

## **TERMS OF SERVICE**

These Terms of Service (these “**Terms**”) set forth the terms and conditions upon which the site my-levelup-content (“**my-levelup-content**,” “**us**,” “**our**” or “**we**”) supported by this advertising domain will offer you the Services. You and my-levelup-content shall be known collectively as the “**Parties**” and singularly as a “**Party**”.

**By registering for an Account, you are entering into this binding contract with the my-levelup-content entity indicated in Section 14.9 (Contact Us) and represent that you have the authority to bind yourself to these Terms. Please read these Terms and policies carefully.**

These Terms and supporting policies constitute the entire agreement between you and my-levelup-content related to your access and use of the Services and the provision of any information by you to my-levelup-content through the Services.

These Terms may be modified from time to time by us posting the updated Terms through the Services. You are responsible for reviewing the revised Terms and/or any applicable postings. CONTINUED USE OF THE SERVICES AFTER SUCH CHANGES OR POSTINGS WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES OR POSTINGS. We may change the Services or delete any features or functionality, or any aspect of the Services, in any way at any time for any reason.

### **1. OVERVIEW**

my-levelup-content provides a subscription service that allows our subscribers to play games, download applications, ringtones, wallpapers, and fitness content, stream movies and series, and much more (the “**my-levelup-content Content**”) on certain Internet-connected devices, including, but not limited to, mobile phones, PCs, tablets, etc. (each a “**Device**”). “**Services**” means the services provided by my-levelup-content to you for discovering and accessing my-levelup-content Content, including all features and functionalities, recommendations and reviews, on our website available at my-levelup-content.com, user interfaces, as well as all my-levelup-content Content and software associated with our service.

### **2. ACCOUNT**

**2.1. Registration.** To use the Services, you must have Internet access, a Device and register for an account online at my-levelup-content.com by going to the site directly, or indirectly by clicking on an advertising banner on a third party site promoting the Services (as “**Account**”). By registering for an Account, you represent, warrant, and signify that: (i) you have read, understand, and agree to be bound by these Terms, as may be amended from time to time, (ii) any information you provide to us, both when you register for an Account and in the future, is and will be true, accurate, current, and complete, and (iii) you are the owner of the Device.

**2.2. Account Information.** You are responsible for maintaining the confidentiality of your Account login credentials and for all access to and use of the Services through such login credentials (whether or not authorized by you). You may not share your Account with anyone, and you agree to immediately notify us of any unauthorized use or disclosure of your login credentials by sending an email to [support@my-levelup-content.com](mailto:support@my-levelup-content.com). You agree to keep your password secure. my-levelup-content will not be liable in any way if we are unable to retrieve or reset a lost password. You agree that we may deny access, use, and/or registration privileges to any Account at any time and in our sole discretion, including if we have reason to believe an Account was created with false information or otherwise used for fraudulent purposes. If you make changes to your settings or user permissions within the Services, it may take some time for our system to process the change and you acknowledge that those changes may not take effect immediately.

### **3. BILLING**

**3.1. Fees.** You may purchase a paid subscription for the Services from my-levelup-content or through a third party as a value added service, such as your mobile phone carrier (“**Mobile Phone Carrier**”), and will incur a recurring subscription fee for the Services, including taxes and possible transaction fees (“**Subscription Fees**”). You can find details for the Subscription Fees on our website, where we will explain what fee options are available to you.

**3.2. Payment Method.** To use the Services, you must provide one or more Payment Methods as requested during the subscription registration process. You authorize us to attempt a re-charge of the Payment Method associated to your Account in case where your primary Payment Method is declined or no longer available to us for payment of your Subscription Fees. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your Account, we may suspend your access to the Services until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. "**Payment Method**" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your Account with a third party, including without limitation, through a credit card, e-wallet (e.g., Google Pay, Apple Pay), or a Mobile Phone Carrier in the case of a value-added service user.

**3.3. Changes to Pricing.** We may change Subscription Fees from time to time upon written notice to you.

**3.4. Free Trials.** We may offer free trials of the Services to non-subscribers from time to time (each a "**Free Trial**"). A Free Trial may be cancelled by you at any time during the Free Trial-period in accordance with these Terms. Active subscribers are not eligible for any Free Trials, and if you commit any of the following wrongful acts then my-levelup-content may immediately suspend or terminate your Account in accordance with Section 12.3 and pursue all remedies available to it under applicable law: (i) registration of multiple Accounts to access a Free Trial, (ii) deactivation and reactivation of subscriptions in order to (re)access a Free Trial, or (iii) use of misleading and/or deceptive means or communications to gain access to a Free Trial. Users are advised that a Free Trial is at the discretion of my-levelup-content and that such Free Trials may differ in terms of duration and availability per territory or type of Services subscribed to. We advise you to read the advertising materials and terms provided with any Free Trial carefully.

**3.5. Refunds.** Our company values its customers and strives to provide quality products and services. We understand that sometimes, customers may need to request a refund for a purchase made through the Services using an online Payment Method. Refunds for such transactions will be granted in our sole discretion. If you are not satisfied with your subscription, you may request a refund by contacting our customer support team at [support@my-levelup-content.com](mailto:support@my-levelup-content.com). We will review your request and notify you of the outcome of our review. If your refund request is approved, we will credit your Payment Method, less any applicable fees or charges. In the event that a refund is granted, it may take up to 7-10 business days for the refund to appear. The amount and form of such refund, and the decision to provide them, are at our sole and absolute discretion. The provision of refund in one instance does not entitle you to a refund in the future for similar instances, nor does it obligate us to provide a refund in the future, under any circumstances.

**3.6. No Retention of Payment Information.** At no point does my-levelup-content collect and store your payment information, such as credit card details and or account numbers for online payment methods. We use leading payment providers who are all PCI-compliant to facilitate all payments hereunder. We cannot access your payment information, and encourage you not to share this information when contacting us for support. If you have subscribed through your Mobile Phone Carrier, we do not have access to your account directly associated with the Mobile Phone Carrier and thus should a refund be granted then you would need to provide us with your banking details in order for us to refund you directly.

#### **4. CONDITIONS OF USE**

**4.1. Age Requirement.** You must be at least 18 years of age to become a subscriber of the Services. Individuals under the age of 18 may only utilize the Services with the consent of a parent or legal guardian, under such person's Account and otherwise subject to these Terms.

**4.2. Authorized Use Policy for the Services ("AUP").** The Services, including any content accessed therethrough, are designed for your personal and non-commercial use. You may use the Services for the following purposes:

4.2.1. **Contact us:** we are here to support, whether you call, email or interact with our Bot friends we are ready to assist with any queries you may have;

4.2.2. **Interactions with the my-levelup-content Content:** you may use and/or download my-levelup-content Content within the confines of these Terms;

4.2.3. **Join the community:** whether you are a gamer at heart or a fitness guru, you are invited to join our

community chat of online subscribers; and

4.2.4. **Tell a friend about us:** though we protect the use and association of our brands we encourage our subscribers to spread the word about the Services in a way that encourages new users to join our community of subscribers.

4.2.5. **VPN Use:** We are mindful that VPN use is legal in many territories, and although our sites do not discriminate against such use, we advise that users who use a VPN do so with caution. Please be advised that some Services, prices and terms may differ depending on the VPN server used. It is thus the responsibility of the users to ensure that such VPN usage is turned off when engaging with our Services to receive the correct Services, prices, and terms.

**4.3. Access to my-levelup-content Content.** The my-levelup-content Content available may vary by your subscription-type and geographic location, and may change from time to time.

**4.4. Updates.** my-levelup-content software is developed by, or for, my-levelup-content and may solely be used for accessing the Services through Devices. By using the Services, you agree to receive, without further notice or prompting, updated versions of my-levelup-content and related third party software. If you do not accept the foregoing terms, do not use the Services.

**4.5. Quality of Display.** The quality of the display of the my-levelup-content Content may vary from Device to Device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. my-levelup-content makes no representations or warranties about the quality of your experience displaying the my-levelup-content Content. The time it takes to begin displaying my-levelup-content Content will vary based on a number of factors, including your location, available bandwidth at the time, the my-levelup-content Content you have selected and the configuration of your Device.

**4.6. Devices.** By using the Services, you agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Services. We do not take responsibility or otherwise warrant the performance of Devices, including the continued compatibility with the Services. my-levelup-content offers a variety of Services and some may be limited to specific software or hardware requirements, and it is the user's responsibility to check these before downloading or using the Services.

**4.7. Prohibited Use of the Services.** We aim to provide safe and user-friendly platforms that serve the greater digital community, promoting games, apps, movies, e-learning, and fitness products to all our subscribers. We have a zero tolerance policy towards misuse of the Services and reserve our rights as a company to take any and all applicable legal actions against subscribers who violate these Terms, including the AUP, and any other policy, terms or guidelines provided as part of the Services. To that end, you agree that you will not, directly or indirectly, at any time: (i) share your Account credentials with anyone unless otherwise permitted by my-levelup-content, (ii) bypass or breach, or attempt to bypass or breach, any security device or protection used in connection with the Services, (iii) interfere with or disrupt the integrity or performance of the Services, (iv) input, upload, post, transmit, store or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware or other technologies, devices, or means which may permit unauthorized access to, or destroy, interrupt, disrupt, disable, distort, or otherwise harm or impede the Services in any manner or limit the functionality of any computer software, hardware or telecommunications equipment of my-levelup-content, (v) introduce any harmful code or prevent anyone from accessing or using the Services, including any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device, (vi) access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law, or (vii) upload, post, transmit, store, or otherwise make available content in the Services that is, in my-levelup-content' sole discretion, unlawful, threatening, abusive, defamatory, misleading, fraudulent, pornographic, sexual or otherwise explicit in nature, constitutes unauthorized or unsolicited advertising, or that otherwise violates our rules or policies as may be established or amended from time to time. Any attempt to deliberately impede the normal functioning of the Services is illegal and we shall have the right to claim for any loss and/or damages caused or sustained by us. We further reserve our right to file any further applicable legal actions including but not limited to criminal charges.

**4.8. Keep Our Services Safe.** Each subscriber plays an important role in maintaining the Services' safety and upholding our policies and guidelines, so should you see something that you think may violate our AUP, please help us by reporting issues through emailing our customer support team on support@my-levelup-content.com.

**4.9. Monitoring.** To the maximum extent permitted by applicable law, my-levelup-content may (but assumes no obligation to) monitor any electronic communications you make in connection with the Services and may disclose such information to law enforcement in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with these Terms, and protecting the rights, property, and interests of my-levelup-content or any third party.

**4.10. Third Party Apps.** my-levelup-content may use third party resources to provide certain features or functionality on the Services, including without limitation, Google, Facebook, Instagram ("**Third Party Apps**"). Such Third Party Apps may require that my-levelup-content present to you certain terms and conditions related to your use their products. By accessing and using the Services through such Third Party Apps, you acknowledge and agree to all such third party terms and conditions. my-levelup-content does not assume any responsibility or liability for the availability or accuracy of such features or functionality made available to you via Third Party Apps. Should you elect to enter into a binding contract with any such Third Party Apps, you agree to hold my-levelup-content harmless and hereby release my-levelup-content from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of accepting or using any features or functionality on the Services that are available from such Third Party Apps. Each time you connect your Third Party App to the Services, that Third Party App will present a page that describes the information that my-levelup-content can access because of such connection. At any time, you can revoke our access to that information using the respective Third Party App's security settings page; however, in the event of such revocation, you acknowledge you may be unable to fully utilize all elements of the Services.

## **5. PRIVACY POLICY**

my-levelup-content's privacy policy, available at [my-levelup-content.com/privacy](http://my-levelup-content.com/privacy), is incorporated into and made a part of these Terms (the "**Privacy Policy**"). You hereby agree to such Privacy Policy. Any personal information that you transmit to or through the Services will be used by the my-levelup-content in accordance with the Privacy Policy.

## **6. HEALTH AND FITNESS DISCLAIMER**

THE MATERIAL (INCLUDING WITHOUT LIMITATION, ADVICE AND RECOMMENDATIONS) WITHIN THE SERVICES, IS PROVIDED SOLELY FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES. YOU SHOULD CONSULT YOUR DOCTOR OR OTHER HEALTH CARE PROFESSIONAL BEFORE ATTEMPTING ANY OF THE TIPS, POSITIONS AND/OR GAMES PROVIDED WITHIN THE SERVICES.

SHOULD YOU CHOOSE TO USE THIS INFORMATION WITHOUT PRIOR CONSENT AND/OR RECOMMENDATION FROM YOUR DOCTOR OR HEALTH CARE PROFESSIONAL, YOU ARE AGREEING TO ACCEPT FULL RESPONSIBILITY FOR YOUR DECISIONS AND AGREEING TO HOLD HARMLESS my-levelup-content, OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS FROM ANY LIABILITY WITH RESPECT TO INJURY, DEATH AND/OR ILLNESS TO YOU OR YOUR PROPERTY ARISING OUT OF OR CONNECTED WITH YOUR USE OF THE INFORMATION CONTAINED WITHIN THE SERVICES.

IF AT ANY POINT WHILE ATTEMPTING ANY OF THE TIPS, POSITIONS AND/OR GAMES YOU BEGIN TO FEEL FAINT, DIZZY OR HAVE PHYSICAL DISCOMFORT, YOU SHOULD STOP IMMEDIATELY AND CONSULT A MEDICAL PROFESSIONAL.

DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH AND WELLNESS, ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THIS SITE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

## **7. NO WARRANTIES**

COMPANY PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE SERVICES AND DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF

TRADE, AND (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME, OR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The parties acknowledge that the disclaimers of warranties set forth in this Section are an essential element of these Terms, and the parties would not have entered into these Terms without such disclaimers of warranties. Notwithstanding the foregoing, certain jurisdictions limit disclaimers of warranties. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms will remain in effect to the fullest extent permitted by law.

## 8. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY, OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE SERVICES FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, COST OF REPLACEMENT OR SUBSTITUTE GOODS OR SERVICES, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE BASIS OR THEORY OF ANY CLAIM AND REGARDLESS OF WHETHER COMPANY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, OUR AFFILIATES OR ANY OF THEIR LICENSORS UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SERVICES, REGARDLESS OF THE BASIS OR THEORY OF ANY CLAIM, EXCEED \$1,000.

The parties acknowledge that the limitation of liability and release set forth in this Section are essential elements of these Terms between the parties, and the parties would not have entered into these Terms without such limitation of liability and release. Notwithstanding the foregoing, certain jurisdictions limit limitations of liability and releases. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms will remain in effect to the fullest extent permitted by law.

## 9. INDEMNIFICATION

You release us and will indemnify, defend and hold harmless my-levelup-content and its subsidiaries, affiliates, group entities, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to (i) your breach of any representation or warranty or other obligation contained in these Terms, or (ii) any of Your Content or any Submission (together, "**Claims**"). You will use counsel reasonably satisfactory to us to defend each Claim. If at any time we reasonably determine that any Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement without our prior written consent, which may not be unreasonably withheld.

## 10. YOUR CONTENT

**10.1. Submissions of Your Content.** You may submit content and other information to the Services in a variety of ways, including through your Account and our communication tools ("**Your Content**"). You agree that you are solely responsible for Your Content, including its legality, reliability, accuracy, and appropriateness, Your Content complies with these Terms, and you have all rights in Your Content as necessary to grant the license granted herein.

**10.2. License to Use Your Content.** Unless otherwise agreed by you and my-levelup-content, any of Your Content submitted to the Services remains your property, and you may choose to make it available to others. By submitting Your Content to the Services, you grant my-levelup-content a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free, fully-paid up license to copy, prepare derivative works from, improve, distribute, publish, remove, retain, add, process, analyze, index, tag, use and commercialize such Your Content in any media, form or format now known or hereafter developed, in any manner that is consistent with the Privacy Policy and applicable law.

**10.3. Right to Remove Your Content.** While my-levelup-content is not responsible for Your Content, it may, but has no obligation to, monitor, review or edit Your Content. In all cases, we reserve the right to remove any Your Content for any or no reason, including Your Content that we determine in our sole discretion violates these Terms, threatens the personal safety of our users or the public, or could create liability for my-levelup-content. We may take these actions without prior notification to you, and shall have no liability resulting from any such action.

## 11. INTELLECTUAL PROPERTY RIGHTS

**11.1. Ownership.** my-levelup-content retains all intellectual property rights in and to the Services (including all

copyrights, patents, service marks, trademarks and any other proprietary rights), including but not limited to all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, material and documentation. my-levelup-content also agrees to retain all proprietary marks, legends, patent and copyright notices that appear on the Services.

**11.2. License Grant.** We grant you a non-exclusive, non-transferable, revocable, limited license to use the Services in accordance with these Terms. This license may be revoked upon breach of these Terms by you and shall automatically be revoked upon termination or expiration these Terms. Except as set forth in these Terms, all rights not expressly granted to you are reserved.

**11.3. Feedback.** You grant to my-levelup-content a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free, fully-paid up license to copy, prepare derivative works from, improve, distribute, publish, remove, retain, add, process, analyze, index, tag, use and commercialize any request, comments, suggestion, recommendation, correction, or other feedback provided by you related to the Services.

## **12. TERM AND TERMINATION**

**12.1. Term.** Your access to the Services shall begin on the date you register for your Account and shall continue until terminated in accordance with this Section 12.

**12.2. Termination by You.** You can cancel your subscription at any time, and you will continue to have access to the Services through the end of your billing period. To cancel, go to your Account and follow the instructions for cancellation. If you cancel your subscription, your Account will automatically close at the end of your current billing period.

**12.3.** If you signed up for the Services using your Account with a Mobile Phone Carrier and wish to cancel your subscription, you may need to do so by sending a cancellation SMS message using the unsubscribe keywords provided to you to your Mobile Phone Carrier number provided during the term of your subscription.

**12.4. Termination by my-levelup-content.** my-levelup-content reserves the right to monitor your use of the Services and to suspend or terminate your use of the Services without notice if we determine that you have breached these Terms. In no event will my-levelup-content be liable for suspension or termination of your use of the Services.

**12.5. Effect of Termination.** Upon the termination of these Terms, all license rights granted to you hereunder shall automatically and immediately cease and you shall immediately cease all use of the Services.

**12.6. Survival.** The following provisions will survive the expiration or termination of these Terms: Sections 6, 7, 8, 9, 10.1, 11, 12, 13, and 14.

## **13. CHOICE OF LAW**

**13.1. Governing Law.** These Terms and its subject matter shall be governed in accordance with the laws of the Republic of Cyprus, without reference to its conflict of laws principles. The sole venue for all disputes relating to this Agreement shall be in Cyprus.

**13.2. Class Action Waiver.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND my-levelup-content AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and my-levelup-content agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

## **14. GENERAL**

**14.1. Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between my-levelup-content and you regarding the Services and these Terms supersede and replace all prior oral or written understandings or agreements between my-levelup-content and you regarding the Services. Where applicable, new or unique features or functionality of the Services may be governed by additional terms of use, which shall be clearly posted on such features or functionality of the Services.

**14.2. No Assignment.** You may not, without our prior written consent, assign these Terms, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Terms and will be void. We may assign these Terms to a third party at any time in our sole discretion. These Terms will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

- 14.3. Communications.** You acknowledge that we will communicate with you primarily via email or by posting notices on the Services. You agree that all agreements, notices, disclosures and any other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.
- 14.4. Force Majeure.** my-levelup-content will not be liable for failure or delay to perform its obligations under these Terms to the extent caused by circumstances beyond its reasonable control.
- 14.5. Subcontracting.** my-levelup-content may subcontract any of its obligations under these Terms, but will remain liable for all subcontracted obligations and our subcontractors' acts or omissions.
- 14.6. Notices.** my-levelup-content' notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under these Terms. You must provide any notice to us in writing and send via overnight courier to Basebone Advertising Limited, at 33, Vasilissis Freiderikis Street, Office 203, 1066 Nicosia.
- 14.7. Severability; Waiver.** If any of the provisions of these Terms are, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of these Terms, and these Terms will be construed as if they had never contained such invalid, illegal, or unenforceable provision. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.
- 14.8. Headings.** The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.
- 14.9. Contact Us.** If you have any questions or comments regarding these Terms, please [support@my-levelup-content.com](mailto:support@my-levelup-content.com).