T & C Agreement, drafted by: Namiha Harris Ashfa

Terms of Service

The Terms of Service or the Terms of Use of this web service, outlined below, gives you a clear picture about what this website is and governs your use of this website. The Terms constitute an agreement between you and the website owner.

Welcome to <u>www.phenomroman.com</u>!

This website is the brainchild of an amateur coding enthusiast who is on a quest of finding his footing in the digital world. The website houses different kinds of digital contents such as apps and games created by the website developer.

- In order to use the website, you must firstly agree to the Terms of Use prior to opening your profile or user account.
- You may not use this website if you do not agree to the Terms of Use.
- You can accept the Terms of Use by simply using the website. You understand and agree that <u>www.phenomroman.com</u> will treat your use of the website as acceptance of the Terms of Use from that point onwards.

Who can use <u>www.phenomroman.com</u>?

Anyone with an understanding of these Terms of Service may use our website for personal use with the intent of enjoying the contents of the website for entertainment or information. However, there are certain aspects of this website that requires specific fulfillment as detailed below.

- We may arrange prize based competition with certain apps and games on the website. Participation in such competition requires that the participant is of appropriate legal age and mental capacity.
- It is also required that the participant is of appropriate legal age and with mental and physical capacity to receive the prize at the personal contact information provided by the participant.
- We have user interaction sections on the website and expect that the users maintain respect and sense of equality to others irrespective of their age, gender, race and political, religious or other views.

Who can not use www.phenomroman.com?

We aim for our website to be open and inclusive but safety and security of our users have to be ensured and all activities have to be in accordance with law. Therefore, certain restrictions are in place:

- We must not have previously disabled your account for violation of law, any of our policies or any misconduct.
- You must not be prohibited from using this website under applicable laws of the country that you reside in or from which you access or use this service.
- You must not be prohibited from engaging in payments related services if you are on applicable denied parties list.
- You must not be a convicted sex offender or drug abuser.

You agree not to use the website to:

- Obtain or attempt to obtain unauthorized access to the website or to its servers, systems, networks or data.
- Make available any content that is harmful for children, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Violate any applicable laws or regulations.
- Impersonate any person or entity.
- Forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the website.

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Make available any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person or entity.

www.phenomromar

- Make available any content that you do not have the right to make available.
- Post content containing advertisements or other commercial solicitations without our prior permission.
- Make available viruses or any other computer code, files, programs or content to interrupt, destroy or limit the functionality of the website or affect other users.
- Interrupt with or disrupt the website or servers, systems or networks connected to the website in any way.
- Use this service or its contents or any information or benefits you receive from this service in illegal or unethical means or activities.
- Use this service as means in any way to promote terrorism, violence, racism, treason, conspiracies and social unrest.

Third-Party Content, Advertisements & Promotions:

The website may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users (third-party content). Third-Party Content is not under our control, and we are not responsible for any of their websites, products, or services.

Your use of third-party content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with third-party content.

The website may also contain sponsored third-party content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any content or information on the website, including your content.

Intellectual Property:

You do not have the right to use the <u>www.phenomroman.com</u> name or any of its logos, domain names, and any other distinctive brand features. All rights, title, and interest in and to the website (excluding content provided by the users) are and will remain the exclusive property of the website.

Any feedback, comments or suggestions you may provide regarding <u>www.phenomroman.com</u> is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Removal/Termination:

On becoming aware of any potential violation of these Terms of Use, <u>www.phenomroman.com</u> reserves the right (but shall have no obligation) to decide whether content complies with the content requirements set out in these Terms of Use and may remove such content and/or terminate a User's access for violation of these Terms of Use at any time, without prior notice and at its sole discretion.

Governing Law and Jurisdiction:

Any claims or dispute arising out of or relating to these Terms and Conditions will be governed by the applicable laws of People's Republic of Bangladesh from which this service is originated. All disputes related to these Terms or the Service will be under the jurisdiction of courts of law located in Bangladesh. However, we want you to enjoy our service without any issues and thereby ask you to settle any issue by directly contacting us at <u>phenomroman@gmail.com</u>