laws); or (f) use the WEBSITE or any Service to facilitate any type of illegal money transfer (including money laundering proceeds of crime).
   2. If we suspect that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms, your access to the WEBSITE and to any Services will be deactivated immediately. In addition, we may pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions. You will cooperate fully with any investigation into such activity.
   3. If you suspect any unlawful or fraudulent activity or prohibited transaction by another User, please notify us immediately.
5. INTELLECTUAL PROPERTY
   1. The computer software, the computer graphics, the WEBSITE, the Services and the Content that we make available to you is owned by, or licensed to, us or our associates and related parties and protected by relevant intellectual property laws. You may only use the above for your own personal, recreational uses in accordance with all rules, terms and conditions we have established (including these Terms) and in accordance with all applicable laws, rules and regulations. You acknowledge that we are the proprietor or authorized licensee of all intellectual property in relation to any Content.
   2. Your use of the Services and WEBSITE does not provide you with any intellectual property rights in the Content, Services or WEBSITE. You grant us, and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, any information, images, videos, comments, messages, music or profiles you publish or upload to any website or social media page controlled and operated by us and including without limitations any feedback you provide to us as part of your use of the WEBSITE and Services.
   3. You must not reproduce or modify the Content in any way, including by removing any copyright or trademark notice. All trademarks and logos displayed in the Services and WEBSITE are the property of their respective owners and are protected by applicable trade-marks and copyright laws.
6. THIRD PARTY WEBSITES AND LINKS
   1. You acknowledge and agree that we: (a) are not responsible for any third-party websites, apps, services or products linked to or referred to through the WEBSITE and/or any Services ("**Third Party Websites**"); and (b) make no guarantee as to the content, functionality, or accuracy of any Third Party Website. Third Party Websites are subject to the terms and conditions outlined by that third party.
   2. Any links to Third Party Websites do not: (a) indicate a relationship between us and the third party; or (b) indicate any endorsement or sponsorship by us of the Third Party Website, or the goods or services it provides, unless specifically indicated by us.
7. DISRUPTIONS AND CHANGE
   1. The WEBSITE, Services and Content are provided on an “as is” basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the WEBSITE, Services and Content.
   2. We are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to usage, nor attempts by you to use the WEBSITE and Services by methods, means or ways not intended by us.
   3. We accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Services, the WEBSITE or its Content including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person’s misuse of a WEBSITE or its Content or any errors or omissions in Content.
   4. We reserve the right to remove any part of the Services from the WEBSITE at any time and without notice. In addition, we reserve the right to suspend, modify, remove or add Content to the WEBSITE at our sole discretion with immediate effect and without notice. We will not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the WEBSITE or any Services and you will have no claims against us in such regard.
   5. We may temporarily suspend the whole or any part of the WEBSITE or any Services for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the WEBSITE, as soon as is reasonably practicable, after such temporary suspension.
8. PRIVACY POLICY
   1. We are committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws. Our Privacy Policy is inseparably linked to these Terms and its acceptance is a prerequisite to any use of the WEBSITE and/or any Services.
9. BLOCKING
   1. We reserve the right to block you or refuse your use of the WEBSITE and/or any Services for any reason whatsoever or for no reason at any time without notifying you. Without limiting the above, we reserve the right, at our sole discretion, to do the same where we have reason to believe that you have engaged or are likely to engage in any of the following activities: (a) you breached, or assisted another party to breach, any provision of these Terms or we have a reasonable ground to suspect such breach; (b) your communication with us consists of harassment or offensive behavior, including (but not limited to) threatening, derogatory, abusive or defamatory statements, or racist, sexually explicit, pornographic, obscene or offensive language; (c) you provide incorrect or misleading information; (d) your identity cannot be verified; or (e) you attempt to use or access the WEBSITE and/or any Services through a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or through a third party or on behalf of a third party.
   2. The rights set out in this clause are without prejudice to any other rights that we may have against you under these Terms or otherwise.
10. INDEMNITY AND LIMITATION OF LIABILITY
    1. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, OUR ULTIMATE PARENT AND PARENT COMPANIES AND ANY OF OUR SUBSIDIARIES AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES AND DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER) ARISING FROM ANY PARTICIPATION BY YOU, INCLUDING WITHOUT LIMITATION: (a) ACCESSING OR USING THE WEBSITE AND/OR ANY SERVICES; (b) BREACHING THESE TERMS OR ANY OTHER TERMS OR RULES OR POLICIES OF ANY SERIVCES; OR (C) BREACHING ANY LAWS OR REGULATIONS.
    2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ANY OTHER ACT OR OMISSION BY US.
    3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN US$100.
    4. NOTHING IN THESE TERMS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF VGW GROUP FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY OUR NEGLIGENCE OR WILFUL MISCONDUCT.
11. MISCELLANEOUS
    1. These Terms constitute the entire agreement between you and us with respect to the issues herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to your use of the WEBSITE.
    2. We hereby reserve the right to amend these Terms or to implement or amend any procedures, at any time. Any amendments will be published on the WEBSITE and such changes will be binding and effective immediately. Your continued use of the WEBSITE following the changes constitutes your acceptance of the revised Terms. If the modified Terms are not acceptable to you, your only recourse is to discontinue your use of the WEBSITE.
    3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside of our reasonable control.
    4. Nothing in these Terms will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.
    5. If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent, be severed from these Terms. All remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable will be amended in a manner consistent with the Applicable law to reflect, as closely as possible, our original intent.
    6. These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.
    7. These Terms will be governed and interpreted in accordance with the laws of the British Virgin Islands without regard for its choice of conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity of these Terms, will be submitted exclusively to the courts in the British Virgin Islands and you and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.