

## GENERAL TERMS AND CONDITIONS OF USE

Effective Date: March 31, 2021

Last Modified: March 31, 2021

Unitourn Limited provides an eSport platform with features allowing gamers to participate in tournaments for monetary prizes in competitive, electronic games (the “Service”). The Service is provided by Unitourn Ltd, Registration No. HE 416021, 4 Pavlou Nirvana, Alpha Tower, Office 13, 3021, Limassol, Cyprus (hereinafter “we”, “our”, “us”, the “Company” or “Unitourn”). This User Agreement and Privacy Policy (this “Agreement”) applies to all Users of the Service (collectively or individually, “Users”, “User” or “you”). Each of Unitourn and the Users is referred to as a “Party” and together as the “Parties”.

BEFORE USING THE SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY.

BY CLICKING ON EITHER OF “CONTINUE”, “AGREE”, “ACCEPT”, “APPROVE” OR “REGISTER” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN PLEASE DO NOT CLICK “CONTINUE”, “AGREE”, “ACCEPT”, “APPROVE” OR “REGISTER” IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE SERVICE.

### 1. GENERAL TERMS

#### 1.1. DEFINITIONS

- Authorization is the process of analyzing the software part of the resource of the authentication data entered by the User, as a result of which the User is granted access to the account.
- Account — a User profile that contains authentication and other data provided by the User during the use of the Service.
- Affiliate Program means a program that allows each registered User to refer individuals to register with Unitourn using Unique Links and other methods for which you will be paid a Commission pursuant to these Terms and Conditions.
- Authentication Data — unique means of user identification (username and password) used for authorization.
- Commission means an amount of money earned pursuant to this Agreement through your referrals which may be paid out to you pursuant hereto.
- Profile — a public page that is automatically created on the resource during registration, containing all the data specified by the User during registration, as well as when further changes or additions to the Account data, except for the password and registration address.
- Paid services — additional services provided to the User on a paid basis.
- Registration – a process to create an account according to the established procedure. During the registration process, the user must specify the Authentication Data, and may also indicate additional, optional, information that the User considers necessary.
- Unique Link means the unique URL you will use to refer individuals to us which will identify you and your Account in the Affiliate Program.
- Website — means <https://en.unitourn.com/>, any predecessor or successor domain or URL, along with any website published by us, unless a site is specifically exempt from this Agreement.

## 1.2. THE TERMS AND CHANGES

By registering to the Service and/or accessing or using it, you acknowledge that you have understood and agree to be bound by these terms and conditions (“Terms”) and that you are acting only on your own behalf and not on behalf of anyone else. These Terms form a binding and enforceable contract between Unitourn and you. The Terms apply whenever you access the Service. Unitourn may make modifications, deletions and/or additions to these Terms (“Changes”) at any time. When we make material Changes to these Terms, we will ask for your consent, if required, and provide you with prominent notice as appropriate under the circumstances, e.g. by displaying a prominent notice within the Service or by sending you an email. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided within the Service, is sent via email or otherwise; or (ii) when you opt in or otherwise expressly agree to the Changes or a version of these Terms incorporating the Changes, whichever comes first. If you do not wish to continue using the Service under the new version of the Terms, you may terminate the Terms and de-register your account by contacting us via email [support@unitourn.com](mailto:support@unitourn.com).

## 1.3. USE OF THE SERVICE

When you use the Service, you warrant that you (i) are at least eighteen (18) years of age, or of the legal age in your jurisdiction, (ii) have the power to enter into a binding contract with us and not be prohibited from doing so under any applicable laws, and (iii) have the power to register for a User Account, and participate in the Service.

Unitourn shall not process personal data of individuals under the age of 13 years. Users aged between 13 and 18 (or between 13 and the age of legal majority in your jurisdiction of residence) should discuss the possibility of using the Service with their parents or guardians and provide their personal data to us only subject to the consent of their legal representatives.

If you believe that we might have received personal data from a person under the age eligible for providing their own consent to processing, or that this person needs the consent of their legal representatives and such consent has not been granted, please notify us of this using this email address [support@unitourn.com](mailto:support@unitourn.com). If we become aware that we have collected any personal information from a child below the age of 13, or a child aged between 13 and 18, without the consent of their legal representatives, we shall delete this data from our database, and the respective account, if any.

## 1.4. ACCOUNT REGISTRATION

Upon Registration you will be required to register your user information, such as email address, and password. You guarantee that the information you provide to us upon registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. You are restricted to opening and maintaining only one User Account. You may not transfer your User Account to anyone else, nor to permit anyone else to use your User Account. You may not use the User Account of another User. All transactions are monitored for possible money laundering activity, and any suspicious activity on your User Account could lead to you being reported to relevant authorities and the freezing and confiscation of funds. You can at any time log in to your Account and view a statement of the account which would show recent transactions effected on that Account. If you notice any mistakes you must notify us immediately.

## 1.5. ACCESS RESTRICTION

As you are responsible for all activities that occur on your Account, you should keep the password confidential. You are solely responsible for maintaining the confidentiality of your User Account and password and for restricting access to your device, and you agree to accept responsibility for all

activities that occur under your User Account or password. If you have reason to believe that your User Account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify us by submitting a request through support@unitourn.com. You may be liable for the losses incurred by Company or others due to any unauthorized use of your User Account.

#### 1.6. USER COMMUNICATION

Under this Agreement, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices in the Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### 1.7. REFUNDS

Unitourn does not allow refunds of participation fees. However, it remains at management's discretion, in special circumstances, to determine whether a refund request should be granted. Should you wish to request a refund, please immediately (and no later than 30 days after the disputed transaction) direct your case in writing to our support team by email support@unitourn.com. Rejection of the request is the default to be expected for any kind of transaction older than 30 days.

#### 1.8. EMPLOYEE POLICY

Officers, directors and agents of Unitourn and its affiliates are not eligible to participate in any tournaments, other than for test and product development purposes.

### 2. THE SERVICE

Unitourn offers technical support and updates only for the Service. Unitourn is not responsible for any support and updated for third-party software that you may use to participate in tournaments.

We reserve the right to update and change the Service. If you do not want to accept such a change, you are no longer authorized to use the Service.

We may make changes to or discontinue any of the features and functionality available within the Service at any time at our sole discretion, and without notice to you.

We may, with or without notice to you: (i) modify, suspend or terminate your access to the Service in accordance with these Terms; and (ii) interrupt the operation of the Service as necessary to perform maintenance, error correction, or other work.

We may suspend and/or close the User Account of any User who violates, or whom we reasonably believe may be in violation of, these Terms, at any time without notice and without liability to the User. Also, and without limiting our other rights or remedies, if we believe you have violated these Terms or if you have violated these Terms, Unitourn has the right to determine that your winnings, if any, will be forfeited, disgorged or recouped by us. Violations may include one of the following, but not limited to:

- if you used any type of cheat codes during the period of participation in tournaments;
- if you disclosed information relating to your Account, or login and password from the game lobby, or any other information about the tournament to third parties without our prior consent;
- if you disclosed misinformation about the Service and/or Unitourn.

Team game is prohibited in those modes where single participation is provided (solo tournaments), including team game between participants of two or more teams in duo and squad tournaments. The violation is regarded by the Platform as fraud, which entails zeroing the win and ban the user.

You may be able to access third party games, websites or services via the Service. We are not responsible for third party websites, services, or content available through such third party services. You are solely responsible for your dealings with third parties. Your use of third-party software, websites or services may be subject to that third party's terms and conditions.

### 3. COMPLIANCE WITH LAWS

#### 3.1. GAME OF SKILL

Cash tournaments in skill games are not considered gambling, since the generally accepted definition of gambling includes three specific things: (1) awarding a prize, (2) paid remuneration (meaning that participants pay for the competition), and (3) a result determined on the basis of chance. Without all these three elements, a competition that rewards real prizes is not gambling. In the case of Unitourn tournaments, the results are not determined by chance, but rather achieved due to the skill or ability of the player, which makes these tournaments legal in most countries of the world.

#### 3.2. JURISDICTION

You are responsible for complying with all applicable laws. Your participation in the Service is at your own risk, and you agree not to hold us responsible or liable if applicable laws restrict or prohibit your access or participation.

We DO NOT allow for Users to participate in tournaments in any state, country, territory or jurisdiction in which such tournaments violate its Laws ("Prohibited Jurisdiction"), and if you are located in any Prohibited Jurisdiction then you may not participate in our tournaments. Currently Prohibited Jurisdictions include: Cuba, Iran, North Korea, in the United States, Prohibited Jurisdictions, as of the date hereof, include: Arizona, Arkansas, Connecticut, Delaware, Louisiana, Montana, South Carolina, South Dakota, and Tennessee. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access the Service, and we may block access from any Prohibited Jurisdiction.

Unitourn reserves the right to monitor the location from which you access the Platform and to block access from any jurisdiction in which participation is prohibited or restricted

**WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OFFERED BY OUR DEVELOPER PARTNERS OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.**

### 4. INDEMNITY

The User acknowledges and agrees that Unitourn gives no representations or warranties regarding the Service quality, safety, reliability, availability, or performance. The User acknowledges and accepts that the Users use the Service at the user's own risk, and that Unitourn will not be responsible for any consequential damages arising out of the use of, or the failure to use, the Service.

The User agrees to indemnify and hold Unitourn and each of their directors, officers, employees, contractors, suppliers and partners, harmless from any claims, losses, damages, liabilities, costs and expenses, including attorney's fees, arising out of or relating to the User's use or misuse of the Service, breach of these Terms or violation of the rights of any other person or entity, except solely to

the extent any of the foregoing arise out of the wilful misconduct or gross negligence of Unitourn. Unitourn reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which the User is required to indemnify Unitourn and the User agrees to cooperate with our defense of these claims.

## 5. PRIVACY POLICY

Our Privacy Policy is hereby incorporated into this Agreement. Please read it carefully for details relating to the collection, use, and disclosure of your personal information.

## 6. PROHIBITED USES

You may not use the Service in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Service. You may not intentionally interfere with or damage the operation of the Service or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code. You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service.

You may not attempt to gain unauthorized access to the Service, or any part of it, other accounts, computer systems or networks connected to the Service, or any part of it, for example, by hiding your location, using a VPN, any kind of hacking, password mining or other means, or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service. You agree neither to modify the Service in any manner or form, nor to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

You may never use the User Account of another User, even if permitted by that User.

You may never, at any circumstances, deposit money to your User Account that does not belong to you, that has been gained from criminal or other illegal activity, or by using a credit, debit or charge card, bank account or other method of payment that does not belong to you personally.

You may never deposit or withdraw funds from/to a User Account not registered by you.

You may not deposit funds to or withdraw funds from your User Account with a method of payment that is not set up by you and issued in your name. We have the right to verify, with or without authorized third parties, that the method of payment is set up by the User and deny any depositions and/or payouts.

In accessing or participating in the Service, you represent and warrant to Unitourn that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Service. Any User who engages in, participates in, or displays behaviour that may be interpreted, in our sole discretion, as unfair methods in participating in the Services will be subject to immediate sanction (as determined by Unitourn in our sole discretion), which may include, without limitation: (i) immediate termination of User Account and blocking of the User's access to the Services; (ii) any winnings that the User may otherwise have been entitled to receive shall be void and forfeited; and (iii) any winnings received by the User shall be subject to disgorgement and/or recoupment.

Any form of cheating, or methods other than what is intended to participate in game and achieve new Ranks, are strictly forbidden and will not be tolerated under any circumstances when participating in our tournaments. Users are prohibited from influencing or manipulating a third party game so that the outcome is determined by anything other than its merits. Examples of cheating can include but are not limited to, radar hacks, ESP, wallhacks, speed hacks, aim hacks, hitbox manipulation, teleportation, game file editing, macros, stat padding, bot play (playing against AI instead of real opponents);

account sharing (letting another User play on your Account), using bugs to gain an advantage versus opponents, any third party software or tool that can reasonably give an unfair advantage and is not expressly allowed by the game's original publisher, any action to intentionally alter or attempt to alter the playing conditions or the results of any game or attempts to interfere with another user's connection to the game service through Distributed Denial of Service (DDoS) or any other means. We reserve the right to declare void any winnings related to cheating, to reset User's rank, to exclude User from any tournaments, to confiscate User's funds, to ban User for either a limited time period, or a permanent or lifetime ban.

Users are prohibited from engaging in harassment or discrimination on the Service based on race, colour, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

## 7. PARTICIPATION IN TOURNAMENTS

All tournaments will be governed by these Terms along with any specific rules applicable at the time of the tournaments's start. The specific rules for each tournament will be available from time to time at the start of that tournament. Such rules may be, but is not limited to, entry fees, the numbers of Users in the tournament, duration of the tournament, distribution of prizes etc. When you enter a tournament, you acknowledge that you have read and understood in full all the Terms and rules regarding the tournaments offered by Unitourn.

You affirm that at the time that you entered a tournament you had no knowledge as to the outcome of the respective tournament. Entering tournaments about which the User has gained access to insider information are not allowed. Where there is a suspicion of a violation of this rule, we retain the right to void the tournament and refuse to pay out winnings. We also retain the right to take any further action to protect our legitimate interests and to comply with other laws and regulations. We retain the right to decline to accept entering any tournament without providing any reason.

The list of tournaments, their status and details are available to the User on the Website. Any errors in the details of a tournament will not influence the validity of it. An entry fee which has been paid cannot be amended, withdrawn or cancelled by the User. A mistake regarding the details of a tournament will not influence the validity of it. Should a tournament for any reason be stopped prematurely, before it finishes as set out by its rules, or before any winnings are distributed, the User will be refunded the whole amount of his entry fee/s paid to that competition.

When you enter a tournament, you acknowledge that you have read and understood in full all the Terms and rules regarding the tournaments offered by Unitourn as stated herein. Should a tournament that has a set number of participants according to its rules not reach full participation, winnings will be calculated on the accepted amount and number of participating users only.

Unitourn calculates the available funds, the pending funds, the funds reserved in ongoing competitions as well as the amount of the winnings. Unless proved otherwise, these amounts are considered as final and are deemed to be accurate.

Unitourn will never question you about the relevance of the tournaments you wish to enter and will not be held responsible for the possible mistakes that could have been made when entering such tournaments, including mistakes regarding the fee/s of the tournaments.

Winnings will be paid into the User Account after the final winning result(s) is/are confirmed. However, Unitourn reserves the right to set aside any winnings should there be investigations into the result of a tournament resulting from a suspicion of undue manipulation, cheating or criminal activities that may have affected the result of the tournament. If the irregularity is confirmed, we retain the right to declare void any related winnings as well as entry fees.

Should we become aware that a User has entered or participated in tournaments using different User Accounts that the User has irregularly opened, or that has been opened by another User, all

tournaments and results as well as winnings will be voided. We retain the right to take further action as deemed appropriate and necessary.

Communication errors do occasionally happen. Tournament results are confirmed only when received on our servers.

Should there be a break in communication after you entered a tournament and your entry has been received on our servers it will still be considered valid. You will be informed that it has been accepted once communication is re-established at which time the tournament may have been settled. If the entry into a tournament is not received at our servers then it will not be valid and the amount will not have been deducted from your account. The entry fee for each tournament will be specified by Unitourn at the time of the competition.

## 8. PAYMENTS, WINNINGS & PAYOUTS

Unitourn uses the services of third-party electronic payment processors and financial institutions, as well as application stores to pay for subscriptions, purchase tickets, additional content and withdrawal prizes.

When you pay with a credit card, payment processing (including entering a card number) takes place on the secure page of the processing system, which has passed international certification. This means that your confidential data (card details, registration data, etc.) are not received in the online store, their processing is fully protected and no one, including our online store, can receive personal and bank data of the client. When working with card data, the information protection standard developed by Visa and MasterCard international payment systems - Payment Card Industry Data Security Standard (PCI DSS) is used, which ensures the secure processing of the Holder's Bank Card details. Data transfer technology used guarantees security for Bank Card transactions by using Secure Sockets Layer (SSL), Verified by Visa, Secure Code, and closed banking networks with the highest degree of protection.

The number of Users participating in a tournament and their relative skills determine the result of the competition. Cash prizes will be deposited into the User Account. Prizes are subject to minimum payout thresholds depending on your chosen payment method. No interest is paid on any funds, irrespective of the amount, held in the User Account.

When requesting a refund in case of refusal to purchase, the refund is made exclusively to the same bank card with which the payment was made

For prize withdrawal purposes, Unitourn uses the services of third-party electronic payment processors and financial institutions (payment providers). The withdrawal of prizes may be subject to operation and administrative fees as a percentage of the amount withdrawn (as determined by the payment providers and such information may be available in your User Account). Users shall bear responsibility for all necessary fees and expenses.

It is the responsibility of the User to keep track of winnings and report them to the proper authorities, if the User resides in a jurisdiction where those winnings are taxable. Any amounts that are mistakenly credited to the User Account as winnings remain our property and will automatically be transferred from the User Account upon the error being noticed. Any winnings mistakenly credited to the User Account yet withdrawn by you will constitute a debt owed by you to us in the amount of such wrongfully attributed winnings.

All transactions will be denominated in foreign currency according to your localization unless specifically stated otherwise on the Platform. Keep in mind that payment systems or your financial institution may use different conversion rates for payments and refunds.

When you request your first withdrawal from the User Account, we can ask you for (i) proof of your identity and (ii) your home address. If you are unable to provide this to us, to our reasonable

satisfaction we may be unable to pay your requested withdrawal to you. We reserve the right to request this information for subsequent withdrawals too.

We reserve the right to refuse to accept any promotional offers that we make to you and to withdraw them at any time. Any promotional offer that we make is subject to change by us at any time. Any additional terms and conditions that apply to a promotional offer will be displayed in relation to it. By accepting a promotional offer and/or making use of a promotional offer, you are confirming that you agree to its terms and conditions.

If you provide materially misleading, inaccurate or incomplete information in the User Account, we will be entitled to terminate the User Account and cause you to forfeit any prizes you may have won as well as exercise any legal remedies we may have as a result of such conduct.

Unitourn reserves the right, from time to time, to set limits on the maximum amount that the Users are allowed to deposit and withdraw, as well as the maximum balance allowed on the Users' Account.

The withdrawal amount exceeding 15 US dollars or Euros, the Administration of Unitourn reserves the right to process manually.

Unitourn reserves the right to invalidate the concluded agreement with the user (including before the start of events), refuse to fulfill obligations under such an agreement (including refuse to pay any winnings) or return any funds on the account balance at the current moment, in if: a) the game account was not used to pay for participation in tournaments or other products from Unitourn b) the user used less than 50% of their own funds deposited into their account to participate in tournaments or purchase other products from Unitourn

## 9. ENTRY FEE

Users shall purchase Unitourn tickets to participate in Unitourn tournaments. Tickets can be purchased through the Website. Tickets are offered in different bundles at a given price. We reserve the right to from time to time, in its sole discretion, change the purchase price and the size of the bundles.

If your use of the Service is subject to any type of value added tax or sales tax, then we may also charge you for those taxes, in addition to the payment for Tickets.

Upon purchase, tickets are saved on the User Account, and can then be used for participation in tournaments. Tournament rules may differ between challenges and thus the number of tickets needed for participating in different tournaments may vary.

If a User ranks among winners in a tournament, the User will receive a real money value prize to his account balance. From that account balance, the User can only withdraw its prize money in real money.

Tickets can only be used for participating in tournaments. Tickets cannot be exchanged for money, refunded or in other ways disposed of. Tickets have no real monetary value.

Unitourn reserves the right to forfeit any tickets from a User in case of a breach by User of these Terms.

A ticket can be redeemed only by a registered User. Once redeemed, a ticket cannot be amended, withdrawn or cancelled by the User.

## 10. UNIQUE LINKS; REFERRALS; CONDITIONS TO PARTICIPATION

Upon a User joining the Affiliate Program, we will provide you with a Unique Link associated with your Account. You must use the Unique Link in your referrals in order for us to be able to credit a



referral and any Commissions to you. We are under no obligation to credit you for referrals or Commissions if you fail to properly use your Unique Links.

In order for a referral to be credited to you, a new User must create his account with us only through your Unique Link (a "Referral"). Each Referral must be "unique" – i.e., we will not credit you for multiple User accounts of the same User. We will also not credit you for any Referral if we are unable to determine that a User actually created a User Account on the Website as a direct result of clicking your Unique Link.

We will take commercially reasonable steps to provide you with online access to reports that track and review Referrals credited to your Account. Such reports will be available in your Account. Such reports will be updated on a regular basis but updates will not be "real-time" and are subject to final recalculations, which may take into account non-completed transactions, adjustments for fraud and other potential changes. The form, content and frequency of updates of such reports are subject to change at our discretion.

Currently Commission amounts are as follows:

- 5% for each referral win in any platform tournament
- 5% from purchase of referral tickets

Commissions are calculated on ticket purchases and winnings of your Referrals.

Your Commissions will be calculated in accordance with the Terms hereof and any additional rules indicated in your Account. We reserve the right to amend the program rules at any time by posting such amendments. No other notification will be made to you about any amendments. You acknowledge that your continued participation in the Affiliate Program following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.

As a condition to participation in the Affiliate Program, you shall not use any fraudulent or deceptive means of any sort to try to earn Referrals or Commissions.

Additionally, as a condition to participation in the Affiliate Program, you agree to all of the following in connection with the Affiliate Program and/or us and/or in any place in which you promote the Website:

You shall not incur, undertake or make any representation, warranty, covenant or agreement on behalf of us.

You shall not make available any material that infringes or violates the copyright or other intellectual property rights of any person, including us.

You shall abide by all applicable domestic, foreign and international laws and regulations.

You shall not participate in the Affiliate Program in any way that exposes us to liability of any kind.

You shall be solely responsible for all acts and omissions that occur as a result of your participation in the Affiliate Program.

You shall not post, link to, or otherwise make available any material that contains software viruses or any computer code, file or program designed to interrupt, destroy, limit or monitor the functionality of any computer software or hardware or any telecommunications equipment.

You shall not send any e-mails to advertise on behalf of us.

You shall not use social media promotions without our previous consent and pre-approval.

We reserve the right to take appropriate action against you for any unauthorized use of or participation in the Affiliate Program, including civil, criminal and injunctive redress and the termination of your

participation in the Affiliate Program. Any use of our computer systems not authorized by these Terms is a violation of these Terms and certain domestic, foreign and international laws.

## 11. INTELLECTUAL PROPERTY RIGHTS

### 11.1. SOFTWARE LICENSE

Unitourn's Service and Website are the property of Unitourn Limited a company incorporated and registered in Cyprus. Subject to this Agreement, Unitourn grants to you a non-exclusive, limited, revocable, non-transferable, non-assignable, non-sublicensable license to access and use the Service, excluding the related object code and source code, on a Device owned or controlled by you, solely for the purpose of accessing and using the Service in accordance with these Terms and for your personal use, and solely for so long as the User Account is open. You acknowledge that you are granted licensed rights only. You may not copy, distribute, make available to the public or create any derivative work from the Service or any part of our platform unless you have a prior written approval from us.

### 11.2. OWNERSHIP

All content of the Service, and all Unitourn's products and services, trademarks, symbols, logos, domain names, and all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are the sole and exclusive property of Unitourn. We reserve all rights not expressly granted herein. Except as expressly set forth herein: no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of Service does not convey or imply the right to use the Service in combination with any other information or products.

## 12. TERM AND TERMINATION

These Terms apply from the User's registration of the User Account, and continue to apply until terminated by either the User or Unitourn. The User agrees that Unitourn, in its sole discretion and in accordance with these Terms, may terminate the User Account or the Users use of the Service. Unitourn may also in its sole discretion and at any time discontinue providing access to the Service, or any part thereof, with or without notice. The User agrees that any termination of the User's access to the Service or any account the User may have or portion thereof may be affected without prior notice, and the User agrees that Unitourn shall not be liable to the User or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Unitourn may have under this Agreement or under law.

Unitourn will deem User Accounts inactive and close such User Accounts after a period of at least six (3) months of complete User inactivity, regardless of any unwithdrawn balance left on accounts.

You may terminate these Terms at any time and for any reason by going to your User Account and following the account closure process, or by submitting a request to our Support [support@unitourn.com](mailto:support@unitourn.com). Upon termination of the User Account, you must immediately discontinue use of the Service and the User Account. Immediately upon termination of the User Account, all license and rights granted to you under these Terms automatically expire. Your obligation to pay accrued Fees will survive any termination of these Terms.

After termination of your User Account, you will not be able to reinstate the closed User Account. Under certain circumstances and depending on the time lapsed since the Account termination, you should contact Support via [support@unitourn.com](mailto:support@unitourn.com) to request an account reinstatement.

Any sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

## 13. DISCLAIMERS

The Service is provided “as is”, “with all faults” and “as available” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Unitourn disclaims all warranties, express or implied, including, but not limited to, possibility to use and non-infringement of proprietary rights. Unitourn does not warrant that the features contained in the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available is free of viruses, bugs, program limitations or other harmful components.

Unitourn does not warrant or make any representations regarding the use or the results of the use of the Service in terms of its correctness, accuracy, reliability, or otherwise. The User understands and agrees that the User downloads, or otherwise obtains material, or other data through the use of the Service at the User’s own discretion and risk and that the User will be solely responsible for any damage to the User’s computer system or loss of data that results from such material or data.

#### 14. COMPLAINTS

Should you wish to raise a complaint, please do so via email by sending us an email at [support@unitourn.com](mailto:support@unitourn.com). We are committed to ensuring that any received complaints or disputes are dealt with in a fair, open and timely manner.

#### 15. LIMITATIONS OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall Unitourn or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable to the User for any special, indirect, incidental, consequential, or exemplary damages that arise out of, relate to or result from the User’s use or the inability to use the company materials, the Service itself (including any loss or disclosure of assets), or any other interactions with Unitourn, even if Unitourn or a Unitourn authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, and in such event the above limitation or exclusion may not apply to the User. In such cases, Unitourn’s liability will be limited to the extent permitted by law.

In no event shall Unitourn or its affiliates, contractors, employees, agents, or third party partners or suppliers’ total liability to the User for all damages, losses, and causes of action arising out of or relating to these Terms or your use of the Service (whether in contract, tort, warranty, or otherwise) be higher than the available funds on the User’s Account, and/or an amount equal to the User’s entry fee for the matter in question, whichever is higher.

The above limitations shall also apply with respect to damages incurred by reason of any products or services sold or provided to you by third parties other than Unitourn and received by the User through, or advertised on, the Service or received by the User through any links provided on the Service.

Unitourn is not to be held responsible for the consequences caused by the breakdown of any device or software, directly managed or outsourced, which could lead to a total or partial reduction to the access of its services, via Internet or by phone.

Unitourn is not responsible for any consequences resulting from major incidents such as any strike, terrorist activities, political crisis, war, saturation of the telecommunication networks or natural catastrophe; which could lead to a total or partial reduction to the access to its services, on Internet or by phone.

#### 16. GOVERNING LAW AND DISPUTES

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the laws of Cyprus, without regard to choice or conflicts of law principles.

You agree to resolve any dispute arising out of or in connection with this Agreement through amicable informal negotiations. If such negotiations are not successful, the dispute shall be finally settled by the courts of Cyprus.

The User agrees that any claims subject to dispute must be made in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, in so far as permitted under mandatory law.

The user agrees that any claims that are the subject of the dispute must be brought by him personally, and not as part of any class or party action.

#### 17. ASSIGNMENT

Unitourn shall have the right to assign these Terms or any part of them, and Unitourn may delegate any of its obligations under these Terms without restrictions. You may not assign these Terms or any part of them, nor transfer or sub-license your rights under these Terms, to any third party.

#### 18. SEVERABILITY

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### 19. ENTIRE AGREEMENT

This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties, or by a change to these Terms made by us in accordance herewith.

#### 20. WAIVERS OF OUR RIGHTS

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

#### 21. MISCELLANEOUS

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.