

Terms of Use

Welcome to KOTAKU USA LLC, the owner and operator of KOTAKU.com. These terms of service (“Terms”) serve as an agreement between you and KOTAKU (“KOTAKU,” “We” or the “Company”) and governs your access to and use of the Services, Sites, and Applications offered by KOTAKU. Your access to and use of the Sites is conditioned on your acceptance of and compliance with these Terms.

USER AGREEMENT

The following Terms describe the terms and conditions on which we offer you access to our Sites and Services, defined below. Capitalized terms used in these Terms shall have the meanings set forth below under “Definitions” or in the text of these Terms. Our offer to allow you to access the Sites and Services is conditioned on your agreement to all of the terms and conditions contained in these Terms, including your compliance with the policies and terms linked to (via URLs or hyperlinks) from this Agreement, such as our [Privacy Policy](#). If you do not agree to be bound by these Terms in their entirety, you must cease accessing or otherwise using the Sites and Services in any way. Your use of any of the Sites or Services constitutes your agreement to these Terms.

We may amend these Terms at any time in our sole discretion, effective upon posting of the amended Terms on our Sites. Your continued use of our Sites or Services after the posting of amended Terms constitutes your agreement to the amended Terms. If you do not agree with these Terms, you may stop using our Sites or Services at any time. Your use of our Sites or Services constitutes your agreement to these Terms.

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will constitute consent to such amendments. However, if you cease using the Sites or Services upon such publication, your relationship with us will continue to be controlled by the previous version of these Terms. You agree that you will periodically check this page for updates to these Terms and read the messages we send you to inform you of any changes.

DEFINITIONS

“Company” or “KOTAKU” or “We” shall mean KOTAKU USA LLC and/or any of its affiliates, individually and collectively, doing business as KOTAKU or otherwise. “Company Parties” shall mean the Company, its affiliates and subsidiaries, and any of their directors, employees, agents, attorneys, third-party content providers, distributors, licensees or licensors.

“Service” or “Services” shall mean any of the internet based or other services offered by the Company, including, but not limited to, those described in this Agreement, whether through a website owned or controlled by the Company, through a social networking system, a mobile application, on your cellphone or otherwise.

“Sites” shall mean any of the sites owned or operated by KOTAKU USA LLC.

“Content” shall mean each and every item of content or other material (whether comments, ideas, images, links, documents, text, writings, photographs, graphics, videos, or files) uploaded by a user to the Sites or otherwise integrated into the Sites by a user.

1. USING CONTENT

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We use cookies to personalize and improve your experience on our site and to serve you with relevant advertising. Visit our [privacy policy](#) for more information on our data collection practices and to exercise your consumer rights.

Eligibility: You may use our Sites only if you can form a binding contract with KOTAKU in compliance with the Agreement. In order to become a “Registered User” (by creating an account), KOTAKU requires an individual to be at least eighteen (18) years old and not have a previous account terminated by KOTAKU or otherwise have had his or her access to the Sites terminated by KOTAKU. It is a violation of the Agreement to provide false or misleading information to KOTAKU in connection with the creation of an account. If you would like to report an account registered for a minor, please email legal@gizmodo.com

User Responsibilities: You are solely responsible for your use of our Sites, for any Content you submit to us, any interactions with other users, and for any consequences thereof. Content you submit will be viewable by other users of the Sites and through third party services and websites.

You should only provide Content that you are comfortable sharing with others under these Terms, and that does not violate any third-party’s rights of any kind, including without limitation, any intellectual property rights, rights of privacy, or publicity rights.

KOTAKU reserves the right, but is not obligated, to reject and/or remove any Content in its sole discretion, including, but not limited to, violations of these Terms. KOTAKU reserves the right, but has no obligation, to monitor disputes between you and other users. KOTAKU shall have no liability for your interactions with other users, or for any user’s action or inaction.

User Conduct: In exchange for your being able to use the Sites, you agree to be bound by the following obligations:

1. Registration

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- Even if you choose to create an anonymous account, you are still agreeing to all of these Terms.
- You may not: Use false information or an account owned or controlled by another person with the intent to mislead other users maliciously by impersonating that person or for any other reason; use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization or in violation of these Terms; or otherwise submit false or misleading information to the Company.

2. No Changes to the Software/Prohibited Uses.

You may not and may not allow any third party to:

- modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Sites or any portion of any website on which the Services are offered (except where the foregoing is required by applicable local law, and then only to the extent so required under such laws);
- use the Sites in any manner that could damage, disable, overburden, or impair the Sites or another user's use of the Sites;
- remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices ("Notices") contained in or on the Sites or any website on which the Service is offered, Company code embeddable or embedded on a third party web site, and/or Company software;
- submit any content or material that falsely express or imply that such content o
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3. Usage Rules.

You agree that your use of and conduct on the Sites (including any commenting feature), and your Content shall be lawful and will not:

- violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity;
- be in violation of these Terms, any local, state, federal or international law, rule or regulation or the rules of conduct posted with respect to any individual feature of the Services;
- create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;
- trick, defraud or mislead the Company or other users, especially in any attempt to learn sensitive account information such as passwords;
- make improper use of the Company's support services or submit false reports of abuse or misconduct;
- engage in promoting any pyramid schemes or other multi-tiered marketing schemes or engage in promoting any websites or services that are deemed spam, malware, or contain objectionable material in the Company's sole discretion;
- create or transmit unwanted electronic communications such as "spam," to other users or members of the Sites or otherwise interfere with other users' or members' enjoyment of the Sites;
- disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious software, or any other program or material that is harmful, fraudulent, deceptive, or otherwise transmits or causes the transmission of any such harmful, fraudulent, deceptive, or otherwise

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interchange formats (“gifs”), 1×1 pixels, web bugs, cookies or other similar devices;

- copy or adapt the Service’s software including but not limited to Flash, PHP, HTML, JavaScript or other code;
- reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Sites;
- except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or “bot”), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
- cover or obscure any notice, banner, advertisement or other branding on the Sites;
- disguise the source of your Content or other information you submit to the Sites;
- interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Sites or Content;

4. You agree that you shall be responsible for any consequences (including a responsibility to indemnify the Company for damages it may suffer) arising in the event that any use of and conduct on the Service (including any commenting feature), and your Content:

- includes a
- origin, gen

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- includes profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
- defames, libels, ridicules, mocks, disparages, threatens, harasses, intimidates or abuses anyone;
- promotes violence or describes how to perform a violent act;
- reveals any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
- attempts to impersonate any other party;
- or uses tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Sites;

5. The Company does not control or endorse the content, messages or information found in Content or external sites that may be linked to from such Content and, therefore, the Company specifically disclaims any responsibility with regard thereto.

6. The Sites may contain or deliver advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

2. LICENSING AGREEMENTS

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necessary to and do grant, to KOTAKU a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Content and your name, voice, and/or likeness as contained in your Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Sites and KOTAKU's (and its successors, assignees, or affiliates) business, including without limitation for promoting and redistributing part or all of the Sites (and derivative works thereof) in any media formats, whether now known or hereafter developed, and through any media channels or search engines for commercial and non-commercial purposes alike. You also hereby grant each user of the Sites a non-exclusive license to access your Content through the Sites, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Sites and under these Terms. Any material you transmit to the Company or otherwise through the Sites will be treated as non-confidential and non-proprietary.

Such additional uses by KOTAKU, or other companies, organizations or individuals who partner with or use KOTAKU, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Sites. We may add or insert affiliate and partner code into Content that you submit. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements of the Sites, and to our Terms of Service, and to the requirements of Third Party Services.

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Site License: All right, title, and interest in and to the Sites (excluding Content provided by users) shall remain the exclusive property of KOTAKU and its licensors. The Sites are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the KOTAKU name or any of the KOTAKU website names, trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, ideas or suggestions you may provide regarding the Sites, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Subject to your acceptance of these Terms, KOTAKU grants you a non-exclusive, limited, non-transferable, freely revocable license to use the Sites for your personal, non-commercial (i.e. you may not use the Sites to provide or serve or permit others to provide or serve ads or contests or sweepstakes) use only and as permitted by the features of the Sites. KOTAKU reserves all rights not expressly granted herein in the Sites and the KOTAKU Content. KOTAKU reserves the right to terminate your license to use the Sites at any time and for any reason or in the future to charge for commercial usage.

3. PRIVACY

We care about the privacy of our users. You understand that by using the Sites you consent to the collection, use, and disclosure of your personally identifiable information (see “Information Sharing” below) and aggregate data as set forth in our [Privacy Policy](#). If you are a resident of the United States, you understand that your information may be transferred to and processed in the United States.

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4. INFORMATION SHARING

KOTAKU has technical, administrative and physical safeguards in place to help protect against unauthorized access to, use or disclosure of user information we maintain. Under our security practices and policies, access to personally identifiable information is authorized only for those who have a business need for such access, and sensitive records are to be retained only as long as necessary for business or legal needs and destroyed before disposal.

Although we work hard to protect personal information that we collect and store, no program is one hundred percent secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use or disclose personal information. If you become aware of a security issue, please email us at legal@gizmodo.com. The Company reserves the right to reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any comment or other content posted by you or where such information is otherwise relevant.

5. ADVERTISEMENTS

As part of the Service, we may include advertisements and/or content provided by KOTAKU and/or a third party, which may be targeted to the Content or information on the Sites, queries made through the Sites, or other information. The types and extent of advertising by KOTAKU on the Sites are subject to change. In consideration for KOTAKU granting you access to and providers and connection w whether subm

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6. THIRD-PARTY LINKS DISCLAIMER

The Sites may contain links to third-party websites, advertisers, services (such as payment processing), special offers, or other events or activities that are not owned or controlled by KOTAKU. KOTAKU does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Sites, you do so at your own risk, and you understand that these Terms and KOTAKU's [Privacy Policy](#) do not apply to your use of such sites. You expressly release KOTAKU from any and all liability arising from your use of any third-party website, service, or Content. Your dealings with or participation in promotions of advertisers found on the Sites, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that KOTAKU shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers or entities.

7. COPYRIGHT POLICY

If KOTAKU receives notice that Content posted is unlawful or not in keeping with the Terms or the intended use of the Sites, we reserve the right to remove the material. Please note that we will respond only to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“DMCA”). The text of the Act can be [found here](#).

To file a notice of infringement with us, you must provide a signed written communication to us in the form set forth below.

To enable us to respond to your request, please provide the following information:

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- For each allegedly infringing image, video, music, or piece of text that you wish to have removed from one of our sites, describe where on the site the material is located. If possible, provide the exact permanent URL for the page containing the material.
- Provide information reasonably sufficient to permit us to contact you: an email address is preferred, as well as a telephone contact number.
- Describe the copyrighted material claimed to have been infringed, including (for example) by providing a copyright registration number and/or a URL where the work can be found.
- Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- Sign the document and send it to legal@gizmodo.com with subject line: Legal / DMCA Complaints, or send it via mail to Legal Department, KOTAKU USA LLC, 41 E 11th, Fl 11, New-York, NY 10003, with subject line: Legal / DMCA Complaints – KOTAKU.

Please note that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any material on our sites is infringing your copyrights.

8. TERMINATION OF AGREEMENT

You may discontinue your use of the Sites at any time without informing us. Subject to the terms of our [Terms of Service](#), if you do not wish to continue to use our Sites, you may terminate your use of our Sites at any time without notice to us.

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KOTAKU may, without prior notice, change the Sites, stop providing access to the Sites or features of the Sites to you or to users generally, or create usage limits for the Sites. We may permanently or temporarily terminate or suspend your access to the Sites without notice and liability for any reason, including if, in our sole determination, you violate any provision of these Terms. In particular, KOTAKU may immediately terminate or suspend accounts that have been flagged for repeat copyright infringement, in accordance with the DMCA and other applicable laws.

Upon termination of your access to or ability to use the Sites, including but not limited to suspension of your account, your right to use or access that Service and any Content will immediately cease. All provisions of this Agreement that by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Sites shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to KOTAKU or any third party.

On termination of your Account or upon your deletion of particular pieces of your Content from the Sites, you acknowledge and agree that: (a) caching of, copies of, or references to the Content may not be immediately removed; (b) such removed Content may persist in backups (not available to others) for a reasonable period of time; and (c) such removed Content may be available (and stored on our servers) through the accounts of other users, because of liking. You agree to release and indemnify KOTAKU from all claims related to the retention of deleted content.

9. INDEMNIFICATION

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You agree to defend, indemnify and hold harmless KOTAKU and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Sites, including any data or Content transmitted, submitted, viewed, or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your Content or any that is submitted via your account; or (vi) any other party's access and use of the Sites with your unique username, password or other appropriate security code.

10. WARRANTY, DISCLAIMER, AND LIMITATIONS OF LIABILITY

Your access to and use of the Sites or any Content is at your own risk. THE SITES ARE AVAILABLE "AS IS": YOU UNDERSTAND AND AGREE THAT THE SITES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, KOTAKU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KOTAKU makes no representations or warranties of any

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that the use of the

operate in compliance

(b) meet your requirements or expectations, (c) be free from errors or that

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defects will be corrected, or (d) be free of viruses or other harmful components. KOTAKU also makes no representations or warranties of any kind with respect to Content; user Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from KOTAKU or through the Sites, will create any warranty not expressly made herein.

Release From Liability: You release, to the fullest extent permitted by law, KOTAKU, its affiliated entities, parent companies, subsidiaries, directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following: (i) Disputes between users, including those between you and other users; (ii) Third party sites and services, including Content found on such sites and services; (iii) Disputes concerning any use of or action taken using your account by you or a third party; (iv) Claims relating to the unauthorized access to any data communications or Content stored under or relating to your account, including unauthorized use or alteration of such communications or your Content.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KOTAKU, ITS AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION, OR OTHER INTANGIBLE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, OR OTHER INFORMATION, OR TO, USE OF, OR INABILITY TO ACCESS, ANY WEBSITE, SERVICE, OR PRODUCT, OR RELATING TO ANY SUCH WEBSITE, SERVICE, OR PRODUCT.

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SUBSCRIBER USING THE SITES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT KOTAKU HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF KOTAKU AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (USD\$50) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SITE(S).

11. WAIVER, SEVERABILITY & ENTIRE AGREEMENT

Waiver: The failure of KOTAKU to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Severability: In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

Entire Agreement: These Terms and our Privacy Policy are the entire and exclusive agreement between you and KOTAKU regarding the Sites (excluding any separate agreements or understandings you may have with KOTAKU) and govern your use of the Sites. These Terms supersede all other terms, conditions, notices or policies that may be included in any documents or communications between you and you regarding use of the Sites.

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12. LEGAL DISPUTES

Applicable Law and Class Action and Jury Waiver. You hereby agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. YOU AGREE THAT BY ENTERING INTO THESE TERMS, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST KOTAKU ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. You agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and KOTAKU, except as otherwise stated in these Terms.

Binding Arbitration. If you and the Company are unable to resolve a Dispute through informal negotiations, either you or the Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), both as published and as amended from time to time (collectively, the "Rules"), both as published and as amended from time to time (collectively, the "Rules"). The determination of whether a Dispute is subject to arbitration shall be made by the arbitrator.

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governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, the Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Judicial Forum for Legal Disputes Other Than Copyright Matters. Unless you and we agree otherwise, in the event that the Binding Arbitration provision above is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that has arisen or may arise between you and KOTAKU must be resolved exclusively by a state or federal court located in New York City, New York. You and KOTAKU agree to submit to the personal jurisdiction of the courts located within New York City, New York for the purpose of litigating all such claims or disputes.

Judicial Forum for Legal Copyright Matters. You agree that any claim or dispute that has arisen or may arise between you (or an entity on whose behalf you are visiting KOTAKU's sites) and KOTAKU regarding infringement of a copyright

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13. STATU

You and the Company both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites, Terms or Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. NOTIFICATION OF CHANGES TO TERMS OF SERVICE.

Whenever we change our Terms, we will post those changes to this Terms of Service page, and other places we deem appropriate so that our users are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. By continuing to use the Sites, you agree and accept the changes and agree to the Terms.

15. INTERNATIONAL USERS.

The Sites and Services are based in the United States. KOTAKU makes no representations that they are appropriate or available for use in other locations. Those who access or use the Sites and Services from other countries do so at their own volition and are responsible for compliance with local law.

16. EFFECTIVE DATE.

These Terms of Service
from time to time.

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