

# MAINFRAME TERMS OF USE

Last Updated: February 26, 2023

## 1. ACCEPTANCE OF TERMS

These Terms of Use (**‘Terms’**) apply to the relationship between you (**‘User’** or **‘You’**) and Mainframe Industries Oy, a company registered in Finland under business ID 2997728-8 (**‘Mainframe’** or **‘We’**) regarding Your use of Pax Dei, a game designed by Mainframe (**‘Service’**). These Terms determine how You may use the Service and what consequences may result from non-compliance with these Terms.

By accepting the Terms, the User is deemed to have read and understood these Terms and agrees to be bound by them.

Mainframe reserves the right to amend the Terms at any time to reflect the changes in the Service, in the Applicable Law, or in agreements between Mainframe and Mainframe’s suppliers. By continuing to use the Service, the User shall be deemed to have approved and accepted the amendments to the Terms and shall be bound by them. The amendments shall enter into force upon their publication in the Service.

Mainframe's processing of your personal data is described separately in the Mainframe Privacy Notice, which is available [here](#).

## 2. DEFINITIONS

In these Terms, the following capitalized terms shall have the meanings given to them hereunder (and where the context so admits the singular shall include the plural and vice versa):

**‘Applicable Law’** means the laws applicable in Finland;

**‘Intellectual Property Rights’** means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

**‘User’** shall mean you, an individual person who uses the Service;

**‘User Content’** means any communications, sounds, pictures and all the material or other data that the User uploads or transmit to or through the Service, or that other users upload or transmit to the User including without limitation any chat text;

**‘Virtual Currency’** means currency that is used within the Service and which the User may purchase with real money or earn within the Service;

**‘Virtual Items’** means virtual items (including but not limited to User’s character and the character’s accessories within the Service) that exist within the Service and which the User may purchase with real money, or Virtual Currency, or earn within the Service.

## 3. THE USE OF THE SERVICE

Mainframe grants the User with a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use the Service for the User’s own purposes.

You must be and hereby affirm that you are an adult of the legal age of majority in your country and state of residence. For clarity, the legal age of majority in most countries is 18 years but might be different in your country and state of residence. Please note that if you are under the legal age of majority, your parent or legal guardian must always consent to this Agreement.

The User agrees to be bound by the following rules relating to the use of the Service (**“Rules”**):

- The User may not copy, modify, display, distribute, reproduce, license, publish, transfer, or sell any information, products, software, or services obtained from the Service.
- The User may not attempt to gain unauthorized access to the Service, computer systems, other accounts or networks connected to any Mainframe server, through hacking, password mining or any other means.
- The User may not interfere with, disrupt, or otherwise adversely affect the normal operation of the Service or otherwise act in a manner that may have a detrimental impact on other users' experience when using the Service. This includes any act that intentionally abuses or goes against the design of the Service.
- The User agrees not to intentionally overload or aid or assist in the overloading of any computer or server used to offer or support the Service or any Mainframe game environment.
- The User may not upload to the Service any material that contains any viruses or other malware that may damage or interfere with the Service.
- The User may not grant any third party access to use the Service. The User shall be entirely responsible for maintaining the confidentiality of the User's password and account. Furthermore, the User is entirely responsible for any and all activities that occur under the User's account.
- The User undertakes to inform Mainframe without delay if any password has been revealed to a third party or if the User has a reason to suspect misuse of a username or password. The User shall change the password required for the use of the Service upon request of Mainframe if necessary due to data security risk to the Service.
- The User may not upload to the Service any material that infringes upon any third-party rights or applicable laws. By submitting any data to the Service, the User warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations to submit the data to the Service.
- The User shall not use the Service to advertise or to send any junk or spam or repetitive or misleading messages to anyone.
- The User shall refrain from the using (directly or indirectly) of cheats, exploits, automation software, emulators, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service.

- The User shall refrain from posting any information that is abusive, threatening, or racially, sexually, religiously, or otherwise offensive.
- The User shall refrain from posting any information that contains nudity, excessive violence, or offensive subject matter or links to such content.
- The User shall refrain from harassing, abusing, or harming, and from advocating harassment, abuse, or harm of another person or group.
- The User shall refrain from posting anyone's private information, including personal data (whether in text, image or any other form) through the Service.
- The User undertakes not to use the Service for any purpose that is unlawful or prohibited by these Terms.

#### **4. SUSPENSION OF THE SERVICE**

Mainframe shall be entitled to limit, suspend, terminate, modify, or delete accounts or to deny the User's access to the Service without first hearing the User and without notifying the User if Mainframe reasonably suspects that the User uses the Service contrary to these Terms (in particular but not limited to the Rules under section 3 of these Terms), Applicable Law, or administrative orders or in a manner that jeopardises the provision of the Services to other Users. As a result, You may permanently lose Your username and Virtual Items in the Service. For the sake of clarity, Mainframe shall not be under any obligation to compensate You for any such losses or other detriment.

Mainframe reserves the right to determine what conduct it considers to be in violation of the Terms.

Mainframe reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point Your right to use the Service, or a part thereof may automatically expire. In such event, Mainframe shall not be liable to provide you with refunds, benefits, or other compensation.

You have the right to stop using the Service. You may terminate your Account at any time and for any reason at <http://www.themainframe.com/contact>.

#### **5. UPDATES AND MAINTENANCE OF THE SERVICE**

The User acknowledges that the Service evolves constantly. Mainframe may require that you accept updates to the Service. You acknowledge and agree that Mainframe may update the Service with or without notifying you. You may need to update third party software(s) from time to time in order to receive the Service.

There might be maintenance breaks in the service to keep it up to date, enhance your experience and prevent any surprising issues. We aim to inform you of the breaks beforehand and make sure they are reasonable in length. If you feel like your experience with our services has changed to the worse due to a such break, you can reach out to our customer service and we are happy to discuss the matter.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

The User acknowledges and agrees that Mainframe and/or its licensors own all Intellectual Property Rights in the Service. The Terms do not grant the User any rights to or in Intellectual Property Rights or any other rights or licences in respect of the Service.

Reproduction, transfer, distribution, or storage of content protected by Mainframe's Intellectual Property Rights, including but not limited to pictures, design format, logo, audio clips, video clips and HTML coding, in any form as well as any unauthorized reproduction, total or partial, of the texts, illustrations, design format or logo by any means whatsoever without the prior written permission of Mainframe is prohibited.

#### **7. THIRD-PARTY WEBSITES AND SERVICES**

The Service may contain links to third-party websites or services that are not maintained, under the control of or owned by Mainframe. For clarity, Mainframe is not liable for any contents, commentary or applications of such third-party websites or services.

#### **8. USER ACCOUNTS AND VIRTUAL CONTENT**

You acknowledge and agree that you shall not have ownership or other property rights to Your account including its content. You further acknowledge and agree that all rights in and to Your account shall be owned by Mainframe.

Mainframe owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. You agree that you have no right or title in or to any content that appears in the Service, including without limitation the Virtual Items, content, features, or Virtual Currency appearing in or originating from the Service, whether earned in a game or purchased with real money.

#### **9. USER CONTENT**

By transmitting or submitting any User Content within the Service, you represent and warrant that such User Content is (a) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal data or intellectual property the User Content contains; (b) free of viruses, adware, spyware, worms or other malicious code; (c) not harassing and does not offend or aim to offend any groups of people based on their ethnic background, nationality, religion or the like.

Mainframe reserves the right in its sole discretion to monitor, edit or delete any User Content without notice for any reason or for no reason at any time.

You hereby grant to Mainframe an irrevocable, perpetual, transferable, fully paid-up, royalty-free, sublicensable license to your User Content and right to copy, reproduce, modify, create derivative works from, commercialize, publish, distribute, sell, license, publicly display, publicly perform, broadcast, communicate to the public, in any way, your User Content. You further hereby grant to Mainframe the unconditional, irrevocable right to use and exploit your name and any other information included in your User Content without any obligation to you.

#### **10. PURCHASES**

Within the Service, you may purchase Virtual Items by Virtual Currency or by real money. Mainframe may make changes to Virtual Items at any time, with or without notice. Mainframe shall have no liability to you or any third party in the event that Mainframe makes such changes.

The provision of Virtual Items within the Service is a service provided by Mainframe that commences immediately upon the moment of purchase.

**ALL PURCHASES OF VIRTUAL ITEMS ARE FINAL AND NON-REFUNDABLE. THE CONSUMER RIGHT TO WITHDRAW DOES NOT APPLY TO DIGITAL**

**CONTENT SUCH AS VIRTUAL ITEMS. YOU ACKNOWLEDGE THAT YOU ARE NOT ENTITLED TO ANY REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE REFUND FOR UNUSED VIRTUAL ITEMS WHEN YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE IS VOLUNTARY OR INVOLUNTARY.**

**11. DISCLAIMERS OF WARRANTIES**

Mainframe provides the Service on an "as is" and "as available" basis for Your use, without warranties of any kind, express or implied. Mainframe does not warrant that You will be able to access or use the Service at the times or locations of Your choosing; that the service will be uninterrupted or error-free, that defects will be corrected, or that the Service are free of viruses or other harmful components.

**12. LIABILITY**

Provided that We have acted with professional diligence, We do not accept responsibility for any indirect, consequential or incidental or other similar unpredictable damages.

Nothing in these Terms is intended to exclude or limit our liability for death or personal injury caused by our act or negligence, or to affect the consumer's rights based on the mandatory legislation for consumer protection, such as the Finnish Consumer Protection Act.

**13. DISPUTE RESOLUTION**

These Terms as well as the settlement of any dispute relating to these Terms are governed by the laws of Finland, excluding the rules of the choice of law. These Terms do not limit any legal rights granted to consumers under Finnish consumer protection law.

Disputes should always, in first-hand, try to be solved in agreeance after discussions with both parties. If an agreeance is not possible, the competent courts shall be the courts of Finland. A consumer can bring legal action in the competent court of its domicile.

The customer can also take the case to the Consumer Disputes Board ([www.kuluttujariita.fi](http://www.kuluttujariita.fi)) after having brought it to the consumer advisory service ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).

The EU Commission has set up an Internet platform ("OS Platform") to resolve disputes between companies and consumers online. The OS platform can be found at <https://ec.europa.eu/odr/>.

**14. SEVERABILITY**

In the event any provision or part of these Terms is found to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15. ASSIGNMENT**

Mainframe may unilaterally assign or delegate these Terms, in whole or in part, to any legal or natural person. You may not assign or delegate any rights or obligations under these Terms without Mainframe's prior written consent. Any such unauthorised assignment shall be deemed invalid.

**16. ENTIRE AGREEMENT**

These Terms contain the entire agreement and understanding between Mainframe and the User and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. These Terms cover any course of performance and/or usage of the Service.

**17. No WAIVER**

The failure of either party to exercise any right, power or remedy provided under these Terms, or to insist upon compliance by the other party hereto with its obligations hereunder, or any custom or practice of the parties at variance with these Terms, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

**18. FORCE MAJEURE**

Mainframe shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Mainframe, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Mainframe's control such as war, terrorism, riots, acts of civil or military authorities, fire, floods, accidents, strikes, or pandemic or other significant adverse event caused by an infectious disease.

**19. CONTACT INFORMATION**

All contacts to Mainframe can be made using the following contact information listed [here](#)