

# Terms of Service

## **Products:**

HvZ SOURCE, the HVZ Forums, "Humans vs. Zombies" the game, our newsletter, or any HvZ merchandise or other product produced by Gnarwhal Studios will be referred to as "HvZ products".

## **Additional Terms and Conditions for other Services or Products:**

Other products provided by HvZ will use these terms where applicable, and may have additional terms outlined in a separate terms of service.

## **Modifications to the Terms of Service:**

Terms can change, if you don't accept the changes, you must discontinue use. By using any HvZ product you accept all terms of service.

## **Charge Policy**

HvZ is free to play. No one may charge any player to participate in any game of HvZ - unless it would otherwise be impossible to host the game or have specific approval by Gnarwhal Studios.

Games that would be considered "impossible to host otherwise" include games held at festivals, where the festival requires money to hold the game. Or, games held at schools which require club dues from its participants. Even in these situations, organizers will need to exhaust all other alternatives before we will allow them to charge.

You may not charge any player to play, even if you provide the player with material and/or other goods in addition to allowing them play, such as giving them a bandana or allowing them to attend a pizza party. If the fee is required to play in the game, it is against this Terms of Service.

Optional donations, fund raising events, and petitioning for funding from your student government or school administration are still allowed and encouraged.

You may impose other limitations on who can play, i.e. players being enrolled in your school or living on campus. You may require that players use bandanas of specific colors, but you may not require that they wear specific bandanas unless you provide these bandanas free of charge.

If you have this circumstance or something similar, please [contact us](#).

### **Registered User Information:**

See our privacy policy for what we do with all registered user information.

### **Your Responsibility:**

You are responsible for everything, all activity made by you or anyone you allow to use your registered HVZ data including your family or friends.

- You agree to keep confidential the passwords associated with your account.
- You agree to indemnify and hold harmless HvZ for losses incurred by HvZ or another party due to someone else using your account or password as a result of your failure to use reasonable care to keep your account information

confidential or as a result of your failure to use reasonable care while using any HvZ Products.

- You are responsible for any materials you post or make available on or through the HvZ Products, including message board posts, chat participation, profiles, etc.

### **You May Use HvZ Products for Lawful Purposes Only:**

You may not post on or transmit through community areas (e.g., forums, chat, e-mail) or other means any material that:

- violates or infringes in any way upon the rights of others,
- is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable,
- encourages conduct that would constitute a criminal offense,
- gives rise to civil liability,
- violates any policies posted in any community areas, or
- otherwise violates any law.

You also may not undertake any conduct that, in HvZ's judgment, restricts or inhibits any other user from using or enjoying the HvZ Products, including without limitation the community areas. So if you are a dick, we can **ELIMINATE YOU!**

### **No Spam of any kind, Bulk Email or Bulk Messages:**

You may not use HvZ Products including communication tools such as e-mail, instant messaging, chat services (including message boards) to send unsolicited bulk communications, including through e-mail or instant messages. Similarly, you may not authorize others to use your account or sub-accounts to send unsolicited bulk communications, or cause unsolicited bulk communications to be sent by someone else.

You may not harvest or collect information about HvZ users from HvZ Products, including any profile names or information, and use that information for the purpose of sending unsolicited bulk communications. Any violation of these provisions may result in immediate termination of your account and further legal action. You agree that HvZ may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within HvZ's networks.

### **Content You Post to Public Areas:**

You may only post Content to public areas on HvZ Products that you created or which the owner of the Content has given you permission to post.

You may not post or distribute Content to public areas on HvZ Products that is illegal or that violates these Terms of Service. By posting or submitting Content to public areas of HvZ Products, you represent and warrant that (i) you own all the rights to this Content or are authorized to use and distribute this Content to public areas of HvZ Products and (ii) this Content does not and will not infringe any copyright or any other third-party right nor violate any applicable law or regulation.

You or the owner of the Content retain ownership of all right, title and interest in Content that you post to public areas of any HvZ Product.

However, by submitting or posting Content to public areas of HvZ Products (for example, posting a message on a message board or submitting your picture for a profile), you grant HvZ, its affiliates, subsidiaries, and licensees

the irrevocable, perpetual, worldwide right to reproduce, display, perform, distribute, adapt and promote this Content in any medium. Once you submit or post Content to any public area on an HvZ Product, HvZ does not need to give you any further right to inspect or approve uses of such Content or to compensate you for any such uses. HvZ

owns all right, title and interest in any compilation, collective work or other derivative work created by HvZ using or incorporating Content posted to public areas of HvZ Products.

### **No Duty to Monitor:**

HvZ is not responsible for anything posted by any person who is not directly affiliated with HvZ.

### **Changes to the Service:**

We have the right to change, modify, add, discontinue or retire the software, community areas, Content, hours of availability, equipment needed for access or use, the maximum disk space that will be allotted on HvZ servers on your behalf either cumulatively or for any particular service or the availability of HvZ Products on any particular device or communications service. HvZ has no obligation to provide you with notice of any such changes.

### **HvZ Liscence to you**

HvZ grants you a personal, non-exclusive, non-transferable limited license to use services distributed by HvZ for any computer or device from which you wish to access the HvZ and all other HvZ Products and to use the Software for the sole and exclusive purposes of connecting to and using the HvZ Products in accordance with these Terms of Service. You may not sub-license, or charge others to use or access any HvZ product, software, or name without first obtaining written permission from HvZ.

### **No Support by HvZ:**

You understand that your use of HvZ Products are at your own risk and that HvZ is not obligated to provide assistance other than the information posted in possible tutorial or

FAQ's page. HVZ is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software... But we may try to help you anyway because we're nice guys.

### **Copyright Infringement:**

If you believe that your work has been copied and is accessible on an HvZ product in a way that constitutes copyright infringement, please contact HvZ at some particular email and we will pursue an investigation and take a proper course of action.

### **No Endorsement:**

HvZ Products may contain links to other web sites, resources and advertisers. HvZ is not responsible for the availability of these external sites nor does it endorse, or is it responsible for, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such external sites. Under no circumstances shall HvZ be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with the use of or reliance on any content, goods or services available on such external sites. You should direct any concerns to such external sites' administrator or Webmaster.

### **Termination**

We can rock you. This means that HvZ reserves the right to terminate any account at any time.

**Disclaimer: Use all HvZ products at your own risk and HVZ is not responsible for any lost data or harm caused by any HvZ product.**

**Indemnification:**

You agree to defend, indemnify and hold harmless HvZ, and its respective directors, officers, and employees from and against all claims and expenses, including attorneys' fees, arising out of your use of the HvZ Products. HvZ reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, and only in such event, shall you have no further obligation to provide indemnification for HVZ in that matter.

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