

# ***Terms of Service***

These terms of service (the "terms") apply to your use of the E-GO application, [www.egoapp.gg](http://www.egoapp.gg), our other applications and tools, and any related services as further set out in section 1 (collectively the "Services") provided by E-GOGO E-SPORTS AB, Reg. No 559234-4641, a company duly incorporated and organized under the laws of Sweden, having its registered address at Fridhemsgatan 41, 112 46 Stockholm, Sweden. By accessing and/or using our Services, you thereby confirm that you have read and thereby agree to be bound by the Terms. If you are between 13 and 18 years of age, you instead hereby agree that your legal guardian has read these Terms and agree that you are bound by the Terms.

## ***1 SERVICES***

E-GO's website and mobile applications are services for esports related information and content. The applications allow you to follow esports tournaments and matches and includes setting up your own user account with a your personal username and password. The application also provides functions so that you can join, form groups and compete with your friends in fantasy e-sports.

By accepting these Terms, E-GO grants to you a non-exclusive, non-transferable, non-sublicensable, and limited right to access and use our Services for your own private purposes only, provided that your use is in accordance with these Terms.

You acknowledge that you are fully responsible for the internet connection and/or mobile charges that you may incur for using our Services. Please consult your carrier, mobile operator, etc. for further information.

## **2 CONTENT**

E-GO holds the qualities of respect for others and originality of creation in high regard. When you use or interact with our Services and the other users of the Services you may elect to send, upload, communicate, transmit, or otherwise make available content, such as pictures, video, text, sound, information on your geographical position and other content (jointly "Content"), to us and/or other users of the Services. However, you agree that the Content you send, upload, communicate, transmit or otherwise make available:

- is true and does not constitute Content that is false or misleading;
- does not constitute any information likely to be deemed threatening, disparaging, defamatory, pornographic, racially or ethnically offensive, discriminatory, insulting, slanderous or otherwise illegal or inappropriate;
- does not constitute an infringement of the intellectual property (including copyright), publicity or privacy rights of any third party or otherwise violate such third party's rights;
- does not constitute information that you are not legally entitled to distribute (such as insider information or confidential information);
- does not contain any unsolicited or unauthorized advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation; and
- does not contain software virus or any other technology that may harm the Services, or the interests or property of our Services or the other users of the Services.

E-GO encourage every user of the Services to notify us if they come across any objectionable or unauthorized use of Content or any potential violations.

Notifications in this matter should be sent to [hello@e-goapp.com](mailto:hello@e-goapp.com).

E-GO hereby reserves the right in its absolute discretion to remove and modify any Content from the Services, but is not required to do so. E-GO does not review all

Content and is therefore not responsible for any third-party Content or Content provided by you or information contained therein, made available or otherwise used in connection with the Services, and is not responsible for the deletion or loss of any Content.

In the event the Content you send, upload, communicate, transmit or otherwise make available gives rise to any intellectual or industrial property right (such as copyright), you thereby grant to E-GO an unlimited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully sublicensable and fully transferrable right to use, copy, reproduce, change, modify, translate, display, distribute, transfer, make publicly available and/or perform such Content in relation to our Services. To the fullest extent permitted under applicable law, you waive your moral right to and/or in the Content, even if you stop using the Services. You acknowledge and agree that we may share Content with our partners and/or companies that we cooperate with.

### **3 USER CONDUCT**

Certain rules must be complied with in order to maintain the integrity of the Services and to promote the user experience. You may only use the Services if:

- you are thirteen (13) years of age or above;
- you agree to use the Services for your own private purposes only and not for any commercial use, such as marketing or sale of goods or Services;
- you agree that you will only send, upload, communicate, transmit or otherwise make available Content that you own or otherwise are permitted to make available in the Services;
- you agree that you will not use another person or entity's name or e-mail address when you use our Services;
- if you create a user account, you agree that you will only create one account per platform, provide your full name and a valid e-mail address through which we will be

able to contact you as well as any other step required in order to sign up for an account; you agree to keep your login details to your user account secure, which includes but is not limited to not disclosing your login details to anyone else or allowing someone else to use your login details or account; and you accept full responsibility for the activities carried out by the use of your account;

- you agree not to "harvest", "scrape" or collect any personal information (such as username and e-mail address) regarding other users of our Services without their consent;

- you agree not to decompile, disassemble or reverse engineer the Services or circumvent, deactivate or otherwise interfere with any technological measure or security-related feature of the Services; and

- you agree not to remove or amend any copyright or other proprietary notices.

#### ***4 THIRD PARTY CONTENT***

In the Services we display and provide third-party media and statistics ("third-party Content"). This third-party Content may be part of, or accessible through, the Services. We are not responsible for accuracy or opinions expressed in such third-party content, and any such third-party websites are not investigated, monitored or checked for accuracy or completeness by us. We are not responsible, and assume no liability, for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of such third-party content. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is not endorsed by us, nor does it necessarily reflect our beliefs. You therefore release E-GO from any actions, demands, suits or other claims resulting from or arising out of or in connection with such third-party content.

These Terms only give you a limited, non-exclusive, and revocable license to use the Site and the Application to the extent necessary to access the Services. Under no

circumstance shall these Terms be interpreted in a manner which gives you a license to copy, modify, reproduce, publicly perform, or engage in any conduct (other than use) which, without a license, would constitute infringement upon the intellectual property rights of a third party.

## **5 PRIVACY**

When you sign up for an account you provide personal details to us that may be deemed as personal data under applicable legislation. E-GO is acting as controller for your personal data meaning that E-GO is responsible for the processing of your personal data. By accepting these terms you consent to E-GO using the personal data collected in accordance with our Privacy Policy, which we will distribute to you if asked through: [www.egoapp.gg/contact](http://www.egoapp.gg/contact).

## **6 TERMINATION AND CANCELLATION**

You may terminate your account and use of the Services at any time. You agree that E-GO may terminate your account and use of the Services if you breach these Terms. However, E-GO does not intend to take such actions in case of a minor breach. We may also cancel unconfirmed accounts or accounts that have been inactive for a long time.

You hereby acknowledge that if either we or you terminate your account, all your Content may be made inaccessible.

You hereby acknowledge and agree that as soon as you start using the Services you waive any statutory cancellation rights that you might otherwise have had.

## **7 LIABILITY AND INDEMNITY**

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

Under no circumstances shall E-GO's aggregated liability in connection with the Services or otherwise under these Terms exceed an amount corresponding to the actual and determined damage suffered by you. E-GO including its partners, affiliates, contractors, officers, directors, employees and agents shall not be liable for (i) any kind of damages or losses in the event you have used the Services in breach of these Terms, or (ii) any loss of profit, loss of data or any other indirect damages or losses in connection with the Services or otherwise under these Terms.

You agree to indemnify and hold E-GO, its partners, affiliates, contractors, officers, directors, employees, shareholders, board members and agents harmless from and against any direct, actual and determined claims, losses, liabilities, expenses and damages suffered by third parties arising out of your breach of these Terms.

As a consumer you have special rights under mandatory consumer laws and regulations. We do not intend to limit or alter such rights under these Terms. Further we do not intend to impose a greater responsibility on you than you have under mandatory consumer laws and regulations.

## **8 DISCLAIMER OF WARRANTIES**

You agree that the Services are used at your own risk. Unless otherwise stated in these Terms, the Services are provided "as is" and E-GO disclaims any and all warranties, whether express or implied, relating to the Services, including but not limited to, accuracy, reliability, non-infringement or uninterrupted operation or access.

## **9 ASSIGNMENT**

E-GO is entitled to assign any of its rights and obligations under these Terms without restriction.

## **10 MODIFICATIONS**

E-GO may change the Services at any time, such as by adding or removing features or discontinuing the Services.

In addition, E-GO is entitled to modify these Terms at any time. You are advised to regularly review the latest version which will be distributed to you through mail when changed, or if you ask for it via [www.egoapp.gg](http://www.egoapp.gg). If you do not wish to accept such Terms you can terminate your account. Any continued use by you of the Services following notification of modified Terms shall constitute acceptance by you of such Terms.

## **11 THIRD PARTY SERVICES**

E-GO may include content distributed by third party services and/or third-party services may be made available to you via E-GO. These services are subject to respective third-party terms and conditions. You are advised to read third party terms carefully as they constitute an agreement between you and the third party. We do not accept any responsibility or liability for their policies, their processing of your information or the content on the websites of these third-parties. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they process your information.

## **12 INTELLECTUAL PROPERTY**

You agree that all copyright, trademarks and other intellectual property rights relating to the Services are owned by E-GO, its licensors or other third parties such as third-party content providers.

## **13 ENTIRE AGREEMENT**

These Terms and all policies posted on our website represent the entire agreement between you and E-GO relating our Services, and replace all earlier agreements and understandings between you and us.

If any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be adjusted and shall not affect the validity and enforceability of the remaining provisions.

## **14 APPLICABLE LAW AND DISPUTES**

These Terms shall be governed by and construed in accordance with the laws of Sweden. We both agree that the courts of Sweden shall have non-exclusive jurisdiction to settle any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity of the Agreement.