



TERMS OF USE

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TERMS AND CONDITIONS OF WEBSITE USE

ACCEPTANCE BY USE

By accessing and browsing the asmodeena.com domain and any website extensions (collectively, the "Asmodee Website") and/or utilizing any of its services, you are accepting these Terms and Conditions of Use ("Terms") and the [Privacy Notice](#), which is incorporated by reference into the Terms. By accepting these Terms you agree that you've read and understood them.

Asmodee North America, Inc. ("ANA"), located at 1995 County Rd B2 W, 55113, Roseville, MN is the owner and operator of this website and is a subsidiary of the Asmodee Group.

We reserve the right to change these Terms at any time. The date of last revision will be posted at the top of <https://www.asmodeena.com/en/terms-use/> and you are responsible for reading and evaluating the Terms as they are revised. The latest revision will supersede and replace any other agreement, document, correspondence, negotiation, conversation, or other written or oral understanding between you and ANA with respect to the subject matter of these Terms.

If you do not agree to the Terms, you are not permitted to browse the Asmodee Website and/or utilize any of its services.

GENERAL

These Terms and the Privacy Notice apply to all aspects of the Asmodee Website, including but not limited to all products, software, content, applications and services offered via the Asmodee Website.

By accessing and browsing the Asmodee Website, YOU AGREE THAT YOUR USE OF THE ASMODEE WEBSITE IS AT YOUR OWN RISK. ANA is not responsible for and does not regularly monitor the Asmodee Website. ANA is not liable for any personal injury or property damage, or any other harm or loss of any nature whatsoever, resulting from use and/or access of the Asmodee Website.

ANA does not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us. If we become aware that we have collected personal information from anyone under the age of 13 without verification of parental consent, we will take steps to remove that information from our servers.

By accessing and browsing the Asmodee Website, you agree to the following:

- You are at least 18 years of age, or an emancipated minor, or have specific legal guardian or parental consent, and are fully able to enter into this legal, binding agreement, being the Terms.
- You will not transmit any bugs, viruses, trojan horses, bots, scrapers, or any like or related programming through or to the Asmodee Website.



- You will not alter, modify, or change the Asmodee Website or any portion of it, including security features, except as expressly permitted by ANA.
- You will not engage in any illegal (contrary to applicable local, national and international laws) activities on, to, or through the Asmodee Website.
- If you submit information through the Asmodee Website, you represent and warrant that the information you supply to us is true, correct and complete.

ANA will do its best to maintain the website and release accurate information through it. However, ANA cannot guarantee the accuracy or completeness of the Asmodee Website. ANA is not liable for any: (1) errors, mistakes, opinions, or inaccuracies with regard to content; (2) any interruption or cessation of transmission to or from our website; (3) any errors or omissions in any content or for any loss or damage of any kind resulting from the use of any content posted, emailed, transmitted or otherwise made available through the Asmodee Website; (4) any unauthorized access to our secure servers and the personal and/or financial information contained within; (5) any bugs, viruses, trojan horses and the like which may be transmitted to or through the Asmodee Website by any third party.

The Asmodee Website may contain links to third party websites. ANA has no control over, and assumes no responsibility for, the content of any third-party websites. This Asmodee Website may also contain links to other Asmodee Group websites. You acknowledge and agree that your use and browsing of these websites is governed solely by the terms of use and legal notices contain within these sites.

PERMISSIONS

Provided you abide by the Terms, ANA grants you permission to access the Asmodee Website for personal use and/or limited commercial use as expressly permitted herein.

WARRANTY DISCLAIMER

The Asmodee Website is provided on an “as is” basis without warranties of any kind. To the fullest extent permitted by law, ANA, its owners, operators, officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Asmodee Website and your use thereof.

LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, shall ANA, its owners, operators, officers, directors, employees or agents, but liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (1) Use or inability to use the Asmodee Website, including without limitation use of or reliance on information available on this Asmodee Website, interruptions, errors, defects, mistakes, omissions, deletions of files, delays in operation or transmission, non-delivery of information, disclosure of communications, or any other failure of performance; (2) Errors, mistakes, opinions, or inaccuracies with regard to information available on the Asmodee Website; (3) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (4) Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (5) Any interruption or cessation of transmission to or from the Asmodee Website; (6) Any bugs, viruses, trojan horses, bots, or the like, which may be transmitted to or through the Asmodee Website by any third party; (7) Any errors or omissions in any content or for any loss or damage of any kind incurred as a



result of your use on any content posted, emailed, transmitted, or otherwise made available via the Asmodee Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not ANA is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that ANA shall not be liable for customer reviews, the content of customer reviews, or any defamatory, offensive, or illegal conduct of any other user or third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Asmodee Website is controlled and offered by ANA from its facilities in the United States of America. ANA makes no representations that the Asmodee Website is appropriate or available for use in other locations. Those who access or use the Asmodee Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

INDEMNIFICATION

You agree to indemnify and hold harmless ANA and its owners, operators, officers, directors, employees, affiliates, assigns and agents, from and against any actions, claims, obligations, losses, liabilities, costs or debt, and expenses (including without limitation, attorney's fees and costs) arising from or in connection with: (i) your use of and access to the website; (ii) your violation of any term or provision of these Terms; (iii) your failure to abide by applicable local, state, federal and international law; (iv) your violation of any other player or other third party right, including but not limited to any copyright, trademark, property, or privacy right; (v) any claim that one of your player communications or private messages caused damages to a third party; or (vi) any breach of any representation, warranty, or agreement made by you in these Terms. This indemnification obligation survives these Terms and your use of this website.

You hereby release and waive any and all claims, liability, and causes of action against ANA arising from or in connection with your use of the Asmodee Website.

COPYRIGHT AND TRADEMARK

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Any other intellectual property, as well as any information and material that appears on the Asmodee Website belongs to ANA unless otherwise specified.

You agree not to copy and/or adapt the code used to generate the Asmodee Website and all the graphic material that it offers, including buttons, bars, fonts, logos, photographs or other material not specified under these Terms, without the express permission of ANA.



ASSIGNMENT

These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ANA without restriction.

GOVERNING LAW AND VENUE

The laws of the State of Minnesota govern all matters arising out of or relating to these, without giving effect to conflicts of law principles thereof. You submit to the exclusive jurisdiction of the state and federal courts of the State of Minnesota for resolving any claim or dispute arising out of or relating to these Terms. You agree that: (i) the Asmodee Website shall be deemed solely based in the State of Minnesota; and (ii) the Asmodee Website shall be deemed a passive website that does not give rise to personal jurisdiction over ANA, either specific or general, in jurisdictions other than the State of Minnesota.

PROMOTIONS

Any promotions made available through the Asmodee Website, including discounts, contests and sweepstakes (“Promotions”), may be governed by rules that are separate from these Terms.

If you participate in any Promotions, please review the applicable rules as well as our Privacy Notice/Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

SEVERABILITY

If any term or provision of these Terms is held void, invalid, inoperative, or otherwise unenforceable by a court of competent jurisdiction, then no other term or provision will be consequently affected, and the remaining terms and provisions will remain in full force and effect.

MISCELLANEOUS

The captions contained herein are for reference purposes only and are not part of this agreement. ANA reserves the right to discontinue any aspect of the Asmodee Website at any time. ANA reserves all rights not expressly granted herein. You agree that any cause of action arising out of or related to the Asmodee Website must commence within one (1) year after the cause of action occurs. Otherwise, such cause of action is permanently barred. Nothing in the Terms shall be deemed to confer any third-party rights or benefits.