

## The Gist

We (TableTopolis) are on a mission to build a community of passionate gamers with the creativity and ingenuity to turn brilliant ideas into captivating tabletop games.

These Terms of Service (“Terms”) describe our commitments to you, and your rights and responsibilities when using our services. Please read them carefully and reach out to us if you have any questions.

We adapted these Terms of Service from those Automattic has generously made available under a [Creative Commons Sharealike](#) license. You can grab a copy of their Terms and other legal documents on [Github](#). They say you’re more than welcome to copy them, adapt them, and repurpose them for your own use. Just make sure to revise the language so that your Terms reflect your actual practices.

## Terms of Service

These Terms govern your access to and use of forums.TableTopolis.com (“Forums”), the TableTopolis Discord chat server (“Chat”), and TableTopolis.com (collectively, “Services”).

Our Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the TableTopolis privacy policy), and procedures that may be published from time to time by TableTopolis (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and the Agreement will apply to any upgrades.

Please read the Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use our Services.

## 1. Who’s Who

Throughout these Terms, “you” applies to both individuals and entities that access or use our Services. If you are an individual using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity.

We refer to *TableTopolis LLC, an individual protected series of Malaphor LLC, a series LLC* as “TableTopolis” or “we” throughout these Terms.

## 2. Your Account

Where use of our Services requires an account with TableTopolis, you agree to provide us with complete and accurate information when you register for an account. This is important because sometimes we may need to send you notable updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about and make informed choices in response to legal inquiries or complaints.

You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and any Service-related website, store, or other content, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorized uses of your account, store, or website, or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

When you create a TableTopolis account, we consider that to be an inquiry about our services, which means that we may contact you to share more details about what we have to offer. Don't worry — if you aren't interested in learning more, you can opt out of the marketing communication.

### **3. Minimum Age Requirements**

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (or 16 years or older in the European Union).

### **4. Responsibility of Visitors and Users**

We have not reviewed, and cannot review, all of the content (such as, but not limited to, text, photo, video, audio, code, computer software, items for sale, or other materials) or links to owned content posted to our Services by users or anyone else ("User Content") and are not responsible for any use or effects of such User Content. So, for example:

- We do not endorse any User Content or represent that User Content is accurate, useful, or non-harmful. User Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights (see our Copyright Infringement and DMCA Policy section to submit copyright complaints), or other proprietary rights of third parties.
- If you post User Content or otherwise make (or allow any third party to make) User Content available on our Services, you are entirely responsible for the User Content, and any harm resulting from, that User Content or your conduct.
- We disclaim any responsibility for any harm resulting from anyone's use or downloading of User Content. If you access or use any User Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Anything offered for sale through any of our Services is the seller's sole responsibility, and you agree that you will look solely to the seller for any damages that result from your purchase or use of it.
- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any User Content.
- Please note that additional third party terms and conditions may apply to the downloading, copying, purchase, or use of User Content.

We also have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and web pages that link to, or are linked from, forums.TableTopolis.com or our other Services. For example:

- We do not have any control over those websites and are not responsible for their contents or their use.
- The existence of a link to or from one of our Services does not represent or imply that we endorse such website.
- You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- We disclaim any responsibility for any harm resulting from non-TableTopolis websites.

## 5. General Representation and Warranty

You represent and warrant that your use of our Services:

- Will be in strict accordance with these Terms;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, and the transmission of technical data exported from the United States or the country in which you reside);
- Will not use the Services for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights or trade secrets of any third party;
- Will not overburden TableTopolis’s systems, as determined by us in our sole discretion;
- Will not disclose sensitive personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network; and
- Will not be used to create, distribute, or enable material that is – or that facilitates or operates in conjunction with – malware, spyware, adware, or other malicious programs or code.

## 6. General Service Terms

TableTopolis is built to help empower tabletop games throughout the creative process via community collaboration. Our Forums are the primary hub of activity for both those creating and those collaborating with them, and Chat provides real-time interaction for both collaboration and in-game audio.

Access to forums.TableTopolis.com is free for individuals, including individuals who represent a business entity. We may offer a limited number of sponsorships for advanced features such as priority placement of User Content, exclusive-access User Content categories, opt-in marketing initiatives, and other items as agreed upon. Contact our official “TableTopolis” user account on forums.TableTopolis.com for more information.

Access to Discord is controlled by Discord Inc. and related companies. Use is subject to their policies.

The Forums and Chat are designed to help people make games (referred to as “Makers”). We do this by connecting interested individuals who enjoy collaborating in the creative process with those Makers, knowing that those individuals may also be Makers themselves, now or in the future.

**Public Visibility.** Our Forums exist as a publicly-visible website, and our Chat exists through a publicly-visible web service. By using our Services, you understand that any User Content you post may be viewed publicly. While you may be able to delete your User Content, it may still exist in backups of Forums or Chat data and

caches of third-party web crawlers or similar software. If we restore a backup of Forums or Chat data, your User Content may be recreated and attributed to your user account, and you may need to delete it again if you so desire.

**Forums Account.** Only individuals can register for and have an account on the Forums. You agree to only represent yourself when utilizing the Forums. If a third-party business entity has permitted you to act on their behalf, you may only do so while still representing yourself. We may restrict how many third-party business entities you are allowed to represent on the Forums. You cannot register for more than one account with TableTopolis. Your chosen account name must not be misleading or otherwise inappropriate, as determined at our sole discretion. We can require your account name to be changed for any reason as determined at our sole discretion.

**Discord Account and Nickname.** Access to Discord is controlled by Discord Inc. and related companies. Discord use and account creation is subject to their policies. Currently, Discord offers the ability to change your account's visible nickname in specific rooms, such as our Chat. When joining our Chat, you must change your nickname to be the same as the account name on our Forums. You agree to contact us if you cannot make this change for any reason. We can require your Chat nickname to be changed for any reason as determined at our sole discretion.

**Activity.** The primary activity of our Services is Makers presenting their User Content for review and feedback by other users. You agree that your use of TableTopolis is conducted with no expectation of monetary or other compensation. Your use of our Services is subject to our License, which we hold with the primary intent of empowering Makers to utilize relevant activity to help make their games, among other reasons.

**License.** Except as defined below, if you submit anything to our Forums or Chat by any method (such as a web post, email, file transfer protocol, etc.), you grant TableTopolis a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to everything you submit, which includes without limitation the right for TableTopolis or any successor in interest or third party TableTopolis designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, anything submitted by you. You acknowledge that any submissions you make may be edited, removed, modified, published, transmitted, and displayed by TableTopolis, successors and/or assignees and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. (the "User Content License")

The license does not apply to copyrighted User Content submitted by Makers in their own specific sub-categories within the New Game Ideas, Early Access Games, and Playtesting categories (collectively, that Maker's "Maker Space").

**Makers.** Makers are individuals designated by TableTopolis who are making one or more tabletop games of any kind. To obtain designation as a Maker, a user applies by posting a new topic in the "Maker Application" sub-category of the Forums and completing the template with relevant information. TableTopolis reserves the right to deny applications if it believes in its sole discretion that their approval may harm the community. We also reserve the right to approve new Makers without an application if we deem it beneficial to the community. We also reserve the right to revoke Maker status from a user and publicly note the effective date of revocation.

Once approved, Makers are required to keep the title of "Maker" displayed next to their account name on the Forums. This is done by navigating to the settings of their account and selecting "Maker" from the titles

available. We may set this for them when it is granted, if possible. In the Chat, they will be granted Maker status as well.

For all User Content posted by any user in a Maker Space, TableTopolis hereby designates that Maker as a third party assignee that is granted all sub-licensable rights to that User Content as outlined in the User Content License. If a user's status as a Maker is revoked, they retain the sub-licensed rights already granted up to the effective date of revocation, but no further rights are assigned after that date.

## **7. Copyright Infringement and DMCA Policy**

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or associated with any of the TableTopolis Services violates your copyright, please notify us by sending an email with the subject "DMCA Notice" to [info@tabletopolis.com](mailto:info@tabletopolis.com) with your First Name, Last Name, Company Name, Full Address, Phone Number, Name of Copyright Owner, and the full URL of the unauthorized material. We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a user's access to and use of our Services if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of TableTopolis or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

## **8. Intellectual Property**

The Agreement does not transfer from TableTopolis to you any TableTopolis or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with TableTopolis. "TableTopolis", "a creative gaming community", the TableTopolis logos, and all other trademarks, service marks, graphics, and logos used in connection with TableTopolis or our Services, are trademarks or registered trademarks of TableTopolis or TableTopolis' licensors. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any TableTopolis or third party trademarks.

## **9. Changes**

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. These Terms may only be modified by a written amendment signed by an authorized representative of TableTopolis, or by the posting by TableTopolis of a revised version. If we make changes that are material, we will let you know by posting on one of our Forums, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## **10. Termination**

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion,

(i) reclaim your username due to prolonged inactivity, (ii) refuse or remove any User Content that, in our reasonable opinion, violates any TableTopolis policy or is in any way harmful or objectionable, (iii) ask you to make some adjustments, restrict the resources your activity uses, or terminate your Services, if we believe your storage or bandwidth usage on our Services is out of hand and burdens our systems (which is rare), or (iv) terminate or deny access to and use of any of our Services to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

If you wish to terminate the Agreement or your forums.TableTopolis.com account, you may simply discontinue using our Services.

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

## **11. Disclaimer of Warranties**

Our Services are provided “as is.” TableTopolis and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither TableTopolis, nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## **12. Jurisdiction and Applicable Law.**

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of Nevada, U.S.A., excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services will be the state and federal courts located in Clark County, Nevada.

## **13. Arbitration Agreement**

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Las Vegas, NV, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys’ fees.

## **14. Limitation of Liability**

In no event will TableTopolis, or its suppliers or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$50 or the fees paid by you to TableTopolis under the Agreement during the twelve (12) month period prior to the cause of action,

whichever is greater. TableTopolis shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **15. Indemnification**

You agree to indemnify and hold harmless TableTopolis, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement, User Content that you post, and any ecommerce activities conducted through your or another user's website.

## **16. US Economic Sanctions**

You expressly represent and warrant that your use of our Services and/or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and we reserve the right to terminate accounts or access of those in the event of a breach of this condition.

## **17. Translation**

These Terms were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms and the English version, the English version will control.

## **18. Miscellaneous**

The Agreement constitutes the entire agreement between TableTopolis and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; TableTopolis may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Last updated: January 18, 2020