

The following key points of this Terms of Service are brought for your convenience only. They do not substitute the full Terms of Service.

1. **ClanPlay.** The service is owned and operated by Clanplay Ltd.
2. **The Service.** An instant messaging service that lets you chat with friends from your games, either privately or in a group. As a user of the Service you can communicate with all the users that share your groups or befriended you, if your game account is linked to ClanPlay, you can also chat directly with them as well. Likewise, other users can communicate with you, but you may block users (and may be blocked by other users) via the Service.
3. **Privacy.** We respect your privacy as further explained in our Privacy Policy
4. **Intellectual property.** All legal rights in the Service, including all intellectual property rights, are owned by us. Obviously, we don't own the users' content.
5. **Content of third parties.** We do not claim ownership in content that originates from users or third parties. However, you give us permission to use content that you submit to the service. The display of any linked game, its clans or other content originated from third party providers does not constitute our endorsement, sponsorship, recommendation or encouragement concerning the linked game. All information and functionalities associated with a given chat or stream, including its members, permissions, properties, settings and content originate from users, third party providers or the developers or vendors of the linked game, but not ClanPlay.
6. **Removal of inappropriate content.** If you find any content in the Service that violates this Terms of Service, please report it to us at [info@clan-play.com](mailto:info@clan-play.com).
7. **Remove infringing content.** Requests to remove content that infringes the copyright of others must be made in accordance with our Copyright Policy.
8. **Commercial content.** We may display advertisements in the Service or offer you to download free or paid games, but we do not endorse or recommend advertised games or content.
9. **Age restriction.** You must be 13 years of age or older in order to use the Service.
10. **Disclaimer of warranty.** The Service is provided for use as is. We disclaim all warranties and representations with respect to the Service.
11. **Limitation of liability.** To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf – will not be liable for any damage or loss, arising from the use or inability to use the Service.
12. **Law & jurisdiction.** Use of the Service is governed by the the laws of the State of New York. Any and all disputes, claims or controversies between you and the Company regarding these Terms or the use of the Service, shall be settled through binding arbitration You can opt out of arbitration under the terms outlined below, in which case disputes will be decided in court.

#### **... and in detail**

Welcome to **ClanPlay**, an instant messaging application aimed at gamers (the “**Service**”). The Service is owned and operated by Clanplay Ltd. (“**ClanPlay**”, “**we**”, “**us**” and “**our**”). It is available through our designated mobile application (the “**App**”) and on our website (the “**Website**”). Our Website may not include the full functionality of our App.

Please read the following Terms of Service (the “**Terms**“) carefully. By installing, signing up to, accessing or using the Service, you agree to these Terms. If you do not agree to these Terms, you may not access or use the Service.

Use of the Service may be subject to additional terms and conditions that govern the use of Apple devices, application marketplaces or other services that interact with the App. You alone are responsible for complying with such additional terms and conditions.

### **ABOUT CLANPLAY**

**Chats.** ClanPlay is a messaging service that lets you chat with other ClanPlay users, either privately (a “**Personal Chat**“) or in a group (a “**Group Chat**“, and collectively “**Chats**“). It also enables you to connect to games linked to ClanPlay (“**Linked Games**“) in order to communicate with players in your clans (“**Clan Member**“). Once you are linked to a game, you will see all Clan Members and the messages sent within the clan (“**Clan Chat**“).

When using Clan Chats:

- You will receive all messages sent to you within the clan, even when you are not actively playing the game;
- Messages you sent to your Clan Chat in ClanPlay will be delivered in the game to your clan mates as well;
- You will be able to initiate a Personal Chat with each ClanPlay user you connect to; and
- You can invite other players to enjoy the Service.

**Stream Videos.** You may also share videos from third party services such as Twitch and Mobcrush through the Service (“**Streaming Content**“).

**Communications.** As a user of the Service you can communicate with all the users that share your groups or befriended you. Likewise, other users can communicate with you. If you do not want a certain user to send you messages, you may block that user via the Service.

**Invitations.** Using the Service, you can invite friends and contacts to join the Service. You assume full responsibility for such invitations.

We do not endorse Third Party Content. The display of any Linked Game, its clans, Streaming Content or other content that originates from third party providers does not constitute our endorsement, sponsorship, recommendation or encouragement concerning such content.

**Discussions.** All information and functionalities associated with a Chat, including its members, permissions, properties, settings and content, originate from users or the developers or vendors of the Linked Game, but not us.

**Clan Chat.** If you have a problem with the Clan Chat, or any complaint with respect to it, please contact the relevant Linked Game developer or vendor. We have no control over the content sent within the Clan Chats or the Clan Members participating in the Clan Chat. If you would like to leave a Clan Chat you may do so through the Linked Game's interface.

## **REGISTRATION TERMS**

**Information you provide.** In order to use the Service, you must be an individual and register with a personal user account. When you register to the Service, we will ask you to provide us the details we describe in our [Privacy Policy](#) ("Registration Information").

**Non-registered Users.** If you have been invited to a Chat room you may also use some of the features of the Service without registering as a user ("Non-Users"). Chat rooms that enable Non-User access to the Service are only available through our Website. These Terms similarly apply to Non-Users as they do to registered users.

**False information.** If we believe that the Registration Information you provide is deceptive or offensive, or if we believe that you violated these Terms, we reserve the right to suspend or terminate your user account or your access to the Service.

**Additional Information.** We reserve the right to request additional information to verify your identity, during the registration process, throughout your use of the Service or when you submit requests related to your user account.

## **YOUR PRIVACY**

We respect your privacy. Our [Privacy Policy](#), which is combined into these Terms, explains our privacy practices. We encourage you to read it carefully.

## **COMMERCIAL CONTENT**

**Ads.** We may incorporate advertisements or commercial information in the Service or in any feature in the Service. We do not control the ads and cannot guarantee that they are reliable or accurate. Including them in the Service does not mean that we recommend or endorse the goods or services that they offer. If you choose to purchase them, you do it on your own accord and we bear no responsibility for your decision or its consequences.

**Games promoted in the Service.** We may cooperate with game developers in order to advertise certain games in the Service. The games promoted in the Service are always offered by their respective developers or vendors and under their exclusive responsibility. If you encounter any problem with such promoted games, or if you have any complaint with respect to the promoted

games, you should address it only to the relevant developer or vendor. You release us to the full extent permissible by law from any liability for such promoted games.

### **INTELLECTUAL PROPERTY**

**Our intellectual property.** All rights, title and interest in and to the Service and its features, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith, but excluding any content that originates from users, are the exclusive property of ClanPlay and its licensors.

**Restrictions.** You may not copy, distribute, display or perform publicly, make available to the public or communicate to the public, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Service, its features or any part thereof, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute, or damage our goodwill.

### **CONTENT**

In this chapter we describe what you can and cannot do with content of messages that you send to other users in the Service.

**Content.** You may include in the messages you send through the Service content such as text, images, links, video clips, audio etc. and you may also upload Streaming Content (collectively, "Content"). You may not upload, send or otherwise deal with any Content that violates these Terms. You are solely responsible for the Content you send or make available through the Service, and the consequences that may arise from it.

We do not claim any ownership to the Content. However, you grant us an irrevocable, perpetual, world-wide, royalty-free, sub-licensable and assignable license to copy, reproduce, create derivative works of Messages Content you make available through the Service, such as your profile picture and other public information, in order to operate the Service and provide you with its features.

**Links.** The Service and the Content may include links to other online resources that third parties provide. We do not operate or monitor these online resources or their content. We assume no

responsibility or liability for such third party content or their availability and we bear no responsibility for your decision to open such links and the consequences of doing so.

**Retention.** Note that if you log out the App and another registered user log in to his or her account through your device, your message history will be deleted from your device. When you will thereafter re-log in to your account you will be able to see only a few of the latest messages you sent and received.

## **USE OF THE SERVICE**

**Acceptable use.** You may use the Service only for your private, personal and non-commercial purposes.

**Prohibited use.** When using the Service, you must refrain from:

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the Service;
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the App or Website or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content from the Service or send data to the Service including for the purposes of competing with the Service, or in such ways that may impair or disrupt the Service's functionality;
- Displaying or embedding content from the Service, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity in a manner that violates any third party rights;
- Collecting, harvesting, obtaining or processing personal information regarding the Service's users, without their prior explicit consent;
- Abusing, harassing, threatening or intimidating other users of the Service;
- Linking to the Service from web pages or applications that contain content that encourages racism or wrongful discrimination;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Violating any applicable law;
- Sending, uploading to or making available within the Service Content which may be considered as –
- Infringing or violating intellectual property rights of other parties, including copyrights, patents, trade secrets and trademarks;
- Identifying minors, their personal details or their address and ways to contact them;
- Software viruses, Trojan Horses, worms, vandals, spyware, ransomware and any other malicious applications;

- Constituting a violation of a person’s right to privacy or right of publicity;
- Threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable;
- Unsolicited commercial communications (‘spam’), chain letters, or pyramid schemes.
- Otherwise prohibited by any applicable law.

**We encourage respectful behavior.** If you receive or being aware of any content through the Service that violates these Terms, please let us know by contacting us at: [info@clan-play.com](mailto:info@clan-play.com). We will review every request and take action as necessary.

**Blocking content.** We may, but are under no duty to, review content made available through the Service. We may, in our sole discretion, temporarily or permanently delete or block access to content, if we find such content in violation of these Terms.

### **REQUESTS TO REMOVE CONTENT FROM THE SERVICE**

Requests to remove content due to copyright infringement, must be made in accordance with our [Copyright Policy](#). After receiving a request to remove or re-post content on the Service, we will review the request and take action as necessary.

### **FEE-BASED SERVICES**

**Fee based Services.** The Service is free of charge, but we reserve the right to charge fees for certain features of the Service (“**Fee-Based Services**“). We may, at any time and in our sole discretion, change a free-of-charge feature to a fee-based feature.

### **AGE RESTRICTION**

If you are under the legal age of maturity in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to accept these Terms. By using the Service, you declare to us that you have obtained it. **If you are under the age of 13 you may not use the Service in any way.**

### **TERMINATION**

**Terminating Your ClanPlay Account.** You may, at any time, request to terminate your account by contacting us at [info@clan-play.com](mailto:info@clan-play.com). Please note that merely uninstalling the Service won’t delete your account and its details, including all the information maintained in it, which may still remain with us.

We may temporarily or permanently limit, block your access to or terminate your user account, if we determine that you breached these Terms.

Upon termination of these Terms or your account, for any reason, your right to use the Service is terminated and you must immediately cease using the Service; and we will not be liable to you for termination of access to the Service.

**Operation of the Service.** We may at any time discontinue or terminate the operation of the Service, its features, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you.

### **CHANGES**

**Changing the Service.** We may, at any time and without prior notice change the layout, design, scope, features or availability of the Service.

**Changing these Terms.** We may revise these Terms, in whole or in part, at any time by putting you on notice of the amended Terms. Your continued use of the Service after the effective date of the amended Terms constitutes your consent to the amended Terms.

### **DISCLAIMER OF WARRANTY**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE SERVICE WILL BE UNINTERRUPTED, ERRORFREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE SERVICE FUNCTIONALITIES, THE CONTENT SENT OR PRESENTED THROUGH THE SERVICE, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT SENT OR PRESENTED THROUGH THE SERVICE WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF THE USE OF THE SERVICE WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE, OR THE CONTENT SENT THROUGH THE SERVICE, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE USE OF, OR THE INABILITY TO USE THE SERVICE OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE SERVICE, OR FROM ANY COMMUNICATION THROUGH THE SERVICE, OR WITH OTHER USERS ON THE SERVICE, OR FROM ANY DENIAL OR CANCELANATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE.

IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF THE FEES YOU PAID US (IF YOU PAID ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM. IF YOU HAVE NOT PAID ANY FEES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY DIRECT DAMAGES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE SERVICE, OR IF THROUGH YOUR USE OF THE SERVICE, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.



## INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify and hold harmless at your own expense, us, our Staff and anyone acting on our behalf, from and against any damages, costs and expenses, resulting from any claim, allegation or demand, connected with your use of the Service, your breach of these Terms or infringement of any other person's rights.

## APPLICATION MARKETPLACE

Your use of the App may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded the App, such as iTunes for iOS and Google Play or Amazon App-store for Android. Such third parties are not responsible for providing maintenance and support services with respect to the App.

The following terms apply if you downloaded an App from Apple's App Store. You and us agree and acknowledge as follows:

These Terms are concluded between yourself and us, and not with Apple Inc. ("Apple"). Apple is not responsible for the App. In the event of a conflict between these Terms and the App Store Terms of Service then the App Store Terms of Service will prevail, solely with respect to the conflicting provisions.

The license granted to you for the App is limited to a non-transferrable license to use the App on any iOS Products that you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the

App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

You acknowledge that in the event of any third party claim that the App or your possession and use of the App infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You must comply with applicable third party terms of agreement when using the App (e.g. you must not be in violation of your wireless data Services agreement when you use the App).

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#### **GOVERNING LAW, JURISDICTION**

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be governed by and construed solely in accordance with the laws of the State of New York, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of York.

Any and all disputes, claims or controversies between you and the Company regarding these Terms or the use of the Service, which are not amicably resolved, shall be settled through binding arbitration (rather than in court) by telephone, online or based solely upon written submissions without in-person appearance, administered by the American Arbitration Association (AAA), under its Commercial Arbitration Rules (which are available at [www.adr.org](http://www.adr.org)). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, you may lodge claims in small claims court if your claim qualifies.

The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

Payment of filing, administration and arbitrator fees will be governed by the AAA's Commercial Arbitration Rules. These fees will be shared equally by you and us, unless the arbitrator: (i) determines that the claims are frivolous, in which case the claimant shall bear all such fees arising from the frivolous claim; or (ii) determines that the fees should be allocated differently.

You and the Company hereby acknowledge, agree and covenant that any such dispute shall only be adjudicated on an individual basis, and not in class, consolidated or representative proceedings.

You may opt-out of the above arbitration arrangement by emailing us to [info@clan-play.com](mailto:info@clan-play.com), within 10 days of entering into these Terms for the first time, an opt-out notice that identifies yourself and clearly sets out your choice to opt out of dispute settlement by arbitration. In case of such opt-out, any and all disputes, claims or controversies between you and us regarding these Terms or the use of the Service, which are not amicably resolved, shall be subject to the exclusive jurisdiction and venue of the state and federal courts in New York County in the State of New York, USA.

Notwithstanding anything to the contrary in this section, the Company may lodge a claim against you: (a) pursuant to the indemnification clause above, in any court adjudicating a third party claim against us; and (b) in connection with the infringement (or alleged infringement) of any Company intellectual property right, in any court of competent jurisdiction having personal jurisdiction over you.

### **GENERAL**

**Assignment.** You may not assign or transfer your rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

**Changes in ownership.** In the event of M&A, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party in which case the assignee assumes our stead and we are irrevocably released from all performances, duties, liabilities and obligations contained herein.

**Severability.** If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

**Interpretation.** The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms. Whenever used in these Terms, the term “Including”, whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

**Entire agreement.** These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

**Waivers.** No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

**Relationship.** These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

### **CONTACT US**

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to the Service or these Terms, at: [info@clan-play.com](mailto:info@clan-play.com), or through our online contact form.

**Effective Date: December 26th, 2016.**