

TERMS OF SERVICE

Effective Date: July 02, 2025

1. Introduction

These Terms of Service ("**Terms**") govern access to and use of the website <https://wishlistgames.net> ("**Website**") operated by **WL Games LTD**, a company incorporated under the laws of the Republic of Cyprus, with its registered office at Aigaiou, 83, office 104, Lakatamia, 2302, Nicosia, Cyprus ("**Company**", "**we**", "**us**", or "**our**").

By accessing or using the Website, you ("**User**", "**you**", or "**your**") agree to be bound by these Terms. If you do not agree with these Terms, you must refrain from using the Website.

The Website is an online information resource intended to provide Users with information about the Company, its products, and related materials. The Website does not offer any paid services, digital content, or platforms for user-generated content unless explicitly stated otherwise.

These Terms are established in accordance with applicable laws of the Republic of Cyprus and Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services (Digital Services Act, "DSA").

2. Acceptance of Terms

By accessing, browsing, or otherwise using Website, User confirms that User has read, understood, and agrees to be legally bound by these Terms, including any policies and documents referenced herein. If User does not agree with these Terms, User must immediately cease any use of Website. Company reserves the right to amend, modify, or update these Terms at its sole discretion at any time. Any changes become effective upon publication on Website unless a different effective date is specified. User's continued use of Website after such publication constitutes acceptance of the revised Terms. If User is accessing Website on behalf of a legal entity, User represents and warrants that User has full authority to bind that entity to these Terms.

3. Use of the Website

User may use Website solely for lawful purposes and in accordance with these Terms.

User is prohibited from:

- Using Website in any manner that violates applicable laws, regulations, or the rights of third parties.
- Attempting to interfere with the operation, security, integrity, or availability of Website, including through introducing malware, denial-of-service attacks, or unauthorized access to Website's infrastructure.
- Using automated systems, software, or scripts to extract data from Website without prior written consent of Company.
- Circumventing, disabling, or otherwise interfering with security-related features of Website.
- Impersonating any person or entity or misrepresenting affiliation with any person or entity.
- Uploading, transmitting, distributing, or making available any content that is unlawful, infringing, harmful, defamatory, obscene, or otherwise objectionable.

Company reserves the right to restrict or terminate User's access to Website at any time if User violates these Terms or applicable laws.

Company does not guarantee continuous, uninterrupted, or error-free access to Website. Access may be suspended or restricted due to maintenance, technical issues, or other reasons at Company's sole discretion.

4. Intellectual Property

Website, including all content, design, text, graphics, logos, icons, images, audio, video, software, code, and any other materials, is owned by Company or its licensors and is protected by applicable laws on intellectual property, including copyright, trademark, and other proprietary rights.

All trademarks, service marks, logos, and trade names displayed on Website are the property of Company or third parties. No right, license, or permission is granted to User to use any of these without prior written consent of Company or respective rights holder.

User is granted a limited, non-exclusive, non-transferable, and revocable license to access and use Website solely for personal, informational, and non-commercial purposes, subject to these Terms.

User is prohibited from copying, reproducing, distributing, modifying, creating derivative works from, publicly displaying, publicly performing, republishing, downloading, storing, or transmitting any part of Website or its content without prior written consent of Company, except as expressly permitted by these Terms or mandatory provisions of applicable law.

Any unauthorized use of Website or its content constitutes a violation of these Terms and may result in civil or criminal liability.

5. User Content

Website does not currently allow user-generated content submissions. If in the future such functionality is introduced, any content submitted by User shall be governed by additional terms, which will form an integral part of these Terms.

6. Third-Party Links

Website may contain links to third-party websites, services, or resources that are not owned or controlled by Company. These links are provided for convenience only and do not constitute or imply endorsement, sponsorship, or recommendation by Company.

Company does not control and is not responsible for the content, privacy policies, terms, or practices of any third-party websites or services. Accessing any third-party website is at User's own risk.

Company disclaims any liability for any loss or damage arising from User's use of or reliance on any third-party websites, services, or content.

7. Disclaimers

Website is provided on an "as is" and "as available" basis without warranties of any kind, whether express, implied, or statutory.

Company makes no representations or warranties regarding:

- Accuracy, completeness, reliability, or availability of Website or any content provided on or through Website.

- Uninterrupted, timely, secure, or error-free access to Website.
- Freedom of Website from viruses, malware, or other harmful components.
- Suitability of Website for any particular purpose.

To the maximum extent permitted by applicable law, Company disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

User assumes full responsibility for use of Website and any decisions made based on information obtained from Website.

8. Limitation of Liability

To the maximum extent permitted by applicable law, Company shall not be liable to User or any third party for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, data, business, goodwill, or other intangible losses, arising out of or in connection with:

- Access to, use of, or inability to access or use Website.
- Any conduct or content of any third party on or linked to Website.
- Any unauthorized access to, use of, or alteration of User's transmissions or data.
- Any errors, omissions, interruptions, defects, delays, failures, or technical malfunctions of Website.

In no event shall Company's total aggregate liability to User for all claims related to use of Website exceed one hundred euros (€100).

Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

9. Indemnification

User agrees to indemnify, defend, and hold harmless Company, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) arising from or related to:

- User's violation of these Terms or applicable law.
- User's misuse of Website.
- User's infringement of any rights of any third party, including intellectual property, privacy, or other rights.
- Any content or information submitted by User, if applicable in the future.

Company reserves the right to assume exclusive control of any matter subject to indemnification by User. User agrees to cooperate with Company in asserting any available defenses.

10. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law provisions.

Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Cyprus.

11. Changes to These Terms

Company reserves the right to amend, modify, or update these Terms at any time at its sole discretion.

Any changes become effective immediately upon publication on Website unless a different effective date is specified. Company may, but is not obligated to, notify User of material changes via Website or other communication channels.

User is responsible for reviewing Terms regularly. Continued use of Website after changes become effective constitutes acceptance of the updated Terms.

12. Contact

If you have any questions about these Terms, please contact us at:

Email: general@wishlistgames.com

Address: Aigaiou, 83, office 104, Lakatamia, 2302, Nicosia, Cyprus