



Terms

Terms and Conditions

Privacy Policy and Cookie Policy. Please refer to our Privacy Policy at www.BulletMapAcademy.com/privacy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

Last updated: September 13, 2019

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the www.bulletmapacademy.com website, the BulletMap Academy mobile application or other BulletMap mobile applications (the “Service”) operated by BulletMap Studio Ltd (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

You are encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that BulletMap Studio Ltd is not responsible for any loss or damage arising from the submission of false or inaccurate information.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that BulletMap Studio Ltd cannot accept any liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.



available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section “Availability, Errors and Inaccuracies” is without prejudice to existing statutory rights.

Subscriptions

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly, 3 monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. With a subscription you become an ‘Authorised User’.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or BulletMap Studio Ltd cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting BulletMap Studio Ltd customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide BulletMap Studio Ltd with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize BulletMap Studio Ltd to charge all Subscription fees incurred through your account to any such payment instruments and to modify them accordingly.

Should automatic billing fail to occur for any reason, BulletMap Studio Ltd will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. Cancelling your payment doesn’t constitute cancelling your subscription. You must do that through your membership page or via direct email to us.

Free Trial

BulletMap Studio Ltd may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by BulletMap Studio Ltd until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, BulletMap Studio Ltd reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.



BulletMap Studio Ltd, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions.

Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

BulletMap Studio Ltd will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Prior to BulletMap Academy's public launch on 17th of September 2019 if you have a subscription you will be 'grandfathered' in at that rate and exempt from price increases. You will receive access to BulletMap Academy training videos, study groups and platform on the same basis as our standard monthly membership. If you have Lifetime membership or family lifetime you will receive the above benefits with no further costs for the lifetime of the Academy for one single student or nuclear family upto 5 members. It is not transferable.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

Age Limit.

The Platform is only for people 13 years old and over unless they have the consent and supervision of a parent, legal guardian or adult authorised by the parents. By using the Platform, you confirm that you are either over the relevant age specified above or operating it with direct supervision. If we learn that someone under the relevant age specified above is using the Platform, we will terminate that user's account. In addition, if you are under the relevant age specified above, you confirm that you possess legal parental or guardian consent for accessing or using the Platform, and are fully able and competent to enter into, abide by, and comply with the Terms. If you are 15 years of age or under you grant us consent to share all your account information, including usernames and passwords, and full access to your parent or guardian, and any BulletMap Coach being paid to coach you through the program.

If you are a parent creating this account on your child's behalf you give us authorisation to give the username and passwords to the BulletMap Coach name associated with this account.

You shall not create an account using a false identity or information, or on behalf of someone other than yourself; You shall not create an Account or use the Service if you are a convicted sex offender or have a convicted sex offender in the household;

You shall not have an Account or use the Service if you have previously been removed by BulletMap Studio Ltd or previously been banned from playing any BulletMap Studio Ltd;



You shall use your Account only for non-commercial purposes;

You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spam) to anyone;

You shall not use your Account to engage in any illegal conduct;

You shall not sub-license, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any Virtual Items associated with your Account to anyone without BulletMap Studio Ltd' written permission;

You shall not access or use an Account or Virtual Items that have been sub-licensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without BulletMap Studio Ltd's permission; and

If you access the Service from an SNS you shall comply with its terms of service/use as well as these Terms of Service.

Use of "BulletMap Coaches" and Limitation of Liability

If you hire a "BulletMap Coach" you recognise that "BulletMap Coaches" are not employed, governed, vetted or supervised by BulletMap Studio Ltd, or "BulletMap Academy". They are independent freelance tutors with whom you pay directly and you make a direct independent agreement with. We offer licensing plans that allow individual freelancers, organisations or schools to use our materials and offer reseller discounts on subscriptions as part of their independent business. We do not warrant their work or suitability. It is up to you to determine their suitability to support your child through our program. You accept responsibility to do your due diligence and background checks and to supervise tuition appropriately. Any issues or problems related to tuition or coaching must be taken up with them directly first. If you feel they are not working within the spirit of the Academy please inform us and we reserve the right to withdraw their license to use our materials.

To the extent permitted by applicable law, BulletMap Studio Ltd will not be liable to you in any way (whether such liability arises in contract (by way of indemnity or otherwise), tort (including negligence) misrepresentation, breach of statutory duty, restitution or otherwise) for: any loss or damage in connection with any training or part of service that was not effective; or any Coaching Services from independent tutors you hired to deliver our materials. any loss, damage, costs, expenses or liability suffered by anyone other than you in connection with your use of the BulletMap Academy training or platform; any losses that could not reasonably be expected to result from our negligence or breach of these Terms and Conditions; any loss relating to your business or the business of your employer, school or any other person; any loss of profits, loss of revenue, loss of opportunity, loss of business or employment (whether or not such loss could be reasonably expected to flow from our negligence or breach of these Terms and Conditions); any other loss, damage, costs, expenses or liability that you suffer in connection with the Training Services, save to the extent that BulletMap Studio Ltd fails to perform its obligations to you to the standard of a diligent and professional provider of the relevant services. If BulletMap Studio Ltd is liable to you in connection with their Services, its liability will be limited to an amount equal to £250 in aggregate.



can lend to active students. If you have a student membership with a BulletMap coaches discount, your discount is maintained for as long as you are paying a Coach to deliver the program. You must be paying at least the equivalent of a full membership subscription in total, otherwise your discount will be null and void and you will be due the full subscription.

When the coach instructs us to transfer the discount away from your membership you will revert to the standard rate on that day.

When you finish with a paid bulletmap coach you agree that your subscription continues at the full rate until you cancel it.

Discounts are at BulletMap Studio Ltd's discretion. If we feel the BulletMap Coaching system is being misused or used to avoid full subscription we reserve the right to remove the discount and charge you the equivalent standard membership rate.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

Disruptions

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY BulletMap Studio Ltd's services IS A VIOLATION OF BulletMap Studio Ltd POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances:

Engage in any act that BulletMap Studio Ltd deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, our school rules, community guidelines, or policies;
Make improper approaches to children or grooming behaviour. Solicit personal or location information from children. Embarrass or shame them. Contact them via personal chat on, or off our platform.



your parents personal account. Your parent must give explicit consent in the form of directly giving the information themselves. If this rule is broken we reserve the right to suspend both child and/or adults involved.

If you are under 13, you must not use your name in your username.

If you are 13-16 you may use your first name and Last initial, but not your full surname.

Make improper use of BulletMap Studio Ltd' support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel; or

Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

Without BulletMap Studio Ltd' express written consent, modify or cause to be modified any files that are a part of the Service;

Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service or any BulletMap Studio Ltd online environment (each a "Server"); or (2) the enjoyment of the Service or any BulletMap Studio Ltd game by any other person;

Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service; or

Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by BulletMap Studio Ltd, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;

Anonymity

Some children's backgrounds require full anonymity to be preserved for legal, care or other reasons please refrain from using our services. You can refer to our privacy policy for the way we handle your information to the GDPR standards.

INFRINGING CONTENT – You agree that you will not, under any circumstances:

Post any information that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, or otherwise objectionable or offensive;

Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;

Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including BulletMap Studio Ltd employees, including BulletMap Studio Ltd' customer service representatives.



person, including without limitation a BulletMap Studio Ltd employee;

COMMERCIAL ACTIVITY – You agree that you will not, under any circumstances: Without BulletMap Studio Ltd' express written consent, use the Service or any part thereof for any commercial purpose, including but not limited to (1) communicating or facilitating any commercial advertisement or solicitation, or (2) gathering or transferring Virtual Items for sale; in exchange for payment outside the Service; or Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

UNAUTHORIZED USE OR CONNECTION TO THE SERVICE – You agree that you will not, under any circumstances: to the greatest extent permitted under applicable law, make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied the Platform or any derivative works thereof;

Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Service;

Use any unauthorized third party software that accesses, intercepts, “mines”, or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about BulletMap Studio Ltd platforms elements, or environment. BulletMap Studio Ltd may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyser, packet sniffer or other device;

Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

Bypass any robot exclusion headers or other measures We employ to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;

Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by BulletMap Studio Ltd;

Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property



Copy, modify or distribute rights or content from any BulletMap Studio Ltd site, or BulletMap Studio Ltd' copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Service;

COLLECTION AND PUBLICATION OF PERSONAL INFORMATION – You agree that you will not, under any circumstances:

Solicit or attempt to solicit personal information from other users of the Service;

Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation; any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers; any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person; any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory; any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm; any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people; any material that contains a threat of any kind, including threats of physical violence; any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality; any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; material that, in the sole judgment of BulletMap Studio Ltd, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose Bullet, the Services or its users to any harm or liability of any type; In addition to the above, your access to and use of the Services must, at all times, be compliant with our Community Policy.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of dmca@bulletmapacademy.com and include in your notice a detailed description of the alleged Infringement.



Complaints under the Copyrights, Designs and Patents Act 1988, and European Commerce Directive 2000

If you wish to make a complaint/request that certain material be taken down, please send a request in writing to our Notice and Takedown Officer.

We, BulletMap Studio Ltd, are committed to ensuring that the material displayed on our Service is lawful and in accordance with our UK and EU Copyright Law. To help us deal with your complaint as quickly as possible, please include the following information in your correspondence and mark it as “URGENT”:

Your contact details – including your name, email address and daytime telephone number.

Identify the material in question – please include sufficient detail to enable us to identify the material complained of.

The reasons for your objection.

We will review each objection on its merits and pending our inquiries, may remove or disable access to the relevant material from our Service.

Where appropriate, you should include information relating to the status of the material in question (i.e. Where you hold a Trademark, or own the Copyright to an image). This will enable us to deal with your request promptly.

You can contact our Notice and Takedown Officer via email at dmca@bulletmapacademy.com

User Content

“User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a BulletMap Studio Ltd game client or the Service, or that other users upload or transmit, including without limitation any chat text.

You own your User Content. When you upload content, you give to BulletMap Studio Ltd and its Affiliates perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service and otherwise in connection with the provision of the Service and BulletMap Studio Ltd business.

The license you grant Us to use your user posted content (except any content you agree to have included in a Blog post in response to BulletMap Studio Ltd request or any other content specifically solicited by BulletMap Studio Ltd) ends when you delete your User Content or you close your Account unless your User Content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“user Content”). You are responsible for the Content that you post to the Service,



display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of BulletMap Studio Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of BulletMap Studio Ltd.

Trademarks

“BulletMap”, “BulletMap System”, “BulletMap Academy”, the BulletMap Logo and BulletMap Academy Logo are trade marks of BulletMap Studio Ltd or its licensors.

The Service (including without limitation any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-group chat transcripts, character profile information, recordings of maps using a BulletMap Studio Ltd app client, and the BulletMap Studio Ltd app clients and server software) are copyrighted works owned by BulletMap Studio Ltd. BulletMap Studio Ltd reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined above) made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).



Studio Ltd.

BulletMap Studio Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that BulletMap Studio Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Links to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Platform in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at Section 5 (Your Use of Our Services) above. We reserve the right to withdraw linking permission without notice.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Content Screening

You are entirely responsible for all User Content you post or otherwise transmit via the Service. BulletMap Studio Ltd assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate or illegal content or conduct.

If the service is clearly aimed at persons aged 13 and above we have no obligation to monitor User Content. If We choose at any time, in our sole discretion, to monitor the Service, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the Service or



Information Use by Other Members of the Service

Public Discourse & Unsolicited Ideas

The Service includes various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. BulletMap Studio Ltd cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. BulletMap Studio Ltd shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

If you submit suggestions, proposals, comments or other materials (collectively "Submissions") within the Service you understand and agree that BulletMap Studio Ltd (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way; and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

BulletMap Studio Ltd IS NOT RESPONSIBLE FOR A MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.

Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.

Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and BulletMap Studio Ltd assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please use any "Report Abuse" link provided or contact us at (email address).

BulletMap Studio Ltd may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgement of BulletMap Studio Ltd may violate these Terms of Service.



CONNECTION WITH THE SERVICE.

Disclosure

Your information, and the contents of all of your online communications (including without limitation chat text, voice communications, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed: (i) when We have a good faith belief that We are required to disclose the information in response to legal process (for example, a court order, search warrant or subpoena); (ii) to satisfy any applicable laws or regulations (iii) where We believe that the Service is being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction; (iv) when We have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and (v) in order to protect the rights or property of BulletMap Studio Ltd, including to enforce our Terms of Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring, access and disclosure.

User Interactions

Member Disputes

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and/or BulletMap Studio Ltd games. BulletMap Studio Ltd reserves the right, but has no obligation, to become involved in any way with these disputes.

Release

If you have a dispute with one or more users, you release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use or data. not sure about this.

DISPUTE RESOLUTION



resolve any claim or controversy at law or equity that arises out of this Agreement or the Service (a “Claim”) in accordance with one of the subsections below or as We and you otherwise agree in writing. Before resorting to these alternatives, We strongly encourage you to first contact Us directly to seek a resolution by going to Customer Support email address or links to one We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

No Waiver

The failure of BulletMap Studio Ltd to require or enforce strict performance by you of any provision of these Terms of Service or the BulletMap Studio Ltd Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of BulletMap Studio Ltd’ right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by BulletMap Studio Ltd of any provision, condition, or requirement of these Terms of Service or the BulletMap Studio Ltd Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in this these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by BulletMap Studio Ltd shall be deemed a modification of these Terms of Service nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of BulletMap Studio Ltd.

Notices

We may notify you via postings on www.BulletMapAcademy.com, and via e-mail or any other communications means to contact information you provide to Us. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

Tutor and commercial

Authorised Users must be individuals acting in a private capacity. BulletMap Academy is not for business use, unless you have a license to do so. Authorised Users may not on-supply the Service to third parties (including by offering tutoring or other online services using the Service or content from the Service) by any method unless given express permission via a BulletMap Coach license within its parameters.



However, wherever you access and use the Service from, you agree that you will only use the Service in a manner consistent with these Terms of Use and any and all applicable local, national and international laws and regulations. To the extent that your use of the Service is not legal in your territory, you may not use it.

Feedback

You are under no obligation to provide feedback, improvements or other suggestions (Feedback) that might improve the Service, however if you do so, you acknowledge that BulletMap Studio Ltd is free to use such Feedback in any way and that BulletMap Studio Ltd shall own any and all intellectual property rights subsisting in or arising in relation to such Feedback as it may be incorporated into the Service

Reliance on our service

Whilst we do our best to ensure that the content and information provided to Authorised Users in the course of providing the Service (including but not limited to the Educational Content) is accurate and up to date, you acknowledge that:

The Service (including the Educational Content) is for general educational, informational and guidance purposes only and is not tailored to any individual Authorised User;

Unless we expressly state otherwise, we make no guarantee that the content and information is correct, complete, relevant, accurate or up-to-date, including that it meets any specific educational requirements such as particular examination board or other syllabuses, and we take no liability in that regard;

You are responsible for ensuring that your use of the Service (including the Educational Content) is appropriate for any particular circumstances relevant to you; and

Any use of or reliance by you on any content and information provided in the course of using the Service (including but not limited to Educational Content) is entirely at your own risk, and we take no responsibility whatsoever for the consequences of such use and in particular no guarantee is made by us that such use will benefit you or provide any particular results in relation to any studies or examinations you may take outside the Service.

Prohibited Uses of the Service

You may use the Service only for lawful purposes. You may not use the Service:

In any way that breaches any applicable local, national or international law or regulation; or

In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply:

Notice regarding Apple. By accessing the Platform through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:



install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.

Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.

In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.

Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

BulletMap Studio Ltd expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Windows Phone Store. By downloading the Platform from the Windows Phone Store (or its successors) operated by Microsoft, Inc. or its affiliates, you specifically acknowledge and agree that:

You may install and use one copy of the Platform on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.

You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

Amazon Appstore. By downloading the Platform from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or affiliates ("Amazon"), you specifically acknowledge and agree that: to the extent of any conflict between (a) the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore ("Amazon Appstore EULA Terms"), and (b) the other terms and conditions in these Terms, the Amazon Appstore EULA Terms shall apply with respect to your use of the Platform that you download from the Amazon Appstore, and

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you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by BulletMap Studio Ltd or you (or any other user) under these Terms or the Google Play Terms.

Indemnification

You agree to defend, indemnify and hold harmless BulletMap Studio Ltd and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

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BulletMap Studio Ltd its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions



consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by BulletMap Studio Ltd or any person for whom BulletMap Studio Ltd is responsible, and even if BulletMap Studio Ltd has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Scotland, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

Contact Us

If you have any questions about these Terms, please contact us at info@bulletmapacademy.com or through our website. www.bulletmapacademy.com