

TERMS OF SERVICE

By playing this online game, namely "ChemPractice", you agree to the following Terms of Service:

Definitions: In the following Terms of Service, "You", "Yours", "Participant" will refer to the user of the provided service, and "Cabezon Games", "Our", "Ours", "We" will refer to the provider of this service, namely "Cabezon Games".

Other Definitions:

- Consumer - An individual who uses our services for personal, non-commercial purposes outside of their trade, business, craft, or profession. (See business user)
- Copyright - A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others, subject to certain limitations and exceptions (such as "fair use" and "fair dealing").
- Disclaimer - A statement that limits someone's legal responsibilities.
- Indemnify or Indemnity - An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.
- Intellectual property rights (IP rights) - Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.
- Liability - Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.
- Organization - A legal entity (such as a corporation, non-profit, or school) and not an individual person.
- Services - The Cabezon Games services that are subject to these terms are the products and services listed at <http://cabezongames.com>, including:
 - ChemPractice-English-2.3
 - ChemPractice-Francais-v2.1
- Trademark - Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.
- Warranty - An assurance that a product or service will perform to a certain standard.
- Your content - Things that you create, upload, submit, store, send, receive, or share using our services, such as reviews you submit through the website hosting the game or on the Cabezon Games website.

Intellectual Property: Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others: We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws,
- respect the rights of others, including privacy and intellectual property rights, and
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others.

If you find that others aren't following these rules, our service and website provide contact information that allow you to report abuse. We reserve the right to act in the manner we see fit in such instances.

Don't abuse our service: Most people who access or use our services understand the general rules that keep the internet safe and open. Unfortunately, a small number of people don't respect those rules, so we're describing them here to protect our services and users from abuse. In that spirit:

You must not abuse, harm, interfere with, or disrupt our services or systems — for example, by:

- introducing malware
- spamming, hacking, or bypassing our systems or protective measures
- jailbreaking, adversarial prompting, or prompt injection, except as part of our safety and bug testing programs
- accessing or using our services or content in fraudulent or deceptive ways, such as:
- phishing
- creating fake accounts or content, including fake reviews
- misleading others into thinking that generative AI content was created by a human
- providing services that appear to originate from you (or someone else) when they actually originate from us
- providing services that appear to originate from us when they do not
- using our services (including the content they provide) to violate anyone's legal rights, such as intellectual property or privacy rights
- reverse engineering our services or underlying technology, such as our machine learning models, to extract trade secrets or other proprietary information, except as allowed by applicable law
- using automated means to access content from any of our services in violation of the machine-readable instructions on our web pages (for example, robots.txt files that disallow crawling, training, or other activities)
- using AI-generated content from our services to develop machine learning models or related AI technology
- hiding or misrepresenting who you are in order to violate these terms
- providing services that encourage others to violate these terms

License: Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Cabezón Games with that permission through this license.

What's covered: This license covers your content if that content is protected by intellectual property rights.

What's not covered: This license doesn't affect your privacy rights — it's only about your intellectual property rights. This license doesn't cover these types of content:

- publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
- feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

Scope: This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no monetary fees for this license

Rights: This license allows Cabezón Games to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
 - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

Purpose: This license is for the limited purpose of:

- operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
 - for spam, malware, and illegal content
 - to recognize patterns in data, such as determining when to suggest new features of our services
 - to customize our services for you, such as providing recommendations and personalized content, and ads.

This analysis occurs as the content is sent, received, and when it is stored.

- using content you've shared publicly to promote the services. For example, to promote a service, we might quote a review you wrote.
- developing new technologies and services consistent with these terms

Duration: This license lasts for as long as your content is protected by intellectual property rights. If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it.

- If you make your content available through other companies' services.

Using our services: You're responsible for what you do with our service and assume full liability (see Liability Waiver below).

Service-related communications: All communications about our services are carried out exclusively through our website; we will never contact you personally. You are responsible for any communications regarding our services.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content:

Your content: Our services give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action.

Removing your content: If any of your content (1) breaches these terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Cabezon Games, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's intellectual property rights.

Our Content: Some of our services include content that belongs to Cabezon Games — for example, many of the visual illustrations you see in our ChemPractice game. You may use our content as allowed by these terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.

Other content: Finally, some of our services give you access to content that belongs to other people or organizations — for example, some assets in our ChemPractice game. You may not use this content without that person or organization's permission, or as otherwise allowed by law.

In case of problems or disagreements:

Warranty disclaimer: We built our reputation on providing useful, reliable services like ChemPractice, and we're continuously improving our services to meet your needs. However, for legal purposes, we offer our services without warranties unless explicitly stated in our service-specific

additional terms. The law requires that we explain this using specific legal language and that we use capital letters to help make sure you see it, as follows:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON’T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

DON’T RELY ON THE SERVICES FOR MEDICAL, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY CONTENT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL.

Liabilities: To understand your liability and responsibilities, please see the liability waiver below. By participating in our services, you agree to the liability waiver below.

Settling disputes, governing law, and courts: For information about how to contact Cabezon Games, please visit our contact page. New Mexico law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Bernalillo County, New Mexico, USA, and you and Cabezon Games consent to personal jurisdiction in those courts.

About these terms: By law, you have certain rights that can’t be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights. These terms describe the relationship between you and Cabezon Games. They don’t create any legal rights for other people or organizations, even if others benefit from that relationship under these terms. If these terms conflict with the service-specific additional terms, the additional terms will govern for that service. If it turns out that a particular term is not valid or enforceable, this will not affect any other terms. If you don’t follow these terms or the service-specific additional terms, and we don’t take action right away, that doesn’t mean we’re giving up any rights that we may have, such as taking action in the future. We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we’ll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don’t agree to the new terms, you should remove your content and stop using the services.