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# TERMS & CONDITIONS

## BINDING TERMS AND CONDITIONS

These Terms and Conditions apply to web sites and interactive services (hereinafter individually a “Service” and collectively the “Services”) owned or operated by EXEEDME OÜ (hereinafter the “Company” or “EXEEDME”) and its subsidiaries and affiliates. By registering for an account and/or becoming a member for the participation in any game or tournament offered on EXEEDME.com and/or any of its subdomains (hereinafter the “Site”) you confirm your acknowledgement and agreement to the most current version of these T&C, which can be accessed from the Site. EXEEDME may modify these T&C at any time, without advance notice. You are responsible for reviewing these T&C periodically for any modifications. Your continued use of the Site following such modifications means you accept the modifications. Additional terms may apply to your use of any Service, including contest rules and eligibility. We will provide these terms to you or post them on the website pages for which they apply; they are incorporated *a priori* into these T&C. If there is a conflict between these T&C and any additional terms that apply to a particular Service, the additional terms will be enforceable. The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

As set out in more detail below, EXEEDME RESERVES THE RIGHT TO IMMEDIATELY SUSPEND AND/OR CLOSE THE ACCOUNT OF ANY MEMBER WHO VIOLATES, OR WHOM EXEEDME REASONABLY BELIEVES MAY BE OR WILL BE VIOLATING, THESE TERMS AND CONDITIONS, AT ANY TIME WITHOUT NOTICE. Please note that if a member’s account is closed due to a violation of the T&C, EXEEDME reserves the right to determine how the member’s account balance will be distributed.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the unlawfulness of that provision will not affect the applicability of the remaining provisions, which shall continue to have full force and effect. No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Law of Obligations Act from the Republic of Estonia.

These Terms and Conditions were last updated, and became effective, on 10 March 2021.

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## 1. GOVERNING LAW AND DISPUTES

These terms and conditions shall be governed by and construed in accordance with the Republic of Estonia laws. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Estonian courts where the claim shall be brought. We nevertheless retain the right to bring proceedings against you for any attempt or actual breach of these terms and conditions in your country of residence, registration or

business, or, in any other relevant country. By registering for an account and/or participating in any challenge or tournament offered on the Site, you agree that any dispute that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action. You further agree that any legal action arising from any dispute shall proceed only in the Republic of Estonia courts, or as otherwise determined by us, and you hereby submit to the jurisdiction of such courts for the purposes of litigation.

We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, other nations. By using the Services and participating in the Site activities, you certify that you meet the age and other eligibility requirements for such activity within the Site and the Services as set forth in the T&C. If you do not meet the age and other eligibility requirements, please discontinue the use of the Site and the Services immediately.

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court with proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent of the law. The user agrees to replace an unlawful and/or unenforceable provision with a valid and/or enforceable provision that most closely relates to the intent and economic effect of the invalid and/or unenforceable provision which shall be interpreted most favorably, when possible, to the benefit of Company.

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## **2. SEVERABILITY**

If any portion of the Terms and Conditions is deemed void or unenforceable, then that provision shall be deemed severable from the Terms and Conditions and shall not affect the enforceability of the remaining provisions.

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## **3. REGISTRATION ELIGIBILITY**

Registration of an account is void where prohibited. This Site is intended solely for users who are 18 years of age or older. By using any of the Services or the Site, you represent and warrant that you are 18 or older and that you agree to and abide by all of the terms and conditions of this

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## **4. PARTICIPATION ELIGIBILITY**

In order to register and/or participate to any competitions on the Site, an individual must:

1. be a natural person, at least 18 years old, with a registered and approved email address by the Site;
2. be physically located in a Territory which does not prohibits the participation in the challenges and in the competitions of the site;
3. at all times comply with these T&C.

By using or accessing the Site, you represent and warrant that you have the right, authority, and capacity to enter into this agreement, to abide by all the Terms and Conditions.

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## **5. PROOF OF ELIGIBILITY**

EXEEDME may at any time require any member to provide proof of Site eligibility in order to verify the lawfulness of the Site access. Each member hereby acknowledges and accepts this condition, as a reasonable measure to ensure the security of the Site. In addition, each member will be required to provide proper identification and proof of eligibility prior to receiving a prize or its processing by EXEEDME of any prize request. Participants may, at their will, pre-register their identification at any time prior to submitting a prize request. **FAILURE TO PROVIDE EVIDENCE OF IDENTIFICATION AND/OR ELIGIBILITY IN A SATISFACTORY MANNER, TO EXEEDME, SHALL RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE MEMBER'S ACCOUNT.**

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## **6. INFORMATION REQUIRED**

Upon registration and/or during the processing of account upgrades, you are required to provide the following information and with the respective proof by official document or that the customs of law consider as sufficient:

- A username
- A password
- Your email address
- ID Card
- Birth-date
- Full-name
- Permanent residential address
- Phone number
- Your game related information, such as nicknames
- Credit card or other payment information
- Wallet address

The information provided must be true and not misleading in any way. If EXEEDME

determines that the information is deliberately incorrect or deceitful, EXEEDME reserves the right to close your account. EXEEDME also reserves the right, in its sole discretion, to change and/or suspend/terminate offensive usernames.

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## **7. USERS IDENTIFICATION AND VERIFICATION**

EXEEDME strives to voluntarily comply with local and international standards for monitoring signs of illegal activities.

We promote effective implementation of legal, regulatory and operational measures for combating money laundering, terrorist financing and other. We implement Know Your Customer ("KYC") procedures towards users in order to control and prevent any illegal activity. Please note that your data may be checked against sanctions and any other AML/CTF, PEP, or other applicable lists.

For more information about our standards for identifying and verifying users of the Service, please directly contact us.

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## **8. ACCURACY OF INFORMATION**

In what concerns the usage of the Site, you agree to: a) provide accurate, current and complete information about you as requested by any registration forms on the Site ("Registration Data"); b) maintain the security of your password and identification; c) maintain and promptly update the Registration Data, and any other information you provide to EXEEDME, so that it is at all times accurate, current and complete; and d) be fully responsible for all use of your account and for any actions that take place using your account. Knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your account.

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## **9. LOCAL LAWS**

You are subject to all laws of the province, state, and/or country in which you reside and from which you access the Services, and you are solely responsible for obeying those laws. You agree EXEEDME is not and cannot be held liable if laws applicable to you restrict or prohibit your participation. We do not warrant that materials, services or information for sale on the Website are appropriate or available for use outside the Republic of Estonia. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the Republic of Estonia, you do so at your own risk (you are responsible for compliance with local laws).

EXEEDME reserves the right to monitor the location from which you access the Site and to block access from any jurisdiction in which participation is illegal or restricted.

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## **10. LIMITATIONS ON PARTICIPATION**

To participate in the activities offered on the Site you may establish only one account per person, and only up to two accounts per computer or IP or physical address. The Site reserves the right to monitor all activities, including without limitation, any effort to establish multiple accounts; in the event the Site discovers that you have opened more than one account per person or more than two accounts per computer or address, all additional accounts will be closed without notice and continued violation will result in the termination of any and, or, all of your accounts. The Site also reserves the right to deny access to anyone, including, but not limited to, those players who use proxy servers and/or IP addresses residing in certain geographical areas.

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## **11. ACCOUNTS FOR INDIVIDUAL USE ONLY**

You, as the holder of your account, are solely responsible for all obligations and when complying with these T&C, entitled to all resulting benefits. You may not allow any other person to access your account, access the Site, accept any winnings, or participate in any tournament using your account information. Your account is not transferable to any other person. All activities undertaken under a member's account will be deemed to be done by such a member.

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## **12. VIOLATION OF THE T&C AND ABUSE LIABILITY**

Any member who displays behavior which may be interpreted as the use of unfair methods on the Site, including but not limited to:

- the opening and/or use of multiple accounts,
- the use of unauthorized or altered software or hardware to assist play,
- intentional poor play in certain games in order to achieve a broader competitive advantage (i.e. "sandbagging"),
- harassment of other participants,
- posting of offensive material,
- any breach of these T&C,
- any breach or attempted breach of the security of your account or the Site (collectively, "Abuse"),

Shall be subject to immediate sanction (as determined by EXEEDME in its sole discretion), up to and including, account termination and blocking of Site access and, in the case of any other illegal activity, disclosure to the appropriate authorities, and legal action at the sole discretion of EXEEDME.

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### **13. PRIVACY POLICY**

The Site will not intentionally disclose any of your personal data or information (including, but not limited to, information submitted on the application form, your social security number, your email address, information obtained by the Site cookies, and information regarding your IP address) to third parties without your consent except where the Site, in good faith, believes such disclosure is necessary to comply with the law or other contractual provisions of the Site or to enforce the Terms and Conditions or other rules of the Site. In case the Site provides any personal data to a third party service provider for processing data on behalf of the Site, it will ensure that the data processor provides sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of data protection and ensure the protection of the rights of the data subject. The processor shall not engage another processor without prior or general written authorization of the Site, and the processing shall be governed by a contract that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject and the obligations and rights of the Site. Your acceptance of any prize constitutes consent for the Site's disclosure of the personal information to process the awarding of the prize. The Site reserves the right to collect general demographic and other market information that does not personally identify you without any additional consent. EXEEDME uses emails to let you know of special promotions, and events and policy changes. New Registrants are automatically opted-out of receiving EXEEDME e-mails: promotional marketing emails, promotional partner emails, newsletters, and fun (i.e. tournament- or game play- related) e-mails. You have the choice to opt-in or opt-out of receiving any, or all of these types of emails at any time by selecting to do by contacting [support@EXEEDME.com](mailto:support@EXEEDME.com). Please refer to our Privacy Policy for further information on how we protect your personal information. For further and detailed information regarding Privacy Policy matters, please access Exeedme's specific "Privacy Policy" page on this website.

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### **14. PROMOTIONAL ACTIVITIES**

By registering for an account, you agree that the Site may display your username, gameplay data and statistics, tournament records and any other information regarding your gaming activity.

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## **15. USER POSTED CONTENT ON YOUR SITE**

You are solely responsible for the photos, profiles (including your name, image, and or, equivalents), messages, notes, text, information, music, video, advertisements, listings, and other content that you upload, publish or display (hereinafter, “post”) on or through the Service or the Site, or transmit to or share with other users (collectively the “User Content”). You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post. You understand and agree that EXEEDME may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content by its sole discretion, for any reason, including User Content that in the sole judgment of the Company violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or other parties. You are fully responsible for creating backup copies and replacing any User Content you post or store on the Site or provide to EXEEDME. When you post User Content in the Site, you allow us to make such copies in the measure that we deem necessary for the normal User Content functioning. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content when those copies are necessary for evidence of the consent previously granted, in case it deems necessary for compliance with legal obligations, to protect User vital interests, for performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, or, processing is also necessary for the purpose of the legitimate interests pursued by the Company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedom of the User. EXEEDME does not assert any ownership over your User Content; you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

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## **16. TRANSACTIONS IN BLOCKCHAIN NETWORKS**

When you use your Account to send or receive Crypto assets, such a Transaction must be confirmed and recorded in a continuous sequential blockchain of the corresponding blockchain network (for example, a Bitcoin blockchain network or Ethereum blockchain network). Each blockchain network is solely responsible for checking and confirming any such Transactions. We cannot confirm, change or cancel transactions in the blockchain network, except for providing users with confirmation that the blockchain network has completed a Transaction.

You accept and agree that:

- after sending to the blockchain network, the Transaction will not be confirmed for some time, waiting for sufficient confirmation of the Transaction by the blockchain network. When a Transaction appears as "Pending" on your Account it means it's not complete. Crypto assets associated with Transactions in a pending state will be

marked accordingly and will not be included in the balance of your Account or may be available to you for conducting Transactions;

- when you initiate a Transaction, you allow us to send a Transaction request to the appropriate blockchain network. When a Transaction request is submitted, the blockchain network will check the Transaction and confirm it or reject it. Once Transaction details have been submitted via the Services, we cannot assist you to cancel or otherwise modify your Transaction.
- operational management of blockchain networks can be performed by decentralized networks of independent third parties. The blockchain network may have no central authority, may not be under direct control and not controlled by them, therefore we cannot guarantee that the Transaction instructions provided to you will be confirmed by the corresponding blockchain network. You agree that any Transaction instructions you provide may not be completed or may be significantly delayed by the blockchain network used to process the Transaction.

The basic software protocols that control the work of Supported Crypto assets can be open-sourced. That means, anyone can use, copy, modify and distribute them, and we do not have the right to own or control these protocols. By using the Service, you accept and agree that:

- we are not responsible for the operation of the basic software protocols of any blockchain and do not give any guarantees related to their availability, security or functionality;
- the underlying software protocols are subject to changes in the operation rules (the so-called "forks") and that such forks can significantly affect the value, functions and/or name of any Crypto assets that you keep in your Account.
- If a fork happens to the Supported Crypto assets, we may, with or without notice, temporarily suspend our activity on such Crypto assets and, at our sole discretion, decide whether to support any branch of the split protocol completely; and
- If we decide not to support protocol splitting, you will not be given access to Crypto assets on this fork in your Account, being your duty and obligation to remove the assets from your Account prior to the fork.

Please note that we do not have any control over the basic Crypto assets software protocol that you use via the Service. We do not provide any guarantees and will not take any responsibility for the quality, availability or suitability for the use of Supported Crypto assets or their ongoing support.

Only Supported Crypto assets, sent to the receiving address created in the recipient's Account and associated with this Supported Crypto assets, can be credited to the Account balance. For example, a BTC will be credited to your BTC receive address when the required amount of BTC is sent to the BTC receive address.

Before confirming any Transaction, you make sure that the amount of the Supported Crypto assets that will be sent or received is correct and sufficient for the Transaction, as well as the recipient's address and the sender's address.

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## **FEES AND LIMITS**

You can find out about the fees applicable to transactions using the Service on the "Assets" webpage. We reserve the right to revise our fees any time as well as update the "Assets" webpage.

### Receiving and sending Supported Crypto assets

The Service charges no fees for Account credit with supported Crypto assets.

Please note that Service charges may charge a fee for sending Supported Crypto assets available on the balance. The commission fee rate may vary depending on your country or recipient type. To learn more information about actual fees, see the "Assets" webpage. Transaction history and incurred expenses can be seen through your Account.

In certain circumstances and at our sole discretion we may notify certain users of a specific change in payment if we consider that a change in commission fees is appropriate in respect of such users (for example, specific jurisdiction requirements of the recipient and / or sender, additional costs due to the nature of the Transaction).

Please note that the third-party developers, Partners and Third-Party Providers may charge their own fees for conducting transactions and operations with Crypto assets as a payment for the provision of certain goods and services. Before conducting Transactions and operations within the Application, and / or on the side of Partners and Third-Party Providers, users shall learn about the applicable fees and in each case agree to conduct the Transaction.

You accept and agree that you are solely responsible for paying fees set by Partners and Third-Party Providers in the Service, and Application, and you waive the rights of claims to us in case of charging fees set by Partners and Third-Party Providers in the Service, and Application.

### Limits

We adhere to a balanced risk management model in relation to the Transactions processing with the participation of Service users.

Users can at any time access the Supported Crypto assets stored on their Accounts. To ensure security of Transactions for sending Supported Crypto assets, limits have been set for the maximum amount of such a Transaction. To learn more information about actual limits, see the "Assets" webpage.

Users who have not provided the necessary information within KYC procedure have reduced limits on the maximum amounts of Transactions available to such users.

To increase the available Transaction limits, users shall successfully complete the KYC procedure in accordance with our requirements complying with the "KYC and AML Policy" procedures.

The users who successfully passed identification (including verification and EDD procedure) are suggested the maximum limits for the Transaction ceiling amounts set in the Service. For certain categories of verified users, the size of the maximum limits on the ceiling amounts of Transactions can be changed (including, but not exclusively, users initiating Transactions from certain jurisdictions; setting individual limits for users with a large amounts of Supported Crypto assets on the balance; setting individual limits upon examination of user requests).

## Storage

When conducting a Transaction for receiving Supported Crypto assets, limits are applied to limits on the maximum number of Supported Crypto assets that can be stored on a single user account.

Users may get access to Supported Crypto assets stored on the balance of their Accounts at any time and to conduct Transactions (including sending Supported Crypto assets to receive addresses outside the Service) within the maximum Transaction limits of Supported Crypto assets available to the user.

Please, before making a transaction, discover the limits for your operation in your account. For further information about actual limits, see "Assets" webpage.

Users who successfully completed the KYC procedure in accordance with our requirements complying with the "KYC and AML Policy" procedures, can keep on the balance of their Account any number of Supported Crypto assets within the limits for the maximum number of Supported Crypto assets that can be stored on the account of such a user.

For Transactions that we, at our sole discretion, find suspicious and being a potentially Prohibited Activity, we reserve the following rights that we apply at our sole discretion, including but not limited to:

- decline a response from the user to process receive Transactions on Supported Crypto assets; and/or
- request further information about the user and/or the Transaction; and/or
- block the account temporarily until all circumstances are clarified and relevant to the confirmation of compliance of the Transaction with these Terms and applicable law; and / or

- inform (including personal user information) financial institutions, relevant authorities, individuals or legal entities that have the legal right to receive such information; and / or
  - initiation of legal proceedings against such user.
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## **17. SUBMISSIONS**

If you send comments, questions or suggestions, including, but not limited to, notes, text, drawings, or computer programs, to the Site, such submissions shall become, and shall remain, the sole property of the Site. No submission shall be subject to any obligation of confidentiality on the part of the Site. The Site shall exclusively own all rights to, and shall be entitled to unrestricted use of all submissions without any compensation, whatsoever.

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## **18. COMPETITIONS LEVELS**

Each member acknowledges that the outcome of the matches and tournaments offered on the Site are directly related to the skill levels of each participating member. EXEEDME does not comment, make judgments, or analyze the probability of one member winning odds against another. Prizes are generally crypto assets, or credits which are deposited directly into winners' accounts.

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## **19. WINNERS LIST**

A preliminary list of winners will be posted on the Site immediately following each tournament, except in the case of tournaments with substantial (as determined by the Site in its sole discretion) prizes, where lists may be delayed for up to five (5) business days while verification of the results takes place in order to help prevent potential abuses, frauds or any other type of rules circumvention. Final winners will be posted following completion of said tournament.

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## **20. DETERMINATION OF WINNERS**

The results and winners of each tournament, challenge and competition offered on the Site will be determined by the Site according to the previously stipulated tournament rules, and

such determinations are final. By registering and/or participating in any tournament, match or competition, you agree to be bound by these determinations.

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## **21. PRIZES**

The Prizes are awarded to You in their entirety, and all national, provincial, state, and local taxes due in connection with any Prizes awarded, are Your sole liability and responsibility. EXEEDME reserves the right to retain a predetermined portion of the Prize as commission.

The outcome of the Matches and Tournaments offered are directly related to the number of participants and the skill level of each participant. EXEEDME does not comment and makes no representations about Yours or any other User's chances of winning or losing.

All monetary Prizes are directly deposited as Credits/Crypto in the winner's User Account/Wallet. All Credits and Prizes are denominated in USD unless otherwise noted. All references to USD on the Site are references to the currency United States Dollar.

The results and Prizes of each Match or Tournament will be determined with actual game and server data as well as by EXEEDME and its Administrators. Such determinations are final and cannot be appealed. By registering and/or participating in any Match or Tournament, You agree to be bound by these determinations.

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## **22. PRIZE REQUESTS**

Members may request prizes to which they have been awarded, at any time. Prizing processing will be suspended for security purposes when there is a suspicion of account fraud. If you are not contacted by customer support within 10 business days from the prize request, please contact customer support at [support@EXEEDME.com](mailto:support@EXEEDME.com). Your prizes are awarded to you in their entirety, and all state and local taxes due in connection with any prizes awarded are your sole liability

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## **23. GAME PLAY**

The Site is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnections from your game play on your platform or any incorrect or inaccurate results that may be posted on your online game. You may not:

- Gain unauthorized access to the Site's systems or any account (other than your own), interfere with the communications, procedures or performance of the Site or deliberately damage or undermine the Site,

- Affect the outcome of your online game play on your platform by means of, or with the assistance of automatic, macro, bots, automated programs, screen analysis utilities, any type of mods, memory readers, telepathy, alien technology or similar methods or to otherwise commit fraud against the Site, or
- Alter the human skill component of any game played on your platform. Any attempt to do so is a violation of both civil and criminal laws and will result not only in the termination of your user account and forfeiture of all premiums, free benefits, bonuses and incentives to which you would otherwise be entitled, but potentially also civil and/or criminal prosecution.

The Site, in its sole discretion, reserves the right to terminate any person's account who is suspected of tampering with their game results for the entered tournament, or who otherwise violates these rules. The Site and/or affected parties will be entitled to seek criminal and/or civil prosecution to the greatest extent possible.

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## **24. MATCHES AND MATCHMAKING**

You agree that EXEEDME is appointed as an agent to communicate issued Match requests, the receipt of such requests between You and other Users, and the results of a Match. EXEEDME does not in any way participate in any Match.

By accepting a Match request (participating in a Matchmaking event), You expressly confirm that You have read and understood the nature of the Match and the terms under which You will participate.

Once You have joined a Match through Matchmaking You agree to play the Match to completion with any matched teammates or opponents. EXEEDME may determine, in its absolute discretion, when the Site is open for issuing or participating new Matches.

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## **25. ACKNOWLEDGMENT OF PROPRIETARY RIGHTS**

By registering for an account and/or participating in any tournament offered on the Site, you acknowledge that all information contained on the Site may be protected, in all forms and means, by copyrights, patents, trademarks, trade secrets, or other proprietary rights, and that all rights are owned by the Site. All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are property of the Company, its users or its licensors with all rights reserved.

No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written consent, except when the aforementioned does not apply to your own legally posted User Content. The Site does not warrant that your use of materials displayed on the Site will not infringe rights of third parties. While

the Site uses reasonable efforts to include accurate and up-to-date information, the Site makes no assurances to its accuracy.

The Site assumes no liability or responsibility for any errors or omissions in the content of the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilations. Any other use of the Site Content is strictly prohibited. Such license is subject to these Terms and Conditions and does not include use of any data mining, robots or similar data gathering or extraction methods.

Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by preclusion, implication or otherwise. This license is revocable at any time without notice and with, or without cause.

Any communication or material you transmit to the Site by electronic mail or otherwise, including any non-personal data, questions, comments, suggestions, or a like, are and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by the Site or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, Site promotion, marketing and postings. Furthermore, the Site is free to use any ideas, concepts, know-how or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, without any additional compensation or other liability or obligation whatsoever to you.

The trademarks, logos, trade names, and service marks (collectively the “Trademarks”) displayed on the Site, including the names of all games, are registered and unregistered Trademarks of the Site and/or of other parties. Nothing contained on the Site should be construed as granting, by implication, preclusion or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the Site or of the other third parties that own the Trademark displayed on the Site.

Your misuse of any Trademark displayed on the Site, or any other content, except as provided in the Terms and Conditions, is strictly prohibited. You are also advised that the Site will aggressively enforce its rights (including intellectual property rights) to the fullest extent of the law, including but not limited to, the active pursuit of criminal prosecution and/or civil litigation where appropriate.

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## 26. INTELLECTUAL PROPERTY RIGHTS

By registering for a User Account and participating in any Match or Tournament offered on the Site, or using the Services, You acknowledge that all content included in the Services, including but not limited to, all Site design, text, graphics, photos, audio, video, the selection and arrangement thereof, and all software that forms part of the Services (collectively the “Content”) is owned or licensed by EXEEDME and/or its licensors.

You agree to not modify, publish, participate in the transfer or sale of, create derivative works from, or in any way exploit the Content. EXEEDME neither warrants nor represents that Your use of the Content will not infringe rights of third parties. While EXEEDME uses reasonable efforts to include accurate and up-to-date information, EXEEDME makes no warranties or representations as to the accuracy or completeness of any Content and assumes no liability or responsibility for any errors or omissions in the Content.

The trademarks, logos, and service marks (collectively the “Trademarks”) displayed and forming part of the Content, including the names of all Games, Matches and Tournaments, are registered and unregistered Trademarks of EXEEDME and/or others. Nothing contained on the Site should be construed as granting, by implication or otherwise, any license or right to use any of the Trademarks displayed on the Site without the prior written permission of EXEEDME or such third party that owns the Trademark. Your misuse of any Trademark or any other Content, except as provided in these Terms and applicable copyright, trademark, patent, or other intellectual property restrictions, is strictly prohibited.

EXEEDME will enforce its intellectual property rights to the fullest extent of the law, including but not limited to, the active pursuit of civil litigation and referral for criminal prosecution where appropriate.

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## 27. USER CONDUCT

You understand that except for advertising programs offered by us on the Site the Service and the Site are available for your personal, non-commercial use only. You warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on, or through the Service will violate or infringe the rights of any third parties, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain slander, defamatory or otherwise unlawful material.

In addition, you agree not to use the Service or the Site to:

- collect email addresses or other contact information of other users, for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;

- use automated scripts to collect information from the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or of publicity rights, hateful, racially, ethnically or otherwise questionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are yours, (ii) are created by you, or (iii) are original pieces of art or animation created by you;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or make false statements or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use other’s accounts, service or system without authorization from the Company, or create a false identity on the Service or the Site.
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is questionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose the Company or its users to any harm or liability of any type;
- usage of advanced fonts, Java, tables, HTML, or other programming codes or commands are not allowed in messages;
- provide, post or otherwise distribute content which is defamatory, threatening, provocative, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, containing gross exaggeration or unsubstantiated claims, violating the privacy rights of any 3rd-party, unreasonably harmful or offensive to any individual or community;
- use or post any pornographic materials or any content that violates any applicable minor protection legislation; advertise, promote, offer or distribute any pornographic product or products ;
- unreasonably annoy (particularly with SPAM) any other User;

- use or post, without authorization, any content protected by law (e.g. copyrighted, trademarked, patented, utility patented, design patented or other intellectual property (IP) laws); or advertise, promote, offer or distribute any goods or services protected by law;
- use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).
- provide, post or otherwise distribute, content that contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs, videos or illustrations which are inflammatory attacks of a personal, ethical, racial or religious nature;
- provide, post or otherwise distribute, content that discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law or by moral standards;
- provide, post or otherwise distribute, content that violates or encourages the violation of any municipal, state, provincial, federal or international law, rule, regulation or ordinance;
- provide, post or otherwise distribute, content that interferes with any User's uninterrupted use of the Company website;

**WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES UPON NOTICE RECEIVED BY THE COMPANY.** It is your responsibility to determine that your input into our site, including use of any chat room areas of our site, and your user name, abides by the above conditions. If you find any content which breaches these conditions, please notify us by any of the electronic communication methods provided.

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## **28. ANTI-SPAM POLICY**

EXEEDME prohibits any activity commonly referred to as "Spam". Members who are reported and whose claims of "Spam" are validated by EXEEDME will have their respective accounts either immediately **TERMINATED** or **SUSPENDED**, at the sole discretion of EXEEDME. Additionally, any winnings (if any) may be voided at the sole discretion of EXEEDME. EXEEDME defines "Spam" as:

- Posting and/or sending a single message or messages similar in content, to more than five (5) users and/or posting and/or sending messages to users that violate their rules.
- Collecting responses from unsolicited e-mail.
- Sending any unsolicited e-mail that could be expected, in Company's opinion, to provoke complaints.

- Sending email with charity requests, petitions for signatures, or any chain mail-related materials.
- Sending bulk email without identifying in the e-mail a clear and easy means to be excluded from receiving additional email from the originator of the e-mail. NOTE: The inclusion of an opt-out clause does not necessarily legitimize sending unsolicited e-mail.
- Sending email that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.
- Using Company facilities to violate what could reasonably be considered a violation of another Internet Service Provider's (ISP) acceptable use policy and/or terms of service.

User is further prohibited from the following activities:

- Employing any mechanisms, software or scripts when using the Company website. However, the User may use the interfaces or software provided by Company within the scope of the services available on our web site and in accordance with these Terms;
- Blocking, overwriting, modifying and copying of any contents of the Company website.
- Distributing or publicly disclosing the contents of the web site or any of its terms, without written permission from the Company, or
- Performing any actions that may impair the operability of the Company web site infrastructure, particularly, actions that may overload said infrastructure, servers, bandwidth or other equipment or software. EXEEDME may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:
  - Account Suspension: Upon the receipt of a credible and validated complaint, EXEEDME may immediately suspend the membership of the user implicated in the abuse. Suspension serves as a "Final" warning and will prevent the member from continuing their abusive "Spamming" behavior. EXEEDME will evaluate each abuse incident on a case-by-case basis and impose Termination or Suspension at its sole discretion, and may consider void any associated winnings. The Site reserves the right to lift the suspension of a member at any time, at its sole discretion.
  - Account Termination: Upon the receipt of a credible and validated complaint, the Site may immediately terminate the membership of the individual member implicated in the abuse and may consider void any associated winnings.

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## 29. ABUSE REPORTING

If you wish to report a violation of our Anti-Spam Policy, please forward all evidence of abuse to [support@EXEEDME.com](mailto:support@EXEEDME.com). Please do it responsibly.

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### 30. FORFEITURE AND ACCOUNT SUSPENSION/TERMINATION

EXEEDME is committed to taking all necessary measures to prevent anything that gives a member an unfair advantage over another member, as well as, ensuring that the EXEEDME environment is an enjoyable place to work and play. We reserve the right to take immediate action in the event we believe a member is failing to observe the Code of Conduct, these T&C or any other terms or policies that govern the usage of the Site or Services.

As described below, if you are found to be in violation of any of these terms and policies, we may suspend or revoke your account, including its funds, make your scores void, seize the funds in your Account to repay members whom you have cheated, and/or initiate legal proceedings against you. EXEEDME may cooperate with legal authorities and third parties in the investigation of any suspected or alleged criminal or civil wrongdoing

EXEEDME reserves the right, in its sole discretion, to take any or all of the steps described above if it determines, that: (i) you have breached any term of these T&C; (ii) you are participating in any attempt to defraud EXEEDME or the Site through the use of any methods of payment, regardless of the outcome;(iii) you have failed to honor legitimate charges or requests for crypto assets transfers, or you have ‘charged back’ or denied any of the crypto assets transfers on your account; (iv) you are participating in any attempt to cheat another member through collusion or other techniques, regardless of the outcome; or (v) you become bankrupt or subject to analogous proceedings anywhere in the world.

For breaches of the T&C (including the [Code of Conduct](#)) that are deemed by EXEEDME, in its sole discretion, to be unintentional or less serious, first time offenders may receive an initial warning and may have their account suspended at the discretion of EXEEDME. Repeated offenders will be deemed to be intentionally violating the T&C.

If you are suspected of having violated the Rules of Conduct, EXEEDME reserves the right to suspend your Account, including any access to the EXEEDME site, or freeze the crypto assets in your Account and any Account balance or pending withdrawals for up to six months while an investigation is opened.

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### 31. ACCOUNT TERMINATION

EXEEDME reserves the right to terminate your account, limit or prohibit your participation in any game or tournament.

By registering for an account and/or participating in any tournament or game offered on the Site, you consent EXEEDME to access your account information to investigate complaints or other allegations of abuse. All won competitions (if any) may be voided at the sole discretion of EXEEDME.

Any person whose access has been suspended or terminated may not re-register for, or re-access, the Site without our prior written consent. You are responsible for everything that is done on, or through your account while being a member of the Site.

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### **32. TERMINATION**

You are entitled to close your Account at any time by contacting Customer Support at support@EXEEDME.com. EXEEDME will respond to your request within a reasonable time. You continue to assume responsibility for all activity on your account until the closure. EXEEDME is entitled to terminate these T&C immediately on notice (or attempted notice) to your email address (previously provided).

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### **33. NO WAIVER IMPLIED**

The failure of EXEEDME to enforce at any time any of the provisions of these T&C, or the failure to require at any time its abidance, shall in no way be construed to be a future waiver of such provisions, nor in any way affect the right of EXEEDME to enforce each and every provision thereafter. Any waiver given by EXEEDME in regards to a provision, condition or requirement of these T&C shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

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### **34. DISCLAIMER OF WARRANTIES**

While the Company uses reasonable efforts to include accurate and up-to-date information, the Company specifically disregards any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in any and all of the Company websites, either currently operating or created in the future.

The Company does not make any warranties or representations regarding any data, service and/or information provided or made available by any User on any of the Company websites, or on any external web sites linked to them. In particular, the Company does not warrant that said data, service and/or information is true or accurate, or that it fulfills or serves any particular purpose.

Without limiting the before mentioned, under no circumstances shall the Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections,

civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of nature, pandemic diseases, war, alien invasions, artificial intelligent world dominations, meteorites impacts, governmental actions, orders of domestic or foreign courts, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

The company web sites and all materials, information, products and services included in the company websites, are provided “as is,” with no warranties expressed or implied. The company expressly disclaims, to the fullest extent permitted by law, all express, implied and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights. The company disregards any warranties regarding the security, reliability, timeliness and performance of the company websites. The company disregards any warranties for any information or advice obtained through the company websites. The company disregards any warranties for services or products received through or advertised on the company web sites or received through any links provided by the company websites, as well as, for any information or advice received through any links or any user contributions provided to the company websites.

The user understands and agrees that they download or otherwise obtain material or data through the use of the company web sites at their own discretion and risk and that they will be solely responsible for any damages to their computer system or loss of data that results from the download of such material or data.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply in all cases. Users may also have other rights that vary from jurisdiction to jurisdiction.

Company and its web sites are not responsible or liable for content posted by users provided that it is not illegal or, if illegal, knowledge of it is not required or has been informed to the Company, third parties; actions of any third parties or for any damage to, or virus that may infect, a user’s computer equipment or other property.

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### **35. LIMITATION OF LIABILITY**

You agree that EXEEDME will not be liable for any direct, indirect, incidental, special, consequential or exceptional damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from: (i) the use or inability to use the services; (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained, or messages received or transactions entered into through or from the services; (iii) unauthorized access to or modifications of your data; (iv) statements or conduct of anyone in connection with the services; or (v) any other matter relating to the services.

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## **36. INDEMNIFICATION**

By registering and/or participating in any services offered on the site, you agree to indemnify, defend, and do not hold guilty EXEEDME, its subsidiaries, affiliates, and the directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives of each of them and all their successors (collectively, the “indemnitees”) in respect of all claims, costs (including legal fees and costs), damages, liabilities and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the services (including without limitation use of your account, whether or not authorized by you). EXEEDME retains the right to assume the exclusive defense and control of any claim supporting indemnification, and in such cases you agree to cooperate with us to defend any such claim. You will not settle any claim covered by this section without EXEEDME’s prior written approval.

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## **37. HACKING, TAMPERING, UNAUTHORIZED ACCESS AND FUNDS VOLATILITY**

By registering for an account and/or participating in any tournament offered on the Site, you agree that the Site is not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or your account. Any attempt to gain unauthorized access to the Site’s systems or any account, interfere with procedures or performance of the Site, or deliberately damage or undermine the Site is subject to civil and/or criminal prosecution and will result in immediate termination of your account and forfeiture of any prizes to which you were otherwise entitled. Any attempt to participate in any tournament offered on the Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to the Site, will result in active pursuit of civil litigation and/or criminal prosecution, termination of your account, and forfeiture of all prizes to which you would otherwise be entitled.

EXEEDME does not have any control over the funds price volatility held in your account/wallets and cannot be made liable for any loss of value of said funds.

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## **38. STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law, any claim or cause of action arising out of, or related to the use of the Website, Terms and Conditions or Privacy Policy must be filed within ONE YEAR after such claim or cause of action happened or be forever barred.

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### **39. BILLING DESCRIPTOR**

EXEEDME billing descriptor is UNexeedme351915733849

### **40. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between the User and Provider with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms and Conditions or Privacy Policy will be effective only if in writing and signed by the Provider.

THE SECTION TITLES IN THE TERMS OF USE ARE FOR CONVENIENCE ONLY  
AND HAVE NO LEGAL OR CONTRACTUAL EFFECT