

Terms of Use

I. Introduction

1. These Terms of Use (the "Terms") constitute a legally binding agreement, whether personally or on behalf of an entity ("you" or the "user") and Ton Play FZ-LLC, a company incorporated in the United Arab Emirates with a license number 47006837 and with a registered address at B19-826, Emirates Islamic Bank Building, RAKEZ Business Zone-FZ, RAK, the United Arab Emirates (the "Company", "us", "we", or "our").
2. Please kindly read the Terms carefully before using the Product (as defined below) or any other service related to us.

II. Description of the Product

1. PlayDeck (the Product) is a toolkit that allows the launching of games on Telegram. We provide you with our Telegram bot, which has been specially designed to help you get access to the Product as the end-user and launch every game you can find inside the Product.

III. Agreement to the Terms

1. The Terms govern the use of the Product unless we have executed a separate written agreement with you for that purpose by you or your affiliates. By accessing or using the Product, you indicate that you have read the Terms and agree to be bound by it. If you do not agree with any part of the Terms, you may not access or use the Product and should immediately stop using the Product if you have not done this already.
2. The Terms are effective and binding on you on the earliest of the following dates:
3. the date you accept the Terms by clicking a "Sign Up" button or otherwise indicate that you accept the Terms;
4. the date you (or an affiliate) first access or use the Product, including, but not limited to, by completing a registration, making any purchase, or placing any order according to our instructions, rules or guidelines.

5. Acceptance of the Terms implies acceptance of any updates, modifications or amendments in writing and discontinue any access to or use of the Product. The last updated version of the Terms is at all times available through the Product.
6. By using the Product, if you are accepting the Terms on behalf of a company or other legal entity, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms on behalf of that entity, in which case, "you" will mean that entity. You further represent and warrant that you have the right, authority, and capacity to use the Product on behalf of the business you represent and to abide by the Terms.
7. Although the Product may be accessible worldwide, not all features or services discussed, referenced, provided or offered through or on the Product are available to all persons or in all geographic locations and countries. We reserve the right to limit, in our sole discretion, the provision and quantity of any feature or service to any person, geographic area or country. Any offer for any feature or service made on the Product is void where prohibited by law. You access the Product and utilize it on your own initiative and are responsible for compliance with any local, state, federal and international laws, as applicable.

IV. Amendments and Variations

1. We reserve the right to amend in full or partially and/or vary the Product and the Terms without prior notice to you.
2. The amended Terms will take effect from the time of posting on the Product, and your continued access to or use of the Product after the Terms have been updated will constitute your binding acceptance of the updates. You agree to check the Terms periodically for changes. If you do not agree to any revised Terms, you may not access or use the Product and should immediately stop using the Product if you have not done this already. We may also impose limits on the Product or restrict your access to part or the entire Product without notice or liability.

V. Ownership, license, restrictions

1. The Company owns the Product. You acknowledge and agree that the Company (or, as applicable, our licensors) owns all legal rights, titles and

interests in and to all other elements of the Product, and all intellectual property rights therein (including, without limitation, all images, designs, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the Product, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by the Company or at the Company's direction, any materials, software, technology or tools used or provided by the Company to conduct its business and all other elements of the Product (collectively referred to as the "Company Materials)). You acknowledge that the Company Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Company Materials are the copyrighted property of Company or its licensors, and all trademarks, service marks, and trade names associated with the Product or otherwise contained in the Company Materials are proprietary to Company or its licensors. Except as expressly set forth herein, your use of the Product does not grant you ownership of or any other rights with respect to any content, code, data, or other Company Materials that you may access on or through the Product. We reserve all rights in and to the Company Materials that are not expressly granted to you in these Terms. For the sake of clarity, you understand and agree that:

2. you do not have the right, except as otherwise set forth in the Terms, to reproduce, distribute, or otherwise commercialize any elements of the Company Materials (including, without limitation, any Image) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion;
3. you will not apply for, register, or otherwise use or attempt to use any Company trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

VI. Copyright Take Down Policy

1. We respect others' intellectual property and ask that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

VII. Representations and Warranties

1. By using the Product, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms and that you are at least 6 (six) years old. You further represent and warrant that you have the right, authority and capacity to use the Product and to abide by the Terms.
2. The Product is not available to persons under the age of 6 (six) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship.
3. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity.
4. To become a user, you are required to register and set up an account and provide information about the business you represent. You warrant that all information supplied by you in using the Product is true, accurate and up to date. We reserve the right to decline a registration for a user account for any reason or for no reason.
5. By using the Product and by registering for a User account, you agree that:
6. You will only use the Product for lawful purposes and will not engage in, promote, or encourage illegal activity (including, without limitation, money laundering).
7. You will comply with all applicable laws, whether in your home nation or otherwise, in the country, state and city in which you are present while using the Product.
8. You will only use the Product for the purpose for which it is intended to be used.
9. You will not use the Product for sending or storing any unlawful material or for fraudulent purposes or to violate the legal rights (such as rights of privacy and publicity) of others.

10. You will not trick, defraud or mislead other users and us, especially in any attempt to learn sensitive account information such as users' passwords.
11. You will not engage in any automated use of the system, such as using scripts to send comments or messages or using any data mining, robots, or similar data gathering and extraction tools.
12. You will not attempt to impersonate another person or use the username of another user.
13. You will not exploit the Product for any unauthorized commercial purpose.
14. You will provide the Company with any proof of identity as it may reasonably request or require.
15. You will not impair or circumvent the proper operation of the network which the Product operates on.
16. You will not harass, annoy, intimidate, threaten or behave in an inappropriate or disrespectful manner towards the Company or any of its agents or employees engaged in providing any portion of the Product to you.
17. You will not upload, transmit, distribute, or disseminate (or attempt to upload, transmit, distribute, or disseminate) viruses, trojan horses, worms, defects, corrupted files, hoaxes, or any other items of a destructive or deceptive nature or other material, including any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content, excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Product or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation or maintenance of the Product.
18. You will not display any content on the Product that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights.
19. You will not upload, post, transmit or otherwise make available through the Product any content that infringes the intellectual proprietary rights of any party.

20. You will not modify, adapt, translate, or reverse engineer any portion of the Product.
21. You will not remove any copyright, trademark or other proprietary rights notices contained in or on the Product or any part of it.
22. You will not reformat or frame any portion of the Product.
23. You will not try to harm the Product in any way whatsoever.
24. You will not use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Product or the content posted on the Product, or to collect information about its users or athletes for any unauthorized purpose.
25. You will not access or use the Product for the purpose of creating a product or service that is competitive with any of our products or services.
26. All information that you have provided to the Company under or in connection with the Terms is true, accurate, current and complete.
27. If you breach any representation or warranty given in this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account and/or delete your data.
28. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, the Company, any third party service providers, or any third party as a result of any breach of the Terms. For the avoidance of doubt and without limiting the generality of the provisions provided below, we shall not be responsible or liable for any loss or damage suffered by you as a result of any content posted on the Product.
29. You agree not to divulge your account details, including your password, to anyone. We cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. You are responsible for the security of your account and your electronic wallet. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately at data@tonplay.io.

VIII. External Sites

1. The Product may include hyperlinks to other websites or resources (collectively referred to as the “External Sites”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

IX. Privacy Policy

1. Our Privacy Policy describes the ways we collect, use, store and disclose your personal information and is hereby incorporated by this reference into the Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

X. Refund Policy

1. We do not provide refunds for any purchases you might make on the Product, or anywhere else. However, departures from this general may be provided to you by our business partners or other users you interact with, but every time such a departure is based on these third parties' sole discretion.

XI. Suspension and Termination

1. You may terminate the Terms at any time by canceling your account on the Product and discontinuing your access to and use of the Product. You will not receive any refunds if you cancel your account or otherwise terminate the Terms. You agree that we, in our sole discretion and for any or no reason, may terminate the Terms and suspend and/or terminate your account(s) for the Product. You agree that any suspension or termination of your access to the Product may be without prior notice and that we will not be liable to you or to any third party for any such suspension or termination. If we terminate these Terms or suspend or terminate your access to or use of the Product due to your breach of the Terms or any suspected fraudulent, abusive, or illegal activity, then termination of the Terms will be in addition to any other remedies

we may have at law or in equity. Upon any termination or expiration of the Terms, whether by you or us, you may no longer have access to information that you have posted on the Product, or that is related to your account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or any third party.

XII. Disclaimers

1. You expressly understand and agree that your access to and use of the Product is at your sole risk and that the Product is provided "as is" and "as available" without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we, our subsidiaries, affiliates, and licensors make no express warranties and hereby disclaim all implied warranties regarding the Product and any part of it, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. Without limiting the generality of the foregoing, we, our subsidiaries, affiliates, and licensors do not represent or warrant to you that:
2. your access to or use of the Product will meet your requirements,
3. your access to or use of the Product will be uninterrupted, timely, secure or free from error,
4. usage data provided through the Product will be accurate,
5. the product or any content, services, or features made available on or through the Product are free of viruses or other harmful components, or
6. that any data that you disclose when you use the Product will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.
7. You accept the inherent security risks of providing information and dealing online over the internet and agree that we have no liability or responsibility for any breach of security unless it is due to our gross negligence.

XIII. Exclusion and Limitation of Liability

1. In no event shall we or our subsidiaries, affiliates, licensors, directors, employees or agents be liable to you or any third party for any injury, loss,

claim, or damage, whether based on contract, tort, strict liability or otherwise, or any actual, incidental, special, indirect, exemplary, punitive or consequential (including loss of profits, loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss or other special damages, even if we have been advised of the possibility of such damages) which arises out of or is in any way connected with any of the following:

2. access or use of the Product;
3. data, information, content or material contained in the Product;
4. submission of any personal information, or any unauthorized alteration or access to your personal information, your transmission or data, any breach of security into the product through the global computer network or any transactions entered into through the Product;
5. any technical errors, unavailability of the product to you in whole or in part or any failure or delay in any way connected with the use of the Product because of the global computer network, ancillary equipment or technology or any other circumstances.
6. Nothing in the Terms shall exclude or limit our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.
7. If we are found liable for any loss or damage which arises out of or is in any way connected with any accessing or use (or your inability to access or use) of any portion of the product, whether in contract, tort, strict liability, or any other legal theory, then our sole liability to you, whether in contract, tort or otherwise for any loss or damage of any kind shall in no event in the aggregate exceed USD 100.00.
8. You acknowledge and agree that we have made the Product available to you and entered into the Terms in reliance upon the warranty disclaimers and limitations of liability set forth herein, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the bargain between us. We would not be able to provide the Product to you without these limitations.

XIV. Indemnity

1. By agreeing to the Terms, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including legal fees and costs and/or regulatory action) arising out of or in connection with:
2. your use of the Product in your dealings with third party merchants, providers, partners, advertisers and/or sponsors, or
3. your violation or breach of any of the Terms or any applicable law or regulation, whether or not referenced herein, or
4. your violation of any rights of any third party arranged via the Product, or
5. your use or misuse of the Product; save to the extent arising out of the fraud, negligence or willful misconduct of the Company.
6. You agree that the Company will have control of the defense or settlement of any such claims.

XV. Non-exclusivity

1. Nothing in the Terms is intended to create, nor shall it be construed as creating, any exclusive arrangement between the parties to the Terms. The Terms shall not restrict either party from entering into similar arrangements with others, provided it does not breach its obligations under the Terms by doing so, including, without limitation, any confidentiality obligations.

XVI. Severability

1. If any provision herein is held to be illegal or unenforceable, the same shall be deemed to be deleted from the Terms and shall be of no force and effect, whereas the remainder shall continue in full force and effect.

XVII. No Assignment

1. All the terms and provisions of the Terms shall be binding upon and inure to the benefit of the parties to the Terms and to their respective heirs, successors, permitted assigns and legal representatives. The Company shall be permitted to assign the Terms without notice to or consent from you. You

shall have no right to assign or otherwise transfer the Terms, or any of its rights or obligations hereunder, to any third party without the Company's prior written consent, to be given or withheld in the Company's sole discretion.

XVIII. No waiver

1. No waiver by us of any of the Terms or default of yours under the Terms shall operate or be construed as a waiver by us of any future defaults or provisions.

XIX. Entire agreement

1. The Terms contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

XX. Governing law

1. By using any of the Services we provide to you, you agree that the laws of the place of Company's place of registration, without regard to principles of conflict of laws, will govern our relationship and any dispute of any sort that may arise.

Effective July 25, 2023