

# DAWN GAMES TERMS OF SERVICE

**Effective Date:** January 10, 2026

**Last Updated:** January 17, 2026

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## 1. AGREEMENT TO TERMS

These Terms of Service ("Terms," "Agreement") constitute a legally binding agreement between you ("User," "you," "your") and **Cognix Group Technologies Limited**, a Nigerian company operating as **Dawn Games** ("Company," "we," "us," "our").

By accessing or using our website (dawngames.cognixtech.org), mobile applications, software, tools, and services (collectively, the "Services"), you agree to be bound by these Terms and our Privacy Policy. **If you do not agree to these Terms, do not use our Services.**

### Key Definitions:

- **"Services"** means all products, features, tools, and services provided by Dawn Games, including but not limited to Sports Club Management, Esports Tournament Platform, Game Development Infrastructure, AI Performance Analytics, and Cognitive Training Systems.
  - **"Account"** means the registered account you create to access our Services.
  - **"Content"** means any data, text, images, videos, graphics, or other materials uploaded, submitted, or created through our Services.
  - **"User Content"** means Content you provide or create.
  - **"Organization"** means any sports club, academy, esports team, gaming company, or institution using our Services.
  - **"Authorized Users"** means individuals authorized by an Organization to access and use our Services (coaches, administrators, athletes, etc.).
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## 2. ELIGIBILITY AND ACCOUNT REGISTRATION

### 2.1 Age Requirements

- You must be **at least 18 years old** to create an account and enter into this Agreement independently.
- Users **between 13-17 years old** may use our Services only with parental or guardian consent and supervision.
- Users **under 13 years old** may only have profiles created by authorized adults (parents, coaches, administrators) with proper consent.

## 2.2 Account Creation

To use our Services, you must:

- Provide accurate, complete, and current information during registration
- Choose a secure password and keep it confidential
- Maintain and promptly update your account information
- Be legally capable of entering into binding contracts

## 2.3 Account Responsibility

You are responsible for:

- All activities that occur under your account
- Maintaining the confidentiality of your login credentials
- Notifying us immediately of any unauthorized access or security breach (privacy@cognixtech.org)
- Any consequences of unauthorized use of your account

**We are not liable for any losses resulting from unauthorized use of your account.**

## 2.4 Organization Accounts

If you register on behalf of an Organization:

- You represent and warrant that you have authority to bind the Organization to these Terms
- The Organization is responsible for all activities of its Authorized Users
- The Organization must ensure Authorized Users comply with these Terms
- The Organization controls access rights and data permissions for its users

## 2.5 Account Verification

We may require verification of your identity or authority to represent an Organization through:

- Email or phone verification
- Government-issued identification
- Business registration documents
- Additional information as reasonably requested

**We reserve the right to refuse service to anyone for any reason at any time.**

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# 3. SERVICES DESCRIPTION

## 3.1 Sports Club Management

Our platform enables Organizations to:

- Manage athlete profiles, training schedules, and performance data
- Track match results, attendance, and team statistics
- Coordinate facility bookings and resource allocation
- Process membership payments and manage finances
- Communicate with athletes, parents, and staff

### 3.2 AI Performance Analytics

We provide AI-powered tools to:

- Analyze video footage using computer vision and machine learning
- Generate performance metrics, heat maps, and tactical insights
- Predict athlete development trajectories
- Identify injury risk factors
- Create opponent scouting reports

**Disclaimer:** AI-generated insights are tools to assist decision-making, not definitive medical or coaching advice. Always consult qualified professionals for medical, training, or tactical decisions.

### 3.3 Cognitive Training Systems

Our platform offers:

- Gamified cognitive enhancement modules
- Personalized training programs based on ML algorithms
- Progress tracking and performance benchmarking
- Integration with physical performance data

**Disclaimer:** Cognitive training is supplementary to, not a replacement for, professional coaching and athletic development programs.

### 3.4 Esports Tournament Platform

We enable users to:

- Create, manage, and host esports tournaments
- Register players and teams
- Generate brackets and track results
- Stream tournaments to multiple platforms
- Manage prize pools and payouts

### 3.5 Game Development Infrastructure

We provide developers with:

- Development tools and templates
- Backend infrastructure (authentication, matchmaking, leaderboards)
- Analytics and monetization systems
- Publishing and distribution support

### **3.6 Service Modifications**

We reserve the right to:

- Modify, suspend, or discontinue any part of our Services at any time
- Update features, functionality, and user interfaces
- Change pricing and subscription plans (with notice for existing customers)
- Add or remove integrations with third-party services

**We will provide reasonable notice (typically 30 days) for material changes that negatively affect your use of our Services.**

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## **4. SUBSCRIPTION PLANS AND PAYMENT TERMS**

### **4.1 Subscription Plans**

Our Services are offered through various subscription plans (Starter, Professional, Enterprise, etc.) as described on our Pricing page. Each plan includes specific features, limitations, and pricing.

### **4.2 Payment**

#### **Billing Cycle:**

- Monthly subscriptions are billed on the same day each month from your signup date
- Annual subscriptions are billed once per year on your subscription anniversary
- Pricing is listed on our website and is subject to change with notice

#### **Payment Methods:**

- Credit/debit cards (Visa, Mastercard)
- Bank transfers
- Mobile money (MTN MoMo, Airtel Money)
- Payment processors (Paystack, Flutterwave)

#### **Authorization:**

- By providing payment information, you authorize us to charge the applicable fees to your chosen payment method
- You authorize automatic recurring charges for subscription renewals unless you cancel

### 4.3 Fees and Taxes

- All fees are in United States Dollars (USD) unless otherwise specified
- Fees are non-refundable except as expressly stated in these Terms or required by law
- Fees do not include taxes; you are responsible for all applicable taxes (VAT, sales tax, etc.)
- We will add applicable taxes to your invoice based on your billing address

### 4.4 Free Trials

- We may offer free trials (typically 14 days) for new users
- Free trials include full access to plan features unless otherwise specified
- No payment information is required to start a trial (unless upgrading mid-trial)
- Trials automatically convert to paid subscriptions unless you cancel before trial end
- One free trial per user/organization (determined by email, payment method, device ID)

### 4.5 Price Changes

- We may change subscription prices at any time
- **Existing Customers:** Price changes take effect at your next renewal; we'll notify you at least 30 days in advance
- **New Customers:** New pricing applies immediately upon signup
- If you do not agree with a price increase, you may cancel your subscription before the renewal date

### 4.6 Refund Policy

#### 30-Day Money-Back Guarantee:

- If you're unsatisfied with our Services, you may request a full refund within 30 days of your initial subscription purchase
- Refund requests must be submitted to [billing@dawngames.ng](mailto:billing@dawngames.ng) with your account details and reason for cancellation
- Refunds are processed within 7-10 business days to your original payment method
- This guarantee applies only to your first subscription purchase, not to renewals

#### Annual Subscriptions:

- Annual plans are eligible for the 30-day money-back guarantee from initial purchase
- After 30 days, annual plans are non-refundable
- You retain access for the full subscription period even if you request early cancellation

#### Exceptions:

- Refunds may be denied for violations of these Terms
- Refunds do not apply to additional services (custom development, add-ons, one-time fees)

### 4.7 Payment Failures

If a payment fails:

- We will notify you and attempt to charge your payment method again within 3-7 days
- Your access to the Services may be suspended after 7 days of non-payment
- Your account may be terminated after 30 days of non-payment
- You remain liable for all unpaid fees plus reasonable collection costs

## 4.8 Cancellation

### Monthly Subscriptions:

- You may cancel at any time via your account settings or by emailing [billing@dawngames.ng](mailto:billing@dawngames.ng)
- Cancellation takes effect at the end of your current billing cycle
- No refunds for partial months; you retain access until the end of the paid period

### Annual Subscriptions:

- You may cancel at any time, but no prorated refunds are provided (except within the 30-day money-back guarantee period)
- You retain access for the full annual period

### Effect of Cancellation:

- You lose access to all features upon cancellation effective date
- Your data is retained for 90 days in case you reactivate
- After 90 days, data may be permanently deleted (see our Privacy Policy)

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# 5. USER CONTENT AND INTELLECTUAL PROPERTY

## 5.1 Your Content

You retain ownership of all User Content you upload, submit, or create through our Services, including:

- Athlete profiles and performance data
- Video footage and photographs
- Game code and assets (for developers)
- Written communications and user-generated content

## 5.2 License to Dawn Games

By uploading User Content, you grant Dawn Games a **worldwide, non-exclusive, royalty-free, sublicensable, and transferable license** to:

- Host, store, reproduce, modify, and display your User Content

- Use your User Content to provide, maintain, and improve our Services
- Process your User Content with AI and machine learning algorithms (for analytics, insights, predictions)
- Create aggregated, anonymized, or de-identified data from your User Content for research, benchmarking, and service improvement

**This license terminates when you delete your User Content or close your account, except for:**

- Content shared with others (which may be retained by them)
- Aggregated, anonymized data (which cannot be attributed to you)
- Content necessary for legal compliance or dispute resolution

### **5.3 Restrictions on User Content**

You agree not to upload, post, or transmit any Content that:

- Infringes any intellectual property, privacy, or other rights of any third party
- Contains viruses, malware, or other harmful code
- Is unlawful, defamatory, obscene, pornographic, harassing, or threatening
- Promotes discrimination, violence, or illegal activities
- Contains personal information of minors without proper consent
- Violates any applicable laws or regulations

**We reserve the right to remove any User Content that violates these Terms, without notice.**

### **5.4 Dawn Games Intellectual Property**

All rights, title, and interest in and to the Services (excluding User Content) are and will remain the exclusive property of Dawn Games and its licensors, including:

- Software, code, algorithms, and machine learning models
- Design, layout, graphics, and user interface
- Trademarks, logos, and brand elements
- Documentation, tutorials, and support materials

**You may not:**

- Copy, modify, reverse engineer, or create derivative works of our Services
- Use our trademarks or branding without written permission
- Scrape, crawl, or extract data from our Services using automated tools
- Remove or obscure any proprietary notices on our Services

### **5.5 Feedback and Suggestions**

If you provide feedback, suggestions, or ideas about our Services ("Feedback"):

- You grant Dawn Games a perpetual, irrevocable, royalty-free license to use, modify, and incorporate Feedback into our Services
- We have no obligation to compensate you for Feedback
- We have no obligation to implement or acknowledge Feedback

## 5.6 AI Training and Model Development

### How We Use Data for AI:

- We use aggregated, anonymized performance data to train and improve our AI models
- Video footage may be processed to develop computer vision algorithms
- Cognitive training results are used to refine personalized training algorithms

### Opt-Out:

- You may opt out of having your data used for AI training by emailing [ai-optout@dawngames.ng](mailto:ai-optout@dawngames.ng)
- Opting out does not affect your ability to use AI features; it only prevents your data from being used to train future models

## 5.7 DMCA and Copyright Infringement

We respect intellectual property rights and comply with the Digital Millennium Copyright Act (DMCA).

### To report copyright infringement:

- Email: [dmca@dawngames.ng](mailto:dmca@dawngames.ng)
- Include: Description of copyrighted work, location of infringing content, your contact information, statement of good faith belief, and declaration under penalty of perjury

### Repeat Infringer Policy:

- We will terminate accounts of users who repeatedly infringe copyrights

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## 6. PROHIBITED USES AND CONDUCT

You agree not to:

### 6.1 Misuse of Services

- Use the Services for any unlawful purpose or in violation of any laws
- Impersonate any person or entity, or falsely represent your affiliation
- Interfere with or disrupt the Services or servers/networks connected to the Services
- Attempt to gain unauthorized access to any part of the Services, other accounts, or computer systems

- Use the Services to transmit spam, chain letters, or unsolicited communications

## **6.2 Technical Restrictions**

- Bypass any measures we use to prevent or restrict access to the Services (e.g., rate limits, authentication)
- Use automated scripts, bots, or crawlers to access or extract data from the Services
- Decompile, reverse engineer, or attempt to extract source code from our software
- Upload viruses, trojans, worms, or any malicious code

## **6.3 Content Restrictions**

- Upload content containing explicit sexual material, nudity (except in legitimate sports/training context), or violence
- Post content that harasses, bullies, threatens, or intimidates individuals or groups
- Share personal information of others without their consent (doxing)
- Engage in hate speech, discrimination, or incitement of violence based on race, religion, gender, sexual orientation, nationality, disability, or other protected characteristics

## **6.4 Gaming and Competition Restrictions (Esports)**

- Cheat, exploit bugs, or use unfair advantages in tournaments
- Manipulate tournament brackets, results, or rankings
- Engage in match-fixing, collusion, or other forms of competitive fraud
- Use multiple accounts to circumvent bans or restrictions (smurfing)
- Stream or broadcast content you don't have rights to (e.g., copyrighted music, game footage)

## **6.5 Financial Restrictions**

- Process payments outside our platform to avoid fees (circumvention)
- Engage in fraudulent transactions or money laundering
- Dispute legitimate charges with your payment provider (chargebacks without valid reason)

**Violation of these prohibitions may result in immediate account suspension or termination, without refund.**

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# **7. THIRD-PARTY SERVICES AND INTEGRATIONS**

## **7.1 Third-Party Services**

Our Services integrate with third-party platforms and services, including:

- Payment processors (Paystack, Flutterwave, Stripe)

- Cloud hosting providers (AWS, Google Cloud)
- Streaming platforms (Twitch, YouTube, Facebook Gaming)
- Game publishers' APIs (EA Sports, Riot Games, etc.)
- Communication tools (Slack, Microsoft Teams, WhatsApp)

## 7.2 Third-Party Terms

- Your use of third-party services is subject to their terms of service and privacy policies
- We are not responsible for third-party services, their availability, or their actions
- We do not endorse or assume any responsibility for third-party content or services

## 7.3 Links to External Websites

Our Services may contain links to external websites or resources. We are not responsible for:

- The availability, accuracy, or content of external sites
- Privacy practices or terms of service of external sites
- Any damages or losses caused by your use of external sites

**Access external sites at your own risk.**

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# 8. DATA PRIVACY AND SECURITY

## 8.1 Privacy Policy

Our collection, use, and disclosure of your personal information is governed by our Privacy Policy (<https://dawngames.cognixtech.org/privacy-policy>), which is incorporated into these Terms by reference.

## 8.2 Data Security

We implement industry-standard security measures to protect your data, including:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- Role-based access controls
- Regular security audits and penetration testing
- 24/7 security monitoring

**However, no system is completely secure.** We cannot guarantee absolute security and are not liable for unauthorized access resulting from circumstances beyond our reasonable control.

## 8.3 Data Breach Notification

In the event of a data breach that affects your personal information:

- We will notify you within 72 hours of discovery (or as required by law)
- We will describe the nature of the breach, affected data, and steps we're taking
- We will provide recommendations to protect yourself from harm

## 8.4 Organization Data Responsibilities

If you're an Organization:

- You are the data controller for your users' data (athletes, parents, staff)
- You must obtain all necessary consents and permissions before uploading personal data to our Services
- You must comply with applicable data protection laws (NDPR, GDPR, CCPA, etc.)
- You must ensure your Authorized Users handle data appropriately

**We are the data processor acting on your instructions as the data controller.**

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# 9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

## 9.1 Disclaimers

**THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:**

**No Warranty of Accuracy:**

- We do not warrant that AI-generated insights, predictions, or analytics are accurate or reliable
- Performance metrics, injury predictions, and cognitive assessments are tools to assist decision-making, not professional advice
- Always consult qualified coaches, medical professionals, and trainers for important decisions

**No Warranty of Availability:**

- We do not guarantee uninterrupted, secure, or error-free operation of the Services
- We do not warrant that defects will be corrected or that the Services are free from viruses or harmful components

**No Warranty of Results:**

- We do not guarantee specific results, performance improvements, or outcomes from using our Services
- Athletic development, tournament success, and business results depend on many factors beyond our control

**No Medical or Professional Advice:**

- Our Services do not provide medical, coaching, legal, financial, or other professional advice
- AI-generated injury predictions and cognitive assessments are not substitutes for professional medical evaluation
- Always seek advice from qualified professionals for health, training, and safety decisions

## 9.2 Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY LAW:**

**Dawn Games, its affiliates, officers, directors, employees, agents, and licensors will not be liable for:**

- **Indirect, Incidental, Special, Consequential, or Punitive Damages** arising from your use of or inability to use the Services
- **Lost Profits, Revenue, Data, or Business Opportunities**
- **Damages Resulting From:** Errors, mistakes, or inaccuracies of content; personal injury or property damage; unauthorized access to or use of our servers or your data; interruption or cessation of transmission; bugs, viruses, or malicious code; errors or omissions in any content; or any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Services

**Maximum Liability:**

- Our total liability for any claims arising out of or related to these Terms or the Services will not exceed the amount you paid us in the 12 months preceding the claim
- If you are a free trial or unpaid user, our liability is limited to \$100 USD

**Exceptions:**

- We do not exclude or limit liability that cannot be excluded or limited under applicable law (e.g., liability for death or personal injury caused by negligence)

## 9.3 Assumption of Risk

**You acknowledge and agree that:**

**Athletic and Esports Activities Involve Risk:**

- Sports training and competition involve inherent risks of injury, including serious or catastrophic injury
- AI-generated training recommendations do not eliminate these risks
- You assume all risks associated with using our Services for athletic or esports activities

**Technology Limitations:**

- AI and machine learning models have limitations and may produce errors

- Computer vision analysis may be inaccurate due to video quality, lighting, camera angles, etc.
- Cognitive training results may vary significantly between individuals

#### **Third-Party Dependencies:**

- Our Services rely on third-party infrastructure (cloud hosting, payment processors, etc.)
  - We are not responsible for failures or issues caused by third parties
  - Game publisher APIs may change, break, or become unavailable without notice
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## **10. INDEMNIFICATION**

You agree to **indemnify, defend, and hold harmless** Dawn Games, Cognix Technologies Limited, and our affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any rights of another person or entity
- Your User Content
- Your breach of any representations or warranties
- Any negligent or wrongful conduct by you or anyone using your account

**We reserve the right to assume exclusive defense and control of any matter subject to indemnification, in which case you will cooperate with us in asserting any available defenses.**

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## **11. DISPUTE RESOLUTION AND ARBITRATION**

### **11.1 Governing Law**

These Terms are governed by and construed in accordance with the **laws of the Federal Republic of Nigeria**, without regard to its conflict of law principles.

### **11.2 Informal Dispute Resolution**

Before filing a formal legal claim, you agree to first contact us at [legal@dawngames.ng](mailto:legal@dawngames.ng) to attempt to resolve the dispute informally. We will respond within 30 days and make good faith efforts to reach a resolution.

### **11.3 Arbitration Agreement**

**If informal resolution fails, you and Dawn Games agree that any dispute arising out of or related to these Terms or the Services will be resolved through binding arbitration rather than in court, except as specified below.**

**Arbitration Rules:**

- Arbitration will be conducted under the **Lagos Court of Arbitration (International) Rules**
- Arbitration will take place in **Lagos, Nigeria** or virtually if mutually agreed
- The arbitrator's decision will be final and binding
- Each party bears its own costs and attorneys' fees unless the arbitrator determines otherwise

**Exceptions to Arbitration:**

- Small claims court actions (if the claim qualifies)
- Injunctive or equitable relief to protect intellectual property rights
- Disputes where arbitration is prohibited by law

## **11.4 Class Action Waiver**

**You and Dawn Games agree that disputes will be resolved on an individual basis only.** You waive any right to bring or participate in:

- Class actions
- Class arbitrations
- Representative actions
- Collective actions

**This waiver applies even if the individual arbitration or court proceeding would result in lower recovery than a class action.**

## **11.5 Jurisdiction and Venue**

For disputes not subject to arbitration, you agree to submit to the **exclusive jurisdiction of the courts located in Lagos, Nigeria.** You waive any objection to venue in these courts.

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# **12. TERMINATION**

## **12.1 Termination by You**

- You may terminate your account at any time by emailing [support@dawngames.ng](mailto:support@dawngames.ng) or using the account deletion feature
- See Section 4.8 for cancellation and refund terms

## 12.2 Termination by Dawn Games

We may suspend or terminate your account immediately, without notice or liability, if:

- You breach any provision of these Terms
- You engage in prohibited conduct (Section 6)
- We are required to do so by law or court order
- Your account has been inactive for more than 12 months (after reasonable notice)
- We discontinue the Services (with reasonable notice to paid users)

## 12.3 Effect of Termination

Upon termination:

- Your right to access and use the Services immediately ceases
- We may delete your User Content from our servers (subject to our Privacy Policy retention periods)
- You remain liable for all fees and charges incurred before termination
- Sections that by their nature should survive termination will survive (Sections 5, 7, 9, 10, 11, 13)

## 12.4 Data Export

Before terminating your account:

- You should export your data using our data export tools
- We are not obligated to provide access to your data after termination
- We may permanently delete data 90 days after termination (see our Privacy Policy)

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# 13. MISCELLANEOUS PROVISIONS

## 13.1 Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices or agreements published on the Services, constitute the entire agreement between you and Dawn Games regarding your use of the Services and supersede all prior or contemporaneous agreements, representations, warranties, and understandings.

## 13.2 Amendments

We reserve the right to modify these Terms at any time. Changes will be effective:

- **Material Changes:** 30 days after notice via email and/or prominent notice on our website
- **Minor Changes:** Immediately upon posting, as indicated by the "Last Updated" date

**Your continued use of the Services after changes take effect constitutes acceptance of the revised Terms.** If you do not agree to the changes, you must stop using the Services and may cancel your account.

### **13.3 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction:

- That provision will be enforced to the maximum extent permissible
- The remaining provisions will remain in full force and effect

### **13.4 Waiver**

Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Dawn Games.

### **13.5 Assignment**

- You may not assign or transfer these Terms or your rights under them without our prior written consent
- We may assign these Terms to any affiliate, successor, or acquirer without your consent
- Any attempted assignment in violation of this section is void

### **13.6 Force Majeure**

We will not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including:

- Acts of God (natural disasters, epidemics, pandemics)
- War, terrorism, civil unrest, or government actions
- Power outages, internet disruptions, or telecommunications failures
- Third-party service provider failures

### **13.7 Relationship of Parties**

No agency, partnership, joint venture, employer-employee, or franchiser-franchisee relationship is created by these Terms. You and Dawn Games are independent contractors.

### **13.8 Language**

These Terms are written in English. Any translations are provided for convenience only. In the event of any conflict, the English version prevails.

### **13.9 Notice**

**Notices to You:**

- We may provide notices via email to the address associated with your account, by posting on our website, or through the Services
- Email notices are deemed delivered 24 hours after sending (unless we receive a bounce-back notification)

#### **Notices to Us:**

- Legal notices must be sent to: [legal@dawngames.ng](mailto:legal@dawngames.ng)
- General inquiries: [support@dawngames.ng](mailto:support@dawngames.ng)
- Postal Address: Cognix Technologies Limited, [Full Address], Port Harcourt, Rivers State, Nigeria

### **13.10 Export Control**

You agree to comply with all applicable export and import control laws and regulations. You represent that you are not:

- Located in a country subject to a Nigerian or international embargo
- Listed on any Nigerian or international list of prohibited or restricted parties

### **13.11 U.S. Government Rights (If Applicable)**

If you are a U.S. government entity, our Services are "Commercial Items" as defined in FAR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" subject to standard commercial license terms.

### **13.12 Mobile Applications**

If you access our Services through a mobile application:

- You acknowledge that the Terms apply in addition to any app store terms (Apple App Store, Google Play)
- You grant us permission to send you push notifications (you may opt out in device settings)
- Charges from your mobile carrier for data usage may apply

### **13.13 Open Source Software**

Our Services may include open source software components subject to separate license terms. Those licenses are available upon request at [opensource@dawngames.ng](mailto:opensource@dawngames.ng).

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## **14. SPECIFIC TERMS FOR DIFFERENT USER TYPES**

### **14.1 Sports Clubs and Academies**

### **Coach and Administrator Responsibilities:**

- Ensure all athlete data is accurate and up-to-date
- Obtain necessary consents before uploading minor's data or sensitive information
- Use AI insights responsibly and in conjunction with professional judgment
- Report any injuries or medical concerns through proper channels, not solely through our platform

### **Parental Access:**

- Parents/guardians of minor athletes have the right to access their child's data
- Parents may request corrections, restrictions, or deletion of their child's data
- Organizations must facilitate parental rights as required by law

## **14.2 Esports Organizations and Tournament Organizers**

### **Tournament Rules:**

- You are responsible for creating and enforcing tournament rules
- You must clearly communicate rules to participants before tournaments begin
- We provide tools for tournament management but are not responsible for rule enforcement or dispute resolution

### **Prize Distributions:**

- You are responsible for timely and accurate prize payments to winners
- You must comply with all applicable tax reporting and withholding requirements
- We facilitate payments through our platform but are not liable for your failure to pay

### **Anti-Cheating:**

- You must take reasonable steps to prevent cheating and ensure fair competition
- We provide basic anti-cheat features but do not guarantee detection of all cheating
- You may use third-party anti-cheat services in conjunction with our platform

## **14.3 Game Developers and Publishers**

### **Intellectual Property:**

- You retain ownership of games and content you create using our tools
- You grant us the license specified in Section 5.2
- You are responsible for obtaining any necessary licenses for third-party assets (music, art, fonts)

### **Monetization:**

- You are responsible for compliance with app store policies (Apple, Google, console platforms)
- You must disclose odds for any randomized rewards (loot boxes) as required by law

- You are responsible for age ratings and content warnings

**Revenue Share:**

- If using our in-app purchase or payment processing, we retain a service fee (as specified in your plan)
- We remit remaining revenue to you monthly, subject to minimum payout thresholds
- You are responsible for all taxes on your earnings

**14.4 Authorized Users (Athletes, Players, Parents)****Limited Rights:**

- Your access to the Services is controlled by your Organization
- Your Organization may view, modify, or delete your data
- We act as a service provider to your Organization and follow their instructions regarding your data

**Disputes with Organization:**

- Disputes between you and your Organization (e.g., access to data, privacy concerns) must be resolved directly with the Organization
  - We are not responsible for how Organizations use our platform or manage their users
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**15. CONTACT INFORMATION**

For questions, concerns, or support regarding these Terms or our Services:

**General Inquiries:**

Email: [info@cognixtech.org](mailto:info@cognixtech.org)

Phone: +234 708 311 4936

Business Hours: Monday-Saturday, 9:00 AM - 6:00 PM WAT

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**16. ACKNOWLEDGMENT AND ACCEPTANCE**

**BY CLICKING "I AGREE," CREATING AN ACCOUNT, OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT:**

- You have read, understood, and agree to be bound by these Terms of Service
- You have read and agree to our Privacy Policy
- You are at least 18 years old or have parental/guardian consent if between 13-17 years old

- If registering on behalf of an Organization, you have authority to bind that Organization to these Terms
- You agree to the use of electronic communications for contracts, notices, and disclosures
- You agree to resolve disputes through arbitration as described in Section 11 (if applicable in your jurisdiction)

**If you do not agree to these Terms, you must immediately cease using our Services.**

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**Thank you for choosing Dawn Games. We're excited to power your sports and gaming excellence!**

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*Last Updated: January 17, 2026*

*Version: 1.0*

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