



## United Esport – Terms and Conditions of Service

Last Updated: November 17, 2019

### 1. General

1.1. These terms and conditions of service (“**Terms of Service**“) govern the use of the United Esport game (the “**Game**“, as defined below) which can be accessed on our website available at the “**Website**“ (defined below) and on our mobile application which can be downloaded from the application stores (the “**App**“). These Terms of Service constitute a binding agreement between the person who is playing the Game and using the Website, (“**You**“ or “**User**“) and United Esport Ltd., a Maltese company which has developed and is the owner of the Game, with its registered office at Suite 2. Office 2, The Penthouse, Capital Business Centre, Entrance C, Triq Taz-Zwejt, San Gwann SGN 3000, Malta (“**United Esport**“, “**NoGame**“, “**We**“ or “**Us**“), and shall govern Your Use of the Website.

1.2. The use of the Website or App and playing the Game is also subject to the United Esport’s Privacy Policy (the “**Privacy Policy**“) which is available at the Website <https://ul.game/privacy>.

1.3. Before using the Website or downloading the App, please read these Terms of Service and our Privacy Policy. By registering for an account (an “**Account**“) or otherwise using the Website and/or App in any way, or registering for or participating in any Tournaments (as defined below), You acknowledge and represent that: i) You have read these Terms of Service and all obligations and Rules (as defined below); (these Terms of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the “**Terms**“) in their entirety; ii) You agree to the Terms and agree to be bound by them; iii) You are at least 18 years of age or the age of majority in your Jurisdiction of residence, whichever is greater (Residents of Alabama, British Columbia, Nebraska, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Saskatchewan and Yukon Territory must be at least nineteen (19) years of age. Residents of Massachusetts must be at least twenty-one (21) years of age) and iv) You use the Website from a social networking site such as “Facebook“ or “Google“, You shall also comply with their terms of use/service and are subject to their privacy policies.



1.4. **BY USING THE WEBSITE OR APP, YOU ARE EXPRESSING YOUR AGREEMENT TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE WEBSITE AND DO NOT DOWNLOAD THE APP OR USE IT.**

1.5. We reserve the right to change, modify, add or remove parts of these Terms of Service, the [Privacy Policy](#) and other relevant policies at any time, at our sole discretion, and shall post a notice of the amended version on the Website if material changes have been made. All amended terms shall automatically enter into effect immediately upon their publication. By continuing to Use the Website or App, You will be deemed to have accepted such changes. If at any point You do not agree to any part of our Terms of Service, the Privacy Policy, or any other United Esport policy relating to Your Use of the Website or App, You must immediately stop using the Website or the App and playing the Game, and Your Limited License to Use the Website (as detailed below) shall terminate immediately.

1.6. **Definitions:**

- a. **“Deposit”** shall mean a fee that each User shall deposit.
- b. **“Entry Fee”** shall mean a fee in which a User is required to pay for participation in a single competition. The Entry Fee will vary according to Tournament's type and a number of entrants.
- c. **“Employee”** shall mean any person employed or contracted by NoGame Ltd or United Esport Ltd, including any employee, contractor, agent, or any other appointed person.
- d. **“Game”** shall mean the United Esport game, a skills-based strategy game that involves playing in groups of Users, provided through a software application that can be downloaded from the Website or through the App.
- e. **“Nickname”** shall mean a user name selected by You when creating an account. You are allowed to change the Nickname only once from inside the Game's settings (by entering Game, clicking on the “gear-wheel” icon and then clicking on “change name”).
- f. **“Purpose”** shall mean legal and non-commercial purpose of participating in the Game for self-amusement and self-entertainment.
- g. **“Rules”** shall mean specific rules and obligations that apply to the Game



and which may be included within each Tournament in which you participate. Rules may change depending on the level you reach in the Game. We may change the Rules from time to time. Your participation in the Game means you have agreed to the Rules in effect at that time.

h. **“Tournament”** shall mean a competition between players which can include 2 or more entrants and which is played according to the Rules. Users may participate in a Tournament if they have made a Deposit.

i. **“Website”** shall mean United Sport website: [www.UL\\_game](http://www.UL_game) which enables Users to download the Game.

j. **“Use”** shall mean any accessing, viewing, visiting, browsing, downloading the Website or the App, as the case may be, or accessing or playing the Game, through any computer, device or any other source, through the Website or App, for any purpose.

## 2. Limited License to Use the Game

2.1. Subject to Your agreement and continuing compliance with these Terms of Service and any other relevant policies or Rules, United Esport grants You a non-exclusive, non-transferable, non-sublicensable, revocable and limited license (**“Limited License”**) to Use the Game for the purpose only.

2.2. United Esport does not grant to You any license or right except for those expressly granted in the Terms. You agree not to Use the Website or App for any other purpose other than the Purpose expressly permitted by these Terms of Service.

2.3. Any violation of these Terms of Service, including the Restrictions of Use (as defined below), is strictly prohibited, can result in the immediate revocation of Your Limited License and may subject You to liability for violations of any applicable law.

2.4. United Esport reserves the right to determine what conduct it considered as violation of the Terms of Service and/or the Restrictions of Use, and reserves the right to take any action as a result of such conduct, which may include termination of Your Limited License and prohibition from Using the Website or App in whole or in part.



### 3. Restrictions of Use

- 3.1. You agree not to, and not attempt to, under any circumstances, do any of the following while Using the Game (“**Restrictions of Use**“):
- a. Violate any law, any rights of United Esport or any other person or otherwise misuse or inappropriately Use the Website or App, or to engage in any illegal conduct.
  - b. Engage in any act or Use the Website or App in such manner that United Esport considers, in its sole discretion, to be harmful in any way to the Website or App or to its Users’ enjoyment of the Game, or which are in conflict with the spirit or intent of the Website or App.
  - c. Copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website or App or Game or any part of them.
  - d. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Game or to obtain any information from the Website or App or the Game using any method. You shall also not modify or cause to be modified any files that are a part of the Website or App or the Game.
  - e. Use the Website or App if You have previously been removed by United Esport, or previously been banned from playing the Game or participating in a Tournament.
  - f. Use the Website or App for any commercial purpose, including without limitation, attempt to raise money for any party or any purpose or advertise, promote or attempt to trade or sell any product or service of any kind, or perform market research on the Website or through the App. You shall not use the Game to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.
  - g. Cheat or use or participate in the use, directly or indirectly, of automation software programs, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Website, App or the Game.



- h. Using any third party is prohibited, whether it is a person or software. User will have only one account. Only the account holder can participate in the game.
- i. Initiate, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks on the Website or App, or other attempts to disrupt the Website or App or any other person's use or enjoyment of the Website or App or Game.
- j. Interfere with or disrupt the Website or App or servers or networks connected to the Website or App, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or App, or any security feature of the Website or App or any feature that restricts or enforces limitations on the Use of or access to the Website or App.
- k. Gain unauthorized access to the Website or App, through Accounts registered to others or to the computers, servers, or networks connected to the Website or App by any means other than the User interface provided by United Esport.
- l. Post or introduce any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or engage in ongoing toxic behavior, such as any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- m. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another User, person, group, including United Esport's employees, and customer service representatives.
- n. Make available through the Game any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a NoGame employee.
- o. Collect or post anyone's Personal Information (as defined in our Privacy Policy) whether in text, image or video form, including the Nickname of a User, identification documents, or financial information.



3.2. If you are an Employee, you may use a test account, to the Game. You may use the Website and App and Game for the purpose of performing your tasks at United Esport, including testing, evaluating user experience, monitoring contests, and other reasonable and fair uses. Employees may not withdraw money or prizes. Furthermore, Employees or other persons connected to the Website may not share any non-public confidential information to anyone outside of United Esport. United Esport consultants, suppliers, service providers, and promoters may play in contests without such limitation, but only if (i) their arrangement with NoGame does not permit them to have any access to non-public Website data or any other data not made available to all players on the Website and (ii) they do not receive any other advantages in their play on the Website.

3.3. You shall monitor Your Account to restrict Use and You will deny access to persons under the age of 18. You accept full responsibility for any unauthorized use of Your Account or use of Your Account by persons under the age of 18. If you are a parents or a legal guardian of a User who is under the age of 18 and despite the age limitation that User has accessed a Tournament, you shall take action to prevent the continued Use of that User of the Game and Website and App and you shall notify us so we can block that User's Account and access to the Game.

**3.4. WITHOUT LIMITING ANY OTHER REMEDIES, UNITED ESPORT MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR PREVENT THE USE OF THE WEBSITE OR APP OR PARTS THEREOF IF YOU ARE, OR UNITED ESPORT SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR THE RESTRICTIONS OF USE, OR COMMITTING ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE WEBSITE OR APP OR THE GAME, OR IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH OUR POLICIES OR THE PURPOSE OR THE SPIRIT OF OUR TERMS OF SERVICE.**



#### 4. Intellectual Property Rights

4.1. All rights, title and interest in and to the Website, App and the Game, including without limitation any games, scripts, Rules, titles, computer code, themes, objects, characters, character names, stories, dialogue, catchphrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, trademarks, moral rights, documentation, in-game chat transcripts, character profile information, Game characters, recordings of games played, the United Esport's clients and server software and any confidential or proprietary information of NoGame ("**NoGame Intellectual Property** ") are and shall be solely owned by NoGame.

4.2. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE WEBSITE, APP, GAME OR IN NOGAME INTELLECTUAL PROPERTY, AND THAT ALL RIGHTS IN THE WEBSITE, APP, GAME AND NOGAME INTELLECTUAL PROPERTY ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF NOGAME.

4.3. Notwithstanding any provision to the contrary, You agree that You have no right or title in or to any content that appears in the Website, App or the Game, including without limitation the Virtual Items (as defined below) appearing or originating in the Game, whether earned in the Game or purchased or transferred from a third party, or any other attributes associated with an Account or stored on the Website or App.



## 5. User Content

5.1. You are solely responsible for the information that You provide to others or post on, through or in connection with the Website or App (“**User Content**”). United Esport reserves the right to review, monitor, prohibit, edit, delete, disable access, refuse to post, remove to or otherwise make unavailable any User Content without notice for any reason or for no reason. United Esport assumes no responsibility for the conduct of any User inserting or uploading any User Content, and assumes no responsibility for monitoring the Website or App for inappropriate content or conduct.

5.2. We do not, and cannot, pre-screen or monitor all User Content. By using the Website, You may be exposed to User Content that is offensive, indecent or otherwise not in line with Your expectations. Your use of the Website or App and participation in the Game is at Your own risk and You bear all risks associated with the Use of any User Content available in connection with the Game.

5.3. United Esport does not claim any ownership rights in Your User Content and nothing in these Terms of Service is intended to restrict any rights that You may have to use and exploit Your User Content. United Esport has no obligation to monitor or enforce Your intellectual property rights or other rights in or to Your User Content.

5.4. In order to create an Account and participate in the Game, You shall be required to select a Nickname. United Esport reserves the right to remove or reclaim any Nickname at any time and for any reason, including but not limited to claims by a third party that a Nickname violates the third party’s rights.

5.5. The Game may enable You and other Users to communicate and interact with each other through a chat box or the Forum. You agree that You are solely responsible for Your interactions with other Users of the Game and any other parties with whom You interact through the Website, App and the Game.

5.6. If You have a dispute with any User, You hereby release United Esport and its officers, directors, agents, subsidiaries, affiliates and employees, from any and all claims, demands and damages (actual and foreseen) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. United Esport reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with NoGame to investigate any suspected unlawful, fraudulent or improper activity in connection with the Game.





## 6. Payments

**6.1. Entry Fee.** When a User chooses to enter into a Tournament, the User must pay an Entry Fee. The Entry Fee will be deducted from the Cash Bonus balance. If no Cash Bonus is available in the Account, the Entry Fee will be deducted from the available funds.

### 6.2. Deposits.

a. If a User has sufficient funds such as a Cash Bonus or real cash funds available in the Account, the User is not required to pay a Deposit before the User can participate in a Tournament. You agree to pay the Deposit, if required and all fees and applicable taxes incurred by You or anyone using the Website, App and/or an Account registered to You. b. A Deposit may be at the sum of the entry fee to one Tournament or up to 100 \$ per Deposit. Deposits may be withdrawn, under certain conditions, as detailed in Section 6.5 below. c. Deposits made by a User under 18 including by usage of the payment method of a parent or legal guardian, whether authorized or unauthorized by the parent or legal guardian, shall not be refunded. The User, its parent or legal guardian are solely responsible and liable for any damages or losses incurred by You as a result of unauthorized use of the Game and unauthorized payments made by a User under 18.

### 6.3. Bonuses.

a. United Esport may, from time to time in our sole discretion, grant the User a “**Cash Bonus**” which means cash that is paid into the User’s Account, and which can be used to enter into a Tournament.

**b. THE FUNDS ACCUMULATED FROM CASH BONUSES CANNOT BE WITHDRAWN OR USED FOR ANY OTHER SERVICE. CASH BONUSES CAN ONLY BE USED TO PAY THE ENTRY FEE.**

c. A Cash Bonus can be received in one or more of the following ways:

i. “**Immediate Cash Bonus**”: a predefined bonus amount added to your Cash Bonus balance, in connection with certain activities you are required to perform (for example: making your first deposit, confirming your email address, confirming your telephone number, linking your Account to email/Facebook account). Once you perform the requested action, you immediately receive the Immediate Cash Bonus.



ii. **“Invite a Friend Bonus”**: You are entitled to receive this bonus only after the invited friend has performed a certain amount of transactions in the App, as shall be determined by United Esport at its sole discretion from time to time.

You are able to follow your friends' activity on the Bonuses screen, in order to learn when you can expect to receive your Invite a Friend Bonus. iii. **Stars**: Stars are awarded to a Users when he/she: i) enters required identification details such as email, ID, address; ii) plays a Tournament and iii) links his/her Account for the first time. Stars can be used to purchase a Cash Bonus.

## 6.4. Prizes.

a. United Sport may, from time to time, in our sole discretion, grant the User a **“Prize”** which is a sum of money given as a reward to the User for winning a Tournament. Prizes can be withdrawn from the Account by the User as real cash.

## 6.5. Withdrawals.

a. A User may request to withdraw funds accumulated in his/her Account through of Deposits and Prizes at any time. If you close your Account, we will return the funds accumulated in your Account in accordance with the terms of this Section 6.5. Virtual Items and Bonuses cannot be withdrawn. In order to withdraw funds from the Account, the User must have a valid payment method introduced into the Game. You represent and acknowledge that United Esport shall not be liable for any failure or delay to provide payment of funds to You due to an incorrect, non-valid or otherwise non-functional payment method. Processing of withdrawal requests is made by a refund to the payment method used to make your Deposit.

b. If a User wishes to withdraw funds from his account, United Esport may request from the User additional information than was requested for opening an Account, with respect to the User’s identity such as his/her his/her social security number or another national identity number; proof of address, proof of identity and TIN, for the purposes of: i) ensuring that that the User is allowed to play the Game and is not under the age of 18 or located in a country where cash Tournaments are forbidden; ii) ensuring United Esport’s compliance with regulatory obligations (including regulations for fraud prevention and



anti-money laundering). Further information about the personal information we collect from you, the reasons we collect it and how we use it is available in our Privacy Policy, at this link [<https://ul.game/privacy>]. If a User is under 18 or his/her address is located in a country where Tournaments are prohibited, the User will not be allowed to make a withdrawal (unless the User contacts Our support team and provides the necessary documentation required to prove that he/she is allowed to participate in Tournaments).

**c. YOU AGREE THAT UNITED ESPORT SHALL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OR LOSSES SUFFERED BY A USER WHO IS NOT ABLE TO WITHDRAW FUNDS AS A RESULT OF HIS/HER FAILURE OR REFUSAL TO PROVIDE SUFFICIENT IDENTIFICATION DOCUMENTATION.**

d. You acknowledge and Agree that United Esport reserves the right to freeze a User's Account and/or delay a request to withdraw funds if this is necessary to investigate a suspected breach of these Terms, fraud or abuse of the Game and App, and or any other wrongdoing or for verification of identity as detailed in section 6.5(b) above. United Esport shall charge a fee for processing a withdrawal, which is presently 2.5 \$ however United Esport reserves the right to change the fee from time to time at its sole discretion.

e. **Forfeiture of funds.** If we terminate your Account for the reasons stated in Section 6.5(d) above. The funds which have been forfeited may not be returned to you.



## 7. Inactivity Fee

7.1. If your Account is inactive, meaning that you have not entered your Account even once and not participated in at least one (1) Tournament in ninety (90) consecutive days or more (the “**Initial Inactivity Period**”); United Esport reserves the right to charge a fee of \$5.00 per month (the “**Monthly Inactivity Fee**”) starting from 91 days of inactivity.

7.2. If you wish to withdraw the funds in your Account after the Initial Inactivity Period, we will deduct from the withdrawal amount the Monthly Inactivity Fee for each month of inactivity. The Monthly Maintenance Fee will be deducted from the Cash Bonus funds in your Account each consecutive month in which it remains inactive.

7.3. The Monthly Inactivity Fee will not be deducted from your Account if there are no funds in your Account. However, if your Account has no funds and has been inactive for twelve or more consecutive months we reserve the right to close your Account.

## 8. General Terms regarding the Platforms

The Website enables Users to download the App through the Platforms (as defined below).

Therefore, You represent and undertake as follows:

8.1. These Terms of Service are concluded between You and United Esport, and not between You and Apple Inc. or any of its respective affiliates and/or subsidiaries (“**Apple**”), or Google Inc. (or any of its respective affiliates and/or subsidiaries) (all of them, together, shall be referred to as the “**Platforms**”).

8.2. Your use of the App on Your mobile device is subject to the respective Platform’s terms and conditions as available from time to time in the “App Store” or “Google Play”, as the case may be, and You agree to be bound by their terms.

8.3. The Platforms disclaim and shall not have any liability or warranty towards the User, of any kind whatsoever, including but not limited to for: (a) the Limited License granted herein by United Esport; (b) Your Information and any Use of it by United Esport; and (c) maintenance and support services with respect to the App and the Game offered through the App and any complaints about the App and/or Game.



8.4. Any claims and/or demands You may have in connection with the App and/or the Game shall not, in any case, be addressed to the Platforms. Users are instructed to contact United Esport concerning any defects or performance issues in the APP and/or the Game subject to these Terms of Service.

8.5. By downloading the App from the Platforms You hereby warrant and represent that You are not located in a U.S. embargoed country, or in a country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party. You also agree that you will not use the App, Game or any confidential information obtained through the App and/or the Game for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons. Insofar as any terms of "Google" and/or "Apple" apply to the User (as applicable) in connection with the use of the App that is in conflict with these Terms of Service and/or Your Use of the App, the relevant terms of "Google" and/or "Apple" (as the case may be) shall prevail.

## 9. Termination

9.1. You may terminate Your Use at any time and for any reason by deleting Your Account.

9.2. United Esport may terminate or discontinue Your Use of the Website, App or Game at any time and for any reason and without prior written notice, in any case, You have breached these Terms of Service or any other terms referred to herein including in the event of delay in payment of any fees due hereunder. We shall not be liable to You or any third party for the termination of Your use of or access to the Website and/or App. United Esport also reserves the right to block you from creating a new Account if your Account has been terminated in the circumstances of a breach of these terms, fraud, other wrongdoing, improper misconduct or without any reason.

9.3. We may notify authorities or take any actions they deem appropriate, without notice to You, if We suspect or determine that You may have (i) failed to comply with any provision of these Terms of Service or the Privacy Policy or any policies published by United Esport; or (ii) engaged in actions relating to or in the course of using the Website, App or Game that may be illegal or cause liability, harm,



embarrassment, harassment, abuse or disruption for You, United Esport, any third parties or the Website, App or Game.

9.4. In the event of the termination of these Terms of Service for any reason: (a) the Limited License granted to You will terminate immediately; (b) You must immediately upon receiving any notice of termination cease all Use of the Website, App or Game and destroy, or erase all copies of the Game in Your possession or control.

9.5. You may, as the result of termination, lose Your Account and all information and data associated therewith, including without limitation Cash Bonuses. You will not be entitled to and United Esport will not be liable to You or any third party for any refund, reimbursement or other liability as a result of any termination permitted under these Terms of Service for any reason, whether by You or United Esport. Any provision of these Terms of Service which is intended to survive termination shall survive termination of these Terms of Service.

## 10. No Warranty and Disclaimers

10.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE, APP OR GAME IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTIES OF ANY KIND. NOGAME DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING BY LAW, OR OTHERWISE, REGARDING THE WEBSITE, APP OR GAME AND THEIR PERFORMANCE, OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

10.2. WITHOUT LIMITING THE FOREGOING, NEITHER NOGAME NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, DISTRIBUTORS, LICENSEES OR LICENSORS WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE, APP OR GAME AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE WEBSITE, APP OR GAME WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GAME OR THE WEBSITE OR APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.3. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET



(SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

## 11. Limitation of Liability

11.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NOGAME BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, OR LIABILITIES WHATSOEVER ARISING FROM, OR RELATING TO THE WEBSITE, APP OR GAME OR THESE TERMS OF SERVICE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, OR GOODWILL AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE WEBSITE, APP OR GAME, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NOGAME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. UNDER NO CIRCUMSTANCES WILL NOGAME BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO NOGAME IN ACCORDANCE WITH THESE TERMS OF SERVICE IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID NOGAME ANY AMOUNTS IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH NOGAME IS TO STOP USING THE WEBSITE APP OR GAME AND TO CANCEL YOUR ACCOUNT.

11.3. **Force Majeure.** United Esport shall not be liable for any delay or failure to perform any of its obligations or any unavailability of the Website, App or Game resulting from causes outside the reasonable control of United Esport, including without limitation due to unforeseen circumstances or cause beyond United Esport's control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquake, accidents, government restrictions, strikes or other labor problems, shortages of transportation facilities, fuel, energy, labor or materials, or electrical disturbances, lack of power supplies and internet service provider failure or delay.



11.4. Some jurisdictions may not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that United Esport may not disclaim any warranty or limit its liability as set forth herein, the scope and duration of such warranty and the extent of United Esport's liability shall be the minimum permitted under such applicable law.

## 12. Release and Indemnification

**YOU RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, APP AND THE GAME.**

## 13. Miscellaneous

13.1. **Entire Agreement.** These Terms of Service, the Privacy Policy, the United Esport policies and any documents expressly incorporated by reference herein, contain the entire understanding of You and United Esport, and supersede all prior understandings of the parties relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between You and Us with respect to the Website, App and Game. Section headings are provided for convenience only and have no substantive effect on construction.

13.2. **Severability.** You and United Esport agree that if any part of these Terms of Service or of the United Esport Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability in any other manner or jurisdiction and without affecting the remaining provisions of these Terms of Service, which shall continue to be in full force and effect.

13.3. **Assignment.** United Esport may assign or transfer these Terms of Service





and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or transfer any rights or obligations under the Terms of Service or Privacy Policy without United Esport's prior written consent, and any unauthorized assignment or transfer by You is void.

**13.4. Waiver.** The failure of United Esport to require or enforce performance by You of any provision of these Terms of Service or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver of NoGame's right to assert or rely upon any such provision or right in that or any other instance.

**13.5.** The express waiver by United Esport of any provision, condition, or requirement of these Terms of Service or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

**13.6.** Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by United Esport shall be deemed a modification of these Terms of Service nor legally binding, unless documented in writing, and signed by a duly appointed officer of United Esport.

**13.7. Third Party Beneficiaries.** The Platforms shall be considered as third-party beneficiaries of these Terms of Service, and shall have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against You as a third-party beneficiary.

**13.8. Governing Law.** These Terms of Service and any act or matter related thereto or to the Website, App or Game will be governed by the laws of the State of Israel without regard to its conflict of law provisions. You agree that any claim or dispute You may have against United Esport, including but not limited to these Terms of Service, must be resolved exclusively by a court located in Tel-Aviv, Israel, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**13.9. Dispute Resolution.** If a dispute arises between You and United Esport, we strongly encourage You to first contact Us directly by sending us an Email to: [support.ule@ul.game](mailto:support.ule@ul.game) to seek a resolution. We may notify You via postings on the Website, App and via email or any other communications means and contact information You provide to us. All notices given by You or required from You under these Terms of Service or the Privacy Policy shall be in writing, in the English language only, and addressed to: United Esport Ltd., Suite 2, Office 2, The Penthouse, Capital Business Centre, Entrance C, Triq Taz-Zwejt, San Gwann SGN 3000, Malta. Any notices that You provide without compliance with this Section on



Notices shall have no legal effect.

13.10. You acknowledge that the rights granted and obligations made under these Terms of Service to United Esport are of a unique and irreplaceable nature, the loss of which shall irreparably harm United Esport and which cannot be replaced by monetary damages alone so that United Esport shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipated breach of these Terms of Service by You.

#### 14. Contact Us

If you have any question or dispute regarding these Terms of Service, please contact Us by sending us an Email to: [support.ule@ul.game](mailto:support.ule@ul.game) and we will make sure to provide You with an answer and assistance in resolving the issue.

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