

## Terms and Conditions

Please read this Terms and Conditions carefully before using The Odyssey's services and website.

By using or accessing any of The Odyssey services you are agreeing to The Odyssey's Terms and Conditions. If you do not or have failed to comply with any of The Odyssey's Terms and Conditions you are prohibited from using or accessing this website and/or the entirety of our services.

### Acknowledgement

Your access to and use of the services and website is also conditioned on your acceptance of and compliance with the Privacy Policy of The Odyssey. The Odyssey's Privacy Policy describes the policies and procedures on the collection, use and disclosure of your personal information when you use The Odyssey's services and website and tells you about your privacy rights and how the law protects you. Please read The Odyssey's Privacy Policy carefully before using The Odyssey's services and website.

### Trademarks and Copyrights

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### Registration

By registering to any of The Odyssey services you agree to these terms and conditions:

The Odyssey reserves the right to deny or reject any username across all service platforms. This also includes any player skins, player icons, or images that can be used on The Odyssey's website and game services.

### Modification of the Terms and Conditions

The Odyssey reserves the right to change these terms and conditions from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms and Conditions periodically to familiarize yourself with any modifications. Your continued use of this website and services after such modifications will constitute acknowledgement and agreement of the modified terms and conditions.

### Website/Service Terms and Conditions of Use

By accessing this website, you are agreeing to be bound by these website's Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or

accessing these services and website. The materials contained in this website are protected by applicable copyright and trademark law.

### **Disclaimer**

The materials on The Odyssey's website are provided "as is" and "as available". The Odyssey makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, The Odyssey does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any websites linked to this website.

### **Limitation of Liability**

You expressly understand and agree that:

In no event shall The Odyssey or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on The Odyssey's website, even if The Odyssey or an authorized representative of The Odyssey has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

The Odyssey shall use reasonable efforts to protect personal information submitted by you in connection with The Odyssey service and shall use such information in accordance with the privacy policy.

You acknowledge and agree that your submission of any information is at your sole risk, and to the maximum amount permitted by law, The Odyssey hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

### **Intellectual Property**

You acknowledge that content of The Odyssey's services and website are subject to copyright and accordingly you shall ensure that The Odyssey's services and website are for your sole use within the environments provided and may not be copied, reproduced, rebroadcast or commercially exploited in all or any part.

### **Links**

The Odyssey does not review all of the websites or information linked to its website and is not responsible for the contents of any such websites that are linked to our services. The inclusion of any

link does not imply endorsement or acceptance of such website by The Odyssey. Use of any such linked website is at the user's own risk and discretion.

### **Revisions and Errata**

The materials appearing on The Odyssey's website could include technical and/or photographic errors. The Odyssey does not warrant that any of the materials on its website are accurate, complete, or current. The Odyssey may make changes to the materials contained on its website at anytime and at its sole discretion without notice. The Odyssey does not, however, make any commitment or guarantees to update the materials.

### **Governing Law**

Any claim relating to The Odyssey's website and services shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

### **Termination**

You are free to stop using The Odyssey's services and website at any time and at your sole discretion. However, The Odyssey reserves the right to suspend or end the use of services and access to The Odyssey's website at any time and without notice. For example, The Odyssey may suspend or terminate your use of services and access to the website if you are not complying with these Terms of Service, or use The Odyssey's services and website in a manner that would cause us legal liability, disruption to The Odyssey's services and website, or disrupt others' use of the services and website.

Prohibited actions and content that could lead to suspension and/or termination to use of services is as follows:

- (a) An attempt to gather information from other users without their explicit consent.
- (b) Post/Upload any malicious content, pornographic content (including external links), viruses, malware, trojans, or discriminant content. This is not an exhaustive list of items, thereby suspension and/or termination of accounts is at the sole discretion of the Administrators of The Odyssey.
- (c) Engage in any kind of illegal activities, and agree to abide by the laws of the United States of America.
- (d) Attempt to circumvent any suspension and/or termination of The Odyssey's services and website without the express written consent of The Odyssey.
- (e) Bully, harass, or intimate any user of The Odyssey's services and website.
- (f) Engaging in disruption communications which prevents the clean flow of communication between users and The Odyssey's services and website. This includes, but is not limited to flooding, off-topic posting, replying to content with unrelated information, non-English

communication, improper use of the English language (as in Leet speak or alternating letter casing), exceedingly large images, ASCII art, and links that do not go to the stated destination.