

Terms and Conditions of “Dota 2 Cases Simulator”

Last updated: 21 Jan 2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THEM (BEFORE AGREEING TO THE CONDITIONS CONTAINED IN THEM). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS ENTIRELY OR PARTIALLY, DO NOT USE THE APPLICATION AS WELL AS OTHER SOFTWARE PROVIDED FOR IN THESE TERMS AND CONDITIONS.

These Terms and Conditions (“Terms of Service”, “Terms”) are a legally binding agreement that governs the relationship between you and “Dota 2 Cases Simulator” (“the Service”, “we”, “us”, “our”, “the Application”, “the Mobile Application”, “the Game”) that is available via app stores including the Apple Application Store, Google Play Store.

By downloading, accessing or using “Dota 2 Cases Simulator” and accepting these Terms, you agree that you have read, understood and agree to be bound by these Terms. If you do not agree to these terms, do not use the service.

Your use of the “Dota 2 Cases Simulator” is entirely at your own risk. You are solely responsible to ensure that your use of the “Dota 2 Cases Simulator” in the jurisdiction where you reside is permitted pursuant to all local laws and regulations. “Dota 2 Cases Simulator” will not be liable to you or any of the players for any damages or loss incurred by you or any other person as a result of or in connection with use of “Dota 2 Cases Simulator”.

“Dota 2 Cases Simulator” has no control over Third-Party Services. Application stores and platforms that “Dota 2 Cases Simulator” uses to operate may provide their own terms, which apply to your relationship with those app stores and platforms.

“Dota 2 Cases Simulator” reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service. “Dota 2 Cases Simulator” expressly waives any warranties, direct or indirect, towards the user regarding the service, including but not limited to any indirect warranties towards quality, suitability for specific purposes and observation of rights and law. The service shall be provided “as is” without further warranties of any nature. You shall assume all risks related to any damage and losses arising from use or impossibility of using the service. “Dota 2 Cases Simulator” does not guarantee that the service meets your requirements and that service operation will be unfailling and error-free.

Amendment of Terms

The Company reserves the right to modify, remove, add, amend, extend or otherwise change the Terms at any time. The continued use of the Game constitutes your acceptance to such changes. If you do not agree to these Terms, you have no right to access and/or obtain information from or otherwise continue using the Game. Accordingly, you are responsible for reviewing these Terms from time to time so that you will be apprised of any changes. At all times, the latest version of these Terms shall be binding and prevail over any other version.

Limited License to use the Service

From the moment of acceptance of this Terms, "Dota 2 Cases Simulator" grants to you non-transferable, non-sublicensable, non-exclusive, revocable limited license subject to the limitations below to access and personal use the Service for your own non-commercial purposes. You agree not to use the Service for any other purpose.

"Dota 2 Cases Simulator" rights include:

- At any time, to unilaterally reduce, expand, or change the contents of the Service without providing any notices;
- To direct the Service and gameplay according to its sole discretion, to suspend or change the course of gameplay, or to change the rules of the Service without providing any notices;
- At any time, to suspend, restrict, and/or terminate your access to the Service in accordance with this Terms, including cases where such action is due to your non-compliance with this Terms;
- For the purpose of collecting statistical data and your identification, to determine and store information about you and to use technical information files;
- To send you messages that are of an informational or technical character and related to the Service;
- To take any steps not prohibited by law to protect intellectual property rights in respect to the Service;
- In the case of a suspension, limitation, or termination of your access to the Service in connection with you breach of these Terms, to renew your access to the Service by early unblocking of your account. The procedure and conditions for such unblocking shall be determined at the discretion of "Dota 2 Cases Simulator".

Gameplay

In the Game you can get items by opening virtual "cases". The "virtual in-game items" obtained can be moved to your virtual inventory or sold for a virtual game

currency - Shard (Shards). "Virtual in-game items" and virtual currency have no monetary value, cannot be exchanged for cash, property or anything else except the benefits of the Game.

The system (software) "Dota 2 Cases Simulator" distributes virtual objects in random order in an unlimited number of "cases". "Virtual in-game items" of different value and rarity are placed in the different categories of "cases".

The Service reserves the right to correct results retrospectively or to declare results void if the result of the Game was caused by a technical default or a Player's fraudulent behavior.

Purchase Terms

In the Service you may purchase, with "real world" money, a limited, personal, non-transferable, non-sublicensable, non-exclusive, revocable license to use (a) "virtual in-game items"; (b) "premium" subscription and (c) other goods or services ("Merchandise"). You are only allowed to purchase In-Service Content from us or our authorized partners through the Service, and not in any other way.

"Virtual in-game items" includes:

Shards (virtual game currency);

Slots (virtual inventory slots);

"Exclusive" cases.

Some parts of the Service are billed on a subscription basis ("Premium Subscription(s)", "Subscription(s)"). Subscription provides access to some content or services from within the Game on an ongoing basis. Subscriptions may be available at different fees chargeable for a set period of time specified in the Game ("Subscription Period"). Payment will be billed on the User's account in a third-party platform (such as AppStore or Google Play) when the User confirms the Subscription by available confirmation tools within the Application.

"Premium Subscription" includes:

No ads;

Possibility to open "Premium" virtual cases including new "Virtual in-game items";

Receiving "Exclusive" case every 15 minutes;

Possibility to use 15 more virtual inventory slots in the Game;

Possibility to update store 10 times per day;

Possibility to get 2 rewards for each new rank;

Possibility to sell for a virtual game currency (Shards) multiple "Virtual in-game item" at once;

Possibility to get "Premium" emblem.

Subscription is automatically renewable, unless you turn off it at least 24 hours before the expiry of the current Subscription. Subscription Fee shall be taken from your Account during 24 hours preceding the expiry of the current Subscription. In case Subscription Fee cannot be taken from your Account due to absence of monetary funds, invalidity of credit card or for any other reasons, your Subscription is automatically canceled.

Once you have bought a Subscription, you can manage it and switch off automatic renewal at any time after the purchase in your Account setting. You cannot cancel your current Subscription if it has already been activated. Except when required by law, paid Subscription Fees are non-refundable.

"Dota 2 Cases Simulator" in its sole discretion and at any time may modify the Subscription Fee. Any Subscription Fee change will become effective at the end of the current Subscription period. You will be provided a reasonable prior notice of any change in Subscription Fee. If you do not take action to agree to the increase in Subscription Fee, your Subscription shall expire at the end of the current Subscription period.

You acknowledge and agree that all billing and transaction processes are handled by App Store or Google Play, from which platform you downloaded the App, and are governed by their terms and conditions. If you have any payment related issues, then you need to contact the App Store or Google Play directly. "Dota 2 Cases Simulator" is not a party to such an agreement between you and platform operator and shall not be liable for any obligations or damage arising thereof.

"Dota 2 Cases Simulator" may manage, regulate, control, modify or eliminate In-Service Content and/or Merchandise at any time, with or without notice. "Dota 2 Cases Simulator" shall have no liability to you or any third party in the event that "Dota 2 Cases Simulator" exercises any such rights.

The transfer of In-Service Content and Merchandise is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer In-Service Content or Merchandise to any person or entity.

In the event that you receive paid In-Service Content without payment and/or incomplete payment, and/or virtual currency is not debited from your Account to pay for such paid In-Service Content as a result of a technical error or a Service failure or a conscious user action, you are obliged to inform "Dota 2 Cases Simulator" of this fact.

Except when required by law, paid Subscription Fees are non-refundable.

You acknowledge that "Dota 2 Cases Simulator" is not required to provide a refund for any reason, and that you will not receive money or other compensation for unused In-service Content and/or Merchandise when you delete your account, when you cease to use the Game or when your account suspended or removed from the service by "Dota 2 Cases Simulator".

You agree and are aware that the removal of the Mobile Application "Dota 2 Cases Simulator" from the device entails the loss of all In-Service Content (Chards, Slots, Cases).

Restrictions

By using "Dota 2 Cases Simulator", you agree not to:

Reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code of the Service;

Use the Service for illegal purposes or to conduct illegal activities;

Interfere with or disrupt the integrity or performance of the Service;

Attempt to gain unauthorized access to any part of the Service or its related systems;

Modify or create derivative works based on the Service;

Use the Service in any way that may harm, disrupt, or exploit the interests,

reputation, or rights of "Dota 2 Cases Simulator" or any third parties involved;

Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

Use or distribute any software or tools that are intended to automate actions on the Service, including scripts and bots;

Attempt to manipulate or alter the results of gameplay or outcomes of cases opened in the Game through any means not expressly authorized by the Service;

Access or attempt to access any data not explicitly provided by the Service for access;

Violate any applicable law or regulation while using the Service.

Updates and Modifications

In order to improve the Service, "Dota 2 Cases Simulator" reserves the right to introduce automatic updates and modifications into the Service (if applicable) so long as your device is connected to the Internet, without needing to install the said updates and modifications manually. In order to ensure efficiency of the mentioned updates and modifications and to enable you to continue using the Service, you hereby express consent to the introduction of such updates and modifications. All updates constitute an integral part of the Service and the rules of these Terms shall apply to such updates.

You also agree that “Dota 2 Cases Simulator” may require you to accept and download updates for further use or access to the Service when it is necessary for proper functioning of the Service.

“Dota 2 Cases Simulator” may modify functions and informational contents of the Service at any time at its own discretion without additional notice to you.

Limitation of Liability

Access to, and use of, any game is at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting from.

You must connect to the internet in order to use the service where it is necessary. All costs of the internet connection shall be incurred by you. “Dota 2 Cases Simulator” shall not be liable for any damage caused to you as a result of connection to the internet or installation of malicious software on your device.

“Dota 2 Cases Simulator” shall not be liable for any damages, losses, or expenses arising out of or in connection with the use or inability to use the Service, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. In the event that applicable laws do not allow the exclusion of liability for incidental or consequential damages, the above limitation may not apply to you.

Applicable Law, Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the country in which you reside. You agree to submit to the exclusive jurisdiction of the courts located in that country for any legal proceedings arising out of or relating to these Terms or the Service.

Termination

These Terms remain valid until one of the Parties unilaterally repudiates fulfillment of the terms and conditions hereof. You may terminate these Terms at any time by deleting the Service from your device (applicable for mobile applications).

Without limiting “Dota 2 Cases Simulator” may limit, suspend or terminate or prohibit access to the service and accounts or portions thereof, and their content, delay or remove hosted content, and take technical and legal steps to prevent users from accessing the service if we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with our terms or policies.

Any violation of these Terms entitles “Dota 2 Cases Simulator” to immediately terminate the user's account without notice.

After termination of these Terms, you shall be obliged to stop using the Application and remove (uninstall) the Application (its copies) from his devices.

Apple Application Store Additional Terms and Conditions

The following additional terms and conditions apply to you if you are using the Game from the Apple Application Store.

“Dota 2 Cases Simulator” and you acknowledge that this Agreement is concluded between “Dota 2 Cases Simulator” and you only, and not with Apple, and “Dota 2 Cases Simulator”, not Apple, is solely responsible for the Service and the content thereof. To the extent this Agreement provides for usage of the rules for the Service that are less restrictive than the Usage Rules set forth for the Service in, or otherwise is in conflict with, the Application Store Terms of Service, the more restrictive or conflicting Apple term applies.

The license granted to you for the Service is limited to a non-transferable license to use the Service on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the Application Store Terms of Service.

“Dota 2 Cases Simulator” is solely responsible for providing any maintenance and support services with respect to the Game, as specified in this Agreement or as required under applicable law. “Dota 2 Cases Simulator” and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Game.

“Dota 2 Cases Simulator” and you acknowledge that “Dota 2 Cases Simulator”, not Apple, is responsible for addressing any claims of you or any third party relating to the Game or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit “Dota 2 Cases Simulator” liability to you beyond what is permitted by applicable law.

“Dota 2 Cases Simulator” and you acknowledge that, in the event of any third-party claim that the Game or your possession and use of the Game infringes the third party's intellectual property rights, “Dota 2 Cases Simulator” not Apple, will be solely responsible for investigation, defending, settlement and discharge of any such intellectual property infringement claim.

“Dota 2 Cases Simulator” and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your

acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

Contact us

dota2.case.simulator@gmail.com