**Gun Monkeys Terms**

**Welcome to the Gun Monkeys Terms and Conditions (“TERMS”) from Size Five Games (“Size Five”).**

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These Terms govern the use of Size Five’s online games and other products to which you have access. In these Terms Size Five means Size Five Games Limited who are a registered company in England and Wales with company number 06777512.

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE USING, PURCHASING, DOWNLOADING OR INSTALLING GUN MONKEYS AS THEY CONTAIN THE TERMS WHICH GOVERN YOUR USE OF GUN MONKEYS. IF YOU DO NOT AGREE WITH THESE TERMS YOU MAY NOT USE, PURCHASE, DOWNLOAD OR INSTALL GUN MONKEYS.

Size Five develops, provides and maintains games and related services including the wonderful Gun Monkeys (“Gun Monkeys”). Gun Monkeys is a copyright work of Size Five. All use of Gun Monkeys is governed by these Terms. Gun Monkeys is solely for use by end users according to these Terms. Any use, reproduction or redistribution of Gun Monkeys not in accordance with these Terms is expressly prohibited.

If you access Gun Monkeys through a third party service provider such Steam (“TPSP”) you will be required to read, accept and adhere to that TPSP’s terms of use and privacy policy. You should read these carefully as they will govern your use of Gun Monkeys through the TPSP along with these Terms.

Gun Monkeys Gameplay

Gun Monkeys is gameplay is 1-on-1 deathmatch. You have to sign up and get a Gun Monkeys profile. If you win, you earn points for your profile. You lose, your points go down. You can spend points on ‘perks’ for your team to make your squad better in future matches.

To stop people pulling out of a match seconds before it’s all over, there’s a point penalty.

In the Gun Monkeys lobby you can see everyone’s stats, and challenge them to a game. When challenged, that player appears in the ‘Incoming’ box, and you can accept or reject their challenge.

Your points are only worth something in Gun Monkeys. You cannot cash out, give them to someone else or transfer them. The only way to get more points is by playing Gun Monkeys.

Communications in Gun Monkeys

Please note that if you access Gun Monkeys through a TPSP you are required to comply with these Terms and those of the TPSP.

As Gun Monkeys is a 1 on 1 deathmatch Gun Monkeys includes, without limitation, certain online functionality, in-game voice chat with opponents and fellow Gun Monkeyers’s, online network play connectivity and interactivity and other online features and are subject to the following Terms which apply to your use of Gun Monkeys:

Gun Monkeys and Communications are for personal entertainment only, on an “as is” basis and all use must be in accordance with these Terms.

Size Five is engaged in the business of publishing Gun Monkeys and ancillary to this is engaged in the transmission, storage, retrieval, hosting, formatting or translation of third party communications without selection or alteration of the content of the communication for which it is a mere conduit.

In connection with the use of Gun Monkeys ONLY and subject to these Terms, you may and are granted a limited, reasonable, non-exclusive licence and right to use the software that forms part of Gun Monkeys and to communicate with other users of Gun Monkeys in forums, allowing chat functionality within Gun Monkeys, fan pages and other sections of Gun Monkeys if applicable. The applicable parts of Gun Monkeys may only be used for such communications (“Communications”).

To use Gun Monkeys you must be over the age of 13 years or else have your parent’s or guardian’s consent to do so on these terms. By using Gun Monkeys you therefore confirm that you are over 13 years of age or else have your parent’s or guardian’s consent (in which case your parent or guardian has read and agreed to these terms).

You agree and accept that Size Five has no responsibility to review the content of any Communications all of which are made available on the basis that Size Five shall not be required to exercise any control or judgement of the content or the material posted or contained therein.

The views expressed in any Communications are the views of the individuals making them and not those of Size Five unless specified otherwise by Size Five. In particular but without limitation to the above Size Five is not responsible for and disclaims all liability in respect of any comments, views or remarks expressed in any Communications.

Size Five gives no warranty and makes no representation as to the accuracy, currency or validity of the information and material contained within the Communications or Gun Monkeys and shall not be responsible for any loss or damage caused as a result of any use of such material.

You agree and undertake that you will not post to or transmit to Gun Monkeys any statement, material or Communication that:

• is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, inflammatory or racist;

• harasses, bullies or intimidates any person;

• encourages any violation of these Terms or of any TPSP’s terms of service;

• is unlawful, malicious, misleading, discrimatory or which gives rise to civil or criminal liability;

• infringes upon the intellectual property rights of any third party;

• assists piracy including any requests for CD keys or pirated software;

• is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;

• may be deemed a marketing or commercial communication or promotes the products or services of any person other than Size Five or Gun Monkeys;

• promotes any illegal or unlawful activity including but not limited to solicitation, gambling or the sale of prescription medicines

• is aimed at persons under the age of 18 or which seeks or attempts to make any arrangement to meet a person under the age of 18;

• contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;

• collects or attempts to collect other users’ content or information including login information;

• solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

You further agree that in any activity undertaken following use of and related to your use of Gun Monkeys you will not in any way conduct yourself in a manner which  
is unlawful or which gives rise to civil or criminal liability or which might call into disrepute Gun Monkeys:

• attempts to or actually does modify or interferes with Gun Monkeys;

• attempts or actually does overburden or disrupt any computer or server used by or supporting Gun Monkeys;

• constitutes, in Size Five’s absolute opinion, cheating or otherwise misuse of Gun Monkeys;

• attempts to or actually does gain unauthorised access to Gun Monkeys, accounts of users, networks connected to Gun Monkeys.

You hereby indemnify, defend and hold Size Five and Size Five’s affiliates and Size Five’s officers, directors, owners, agents, information providers, affiliates, licensers and  
licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims arising from your use of Gun Monkeys any Communications and any use of your password and username. You shall use your best efforts to cooperate with Size Five in the defence of any claim. Size Five reserves the right, at Size Five’s own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Size Five shall be entitled to remove, restrict, suspend or alter any user account and any Communications (and the ability to share or create Communications) for any reason in its sole and absolute discretion including because the use or Communications might be unacceptable as described in these Terms.

If you discover Communications which you believe contravene these Terms please notify Size Five via the email address dan@sizefivegames.com

In the event that you breach any provision contained in this section Size Five may in its absolute discretion prevent you from accessing Gun Monkeys.