

Terms of Service

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Please read the Terms carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of the Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Orange, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

BY ACCESSING AND USING THIS WEBSITE IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT USE OR POST INFORMATION ON THIS WEBSITE IN ANY MANNER.

Modifications to these terms

Orange may change, modify, update, add, or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of this Website following the posting of any changes, will signify your acceptance of those changes.

Changes to this website

In an effort to continually improve this Website and its usefulness to you, we may add additional services or make changes to existing services. In the event that Orange makes such changes, these Terms shall apply to the new services and to any changes to existing services.

User information

To use certain parts of this Website, you will be asked to provide information about yourself, such as your first name, e-mail address, phone number, discord handle, password, city, state, country zip code, or postal code. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Orange immediately of any unauthorized use of your account or password, or

any other breach of security. You may be held liable for losses incurred by Orange or any other user of or visitor to this Website due to the use of your Discord ID, password, or account by another person.

You may not use anyone else's Discord ID, password, or account at any time without the express permission and consent of the holder of that Discord ID, password, or account. Arena user account and passwords are for individual use only and should not be shared. Group-based and generic accounts are prohibited. Orange cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Privacy policy

Orange respects your desire for privacy and takes care to protect the personal information you provide us. Orange's privacy policy can be found at www.Orange.com/privacy . By using this Website, you are consenting to the terms of our privacy policy.

Orange has security measures in place to protect the loss, misuse, and alteration of the information under Orange's control. These security measures are described in our privacy policy.

Although Orange has taken the steps described in our privacy policy to ensure that your personal information is delivered and disclosed only in accordance with our privacy policy, Orange does not guarantee that the personal information you provide will not be intercepted by others and decrypted.

Responsibilities of Contributors

If you manage a tournament on the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

The Content is not pornographic, libellous or defamatory (more info on what that means), does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

Your tournament is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods;

Your tournament is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your tournament's URL or name is not the name of a person other than yourself or company other than your own; and

You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Orange or otherwise.

By submitting Content to Orange for inclusion on your Arena.orange.be tournament page, you understand that the Content will be available for the public to see. You grant Orange a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your tournament. If you delete Content, Orange will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Orange has the right (though not the obligation) to, in its sole discretion (i) refuse or remove any content that, in its reasonable opinion, violates any Orange policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in its sole discretion. Orange will have no obligation to provide a refund of any amounts previously paid. Orange has no obligation to pre-screen any Content and is not responsible for the posting of such Content. Further, Orange is not responsible for any failure or delay in removing Content.

Cancellation Policy

All Arena Premier Subscribers acknowledge that all subscription fees are charged automatically on a recurring basis until the Arena Premier Subscriber cancels their subscription (both month-to-month and annual plans). Arena Premier Subscribers may cancel their subscription by logging into their Arena account and going to the subscriptions page under user settings. Please keep in mind that you are solely responsible for properly canceling your account. You must email support before or on the payment due date. However, you can also contact support if you are having difficulty or need help.

Refunds

All Arena Premier subscriptions (month-to-month and annual plans) include a 48-hour money-back guarantee, no questions asked.

After 48 hours, Arena Premier plans (month-to-month and annual) are billed in advance on a monthly or annual basis and are non-refundable; no refunds will be issued. Arena does not offer prorated refunds for canceled subscription plans. There will be no refunds for partial months of service or refunds for months unused with an open account. In order to treat everyone equally no exceptions will be made.

Community contributions are non-refundable.

Feedback

We encourage you to provide us with feedback. You agree that we may use in any manner and without limitation all comments, advice, recommendations, suggestions, complaints, and other feedback you provide relating to this Website, Orange products and/or services, and that Orange will own all intellectual property that we create based upon or incorporating your feedback.

No unlawful or prohibited use

While using this Website, you may NOT do the following:

Restrict or inhibit any other user from using and enjoying this Website

Post or transmit any unlawful, fraudulent, libelous, defamatory, racist, sexist, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind

Post or transmit any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, constitute unauthorized practice of a professional service, or otherwise violate any local, state, national, or foreign law, including without limitation U.S. export control laws and regulations

Use the "Orange" or "Arena" names, domain names, trademarks, logos, or insignia in your user or screen name, or in any other manner, that would imply that you work with or are affiliated with Orange

Pretend that you are, or that you represent, someone else or impersonate any other person or entity

Invade the privacy or violate any personal or proprietary right of any person or entity

Post or transmit any advertisements, solicitations, chain letters, pyramid or Ponzi schemes, investment opportunities or schemes, or other unsolicited commercial communication (except as

otherwise expressly permitted by Orange), or engage in spamming, phishing, or denial of service attacks

Post, publish, transmit, reproduce, distribute, or in any way exploit any information, software, or other material obtained through this Website for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

Use the Website to generate traffic for other sites

Infringe the intellectual property rights or similar rights, including but not limited to copyrights, trademarks, and patents, of any person or entity

Upload, post, publish, transmit, reproduce, or distribute in any way information, software, or other material obtained through this Website, which is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder

Upload, post, publish, reproduce, transmit, or distribute in any way any component of this Website itself or derivative works with respect thereto without Orange's prior written consent, as this Website is protected under U.S. and international copyright laws

Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this Website or Orange's systems or networks, or any systems or networks connected to this Website or to Orange

Forge headers (headings) or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Orange on or through this Website or any service offered on or through this Website

Use any robot, spider, scraper, or other automated means to access this Website or services for any purpose without our express written permission; however, this provision shall not apply to the indexing or updating of search engines

Post or transmit any information or software that contains a virus, Trojan horse, worm, or other harmful component

Post or transmit any information, file, or software that contains, but not limited to, a virus, Trojan horse, worm, adware, spyware, crimeware, online graffiti tagger, dropper, rootkit, keylogger, bot, or any other harmful software program or program element

Links to third party websites and services

In attempting to provide you with comprehensive and useful resources, this Website may contain links to third-party websites, which are not under the control of Orange. Orange is not responsible for the content or products provided by any linked site or any link contained in a linked site, or any changes or updates to such sites. Orange is providing these links to you only as a convenience, and the inclusion of any link does not imply that Orange endorses, guarantees, or accepts any responsibility for the content or products on such a third-party site.

In connection with your use of this Website, you may be made aware of services, products, offers, and promotions provided by third parties, and not by Orange. If you decide to use third-party services or products, you are responsible for reviewing and understanding the terms and conditions

governing any third-party service or product. You agree that the third party, and not Orange, is responsible for the performance of the third-party services or products.

Procedure for making claims of copyright infringement

At Orange, we respect the intellectual property of others. If you believe that your copyrighted work has been copied and is accessible on the Website in a way that constitutes copyright infringement, you are encouraged to notify Orange in accordance with the Digital Millennium Copyright Act. Please contact us to report possible copyright infringement. When contacting us, please provide Orange's copyright agent with the following information:

A full description of the copyrighted work or other intellectual property that you claim has been infringed

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest

A description of where the material that you claim is infringing is located on this Website

Your name, address, telephone number, and e-mail address

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law

A statement signed by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

Orange's agent can be reached by submitting a case through <http://support.Orange.com/response-center>. Inquiries that are not relevant to the claim of copyright infringement will not receive a response.

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ORANGE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THIS WEBSITE WILL BE FREE OF ALL VIRUSES, MALWARE, CONTAMINATION, OR DESTRUCTIVE FEATURES, INCLUDING BUT NOT LIMITED TO ALL VIRUSES, MALWARE, TROJAN HORSES, WORMS, ADWARE, SPYWARE, CRIMEWARE, ONLINE GRAFFITI TAGGERS, DROPPERS, ROOTKITS, KEYLOGGERS, BOTS, OR OTHER HARMFUL SOFTWARE PROGRAM OR PROGRAM ELEMENTS. IN ADDITION, ORANGE IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY THIRD PARTY SERVICE PROVIDER, OR PARTNER, WHETHER ONLINE OR OFFLINE. NO ORAL OR WRITTEN INFORMATION RECEIVED BY ORANGE, ITS SUPPLIERS, OR OBTAINED OTHERWISE WILL CHANGE THIS DISCLAIMER. Some jurisdictions do not allow these limitations, so the above limitations may not apply in your jurisdiction.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ORANGE BELGIUM S.A. (OR ORANGE'S OFFICERS, DIRECTORS, INVESTORS, SUBSIDIARIES, AGENTS, ASSIGNEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR EMPLOYEES) SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES (EVEN IF ORANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THIS WEBSITE, REMOVAL OR TERMINATION OF THIS WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ERRORS OR OMISSIONS IN CONTENT ON THIS WEBSITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE, INSTRUCTION, INFORMATION OR SERVICES PROVIDED BY OR LINKED FROM THIS WEBSITE, OR ANY OTHER MATTER RELATING TO THIS WEBSITE. IN NO EVENT SHALL ORANGE'S AND ITS SUPPLIERS' CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THIS WEBSITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO ORANGE DURING THE PRIOR YEAR FOR THE SPECIFIC SERVICE AT ISSUE, OR €100.00, WHICHEVER AMOUNT IS LESS. Some jurisdictions, such as New Jersey, do not allow these limitations, so the above limitations do not apply in New Jersey and may not apply in your jurisdiction.

Indemnification

You shall indemnify, defend, and hold harmless Orange, its affiliates, and their respective officers, employees, and agents from any and all claims, demands, damages, costs, and liabilities, including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions that arise from your wrongful use of this Website in violation of its terms. Orange reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate as fully as reasonably required in the defense of any claim. The foregoing indemnification provision shall not apply to the extent that any claims, demands, damages, costs, or liabilities, are the result of Orange's own negligence, fraud, willful injury or willful violation of law.

Disclosure of use

Orange may disclose any information we have about you (including your identity), any transmittals or communications by you, and your use of this Website or any services made available on this Website if we determine that such disclosure is necessary to (1) comply with legal process, (2) comply with any investigation or complaint regarding your use of this Website, (3) enforce these Terms of Use, (4) respond to claims that any such data violated the rights of others, or (5) protect the rights, property, or personal safety of Orange, its employees, and visitors to or users of this Website, including Orange's customers, and the public.

Orange reserves the right at all times to disclose any information that Orange deems necessary to comply with any applicable law, regulation, legal process, or governmental request. Orange may also disclose your information when Orange determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

Termination

You agree that Orange may, in its sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines that may be associated with your use of the Website, or for other reasons that may include but are not limited to (1) requests by law enforcement or other government agencies, (2) a request by you to remove your account, (3) discontinuance or material modification of the Website or any service offered on or through the Website, or (4) unexpected technical issues or problems.

In the event this agreement is terminated, the restrictions regarding Content or materials appearing on the Website, and the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive termination. In the event that you are unsatisfied with the Website or any services that may be provided by Orange, your sole remedy is to terminate this agreement.

If Orange does take any legal action against you as a result of your violation of these Terms of Use, Orange will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any injunctive or equitable relief granted to Orange. You agree that Orange will not be liable to you or to any third party for termination of your access to the Website.

Governing law

These Terms and your use of this Website will be governed by the laws of Belgium, without regard to conflicts of law provisions; all claims and actions must be brought in the appropriate state or federal court located in Brussels; and, you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You waive all defenses of lack of personal jurisdiction and venue.

Miscellaneous

Orange may assign these Terms at any time to any subsidiary, or any affiliated company, or as part of the sale, merger with, or other transfer of Orange to another entity. You may not assign this agreement. These Terms constitute the entire agreement between you and Orange regarding this subject matter, and they govern your use of this Website. The failure of Orange to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid, the parties nevertheless agree that the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect. Regardless of any statute or law to the contrary, except in New Jersey, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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