Clever Crow Games - Terms of Service

Clever Crow Games requires you to agree to these terms of service as a condition of your use of our services and content, including this website and "A Dragon Named Coal." Clever Crow Games may, in its sole discretion, modify these terms of service at any time without notice to you, and you agree to be bound by those modifications. Clever Crow Games will post a notice on this site any time these terms of service have been modified. It is your responsibility to review these terms of service periodically. If you are using our services on behalf of an organization, you agree to these terms of service on behalf of that organization and promise that you have the authority to bind that organization to these terms of service.

Clever Crow Games may discontinue, suspend, or modify our services at any time without prior notice. Clever Crow Games may refuse service to anyone, at any time, for any reason, and without notice.

Clever Crow Games Content

All of our content and services, including art work, graphics, images, screen shots, text, music, digitally downloadable files, trademarks, logos, product and character names, slogans, and the compilation of the foregoing is the property of Clever Crow Games and its licensors and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. Third party content, including trademarks, trade names, characters, and trademarks and copyrights is the property of the third parties that market or license that content, and is used by Clever Crow Games subject to license, or subject to the fair use provisions of U.S. copyright or trademark law.

Posting User Content

On some of our services you may be able to create an account and post content. When doing so you are subject to the following rules and regulations.

No illegal, infringing, or abusive material / conduct

You are responsible for your own content and agree not to post anything that is illegal, infringing on another's rights, abusive, or crude. You may not post anything that may be illegal or adult content.

Confidentiality

Depending on your level of access you might be exposed to content not ready for the general public. Because of this we ask that all content that hasn't been made publicly available, be kept hidden from the public eye. You agree not to disclose confidential content without our written consent including screenshots, videos (e.g. Twitch, YouTube, etc.), plot lines, or any other

content that is not publicly available. You may solely discuss post and talk about NDA related confidential content using our discussion forums and internal tools. Any violation of these confidentiality provisions will result in immediate termination of your account.

These terms of service are intended to supplement, and not to supersede, any of our rights in law or equity with respect to the protection of trade secrets or confidential, or proprietary, information.

User Content

You are solely responsible for your use of our services and for any content that you provide, including the use of your content by other users and our third party partners. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted in these terms of service to any content that you submit.

By posting user content your materials, ideas, and other communications will not be treated as confidential or proprietary. Anything submitted may be used by Clever Crow Games at anytime, for any reason it sees fit.

By submitting, posting or displaying content on or through our services, you grant Clever Crow Games a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, process, quote, display, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the that content, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You grant Clever Crow Games and its licensors all licenses, consents and clearances to enable Clever Crow Games and its licensors to use that content for such purposes. You waive, and agree not to assert, any moral or similar rights you may have in that content.

If Clever Crow Games provides your content through another third party, then you also grant all other users of any relevant third parties the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your content without further notice, attribution or compensation to you.

User content might not be reviewed by Clever Crow Games prior to posting and Clever Crow Games makes no warranties, express or implied, with respect to our content or to the accuracy and reliability of that content.

Indemnification

You will hold harmless and indemnify Clever Crow Games and its affiliates, officers, agents, and employees from any claim, suit, or action arising from or related to the use of our services or

violation of these terms of service, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees.

Software Use

Clever Crow Games makes no representations about the reliability of the features of this site, our content, user content, or any other site feature or content, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material and/or systems will be at your own risk. Clever Crow Games makes no representations regarding the amount of time that any content or user content will be preserved. THIS SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SITE OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CLEVER CROW GAMES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL CLEVER CROW GAMES BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND CLEVER CROW GAMES' REASONABLE CONTROL. INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL CLEVER CROW GAMES TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE DOLLARS (US \$5.00). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Misc

The laws of the State of California, without giving effect to principles of conflicts of laws, govern all matters arising under these terms of service, including all tort claims. All claims arising out of or relating to these terms of service or our services will be litigated exclusively in the federal or state courts of San Francisco County, California, and you and Clever Crow Games consent to venue and personal jurisdiction there. These terms of service constitutes the entire agreement between you and Clever Crow Games relating to the subject matter of these terms of service and supersedes all other oral or written agreements or policies relating thereto. You and Clever Crow Games are independent business entities, bound to each other only as provided in these terms of service. Nothing in these terms of service creates a relationship between you and Clever Crow Games of employer-employee, partners, principal and agent, master and servant or franchisor and franchisee. These terms of service are not intended to benefit, nor will it be deemed to give rise to, any rights in any third party. Clever Crow Games's failure to enforce a

provision is not a waiver of its right to do so later. If any provision of these terms of service is unenforceable to any extent, the remainder of these terms of service, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law. You may not assign any of your rights in these terms of service, and any such attempt is void. Clever Crow Games may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with our services.