

# TERMS AND CONDITIONS

## Welcome to GGera!

These are the terms and conditions for:

- <https://ggera.com>

By using the platform, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the word "platform" and "website" refers to the GGera website, "we", "us", "our" and "GGera" refer to GGera and "you" and "user" refer to you, the user of GGera.

The following terms and conditions apply to your use of the platform. This includes the mobile and tablet versions, as well as any other versions of GGera accessible via desktop, mobile, tablet, social media or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING, POSTING INFORMATION ON, OR OBTAINING ANY SERVICES FROM THE PLATFORM.

## 1. ACCEPTANCE OF TERMS

This agreement sets forth the legally binding terms for your use of GGera. By registering and using the platform, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the platform and stop using the service immediately. We may modify this agreement from time to time, and such modification will be effective when posted on the platform. You agree to be bound by any modifications to these terms and conditions when you use GGera after such modification is posted; therefore, it is important that you review this agreement regularly.

Use of the platform is prohibited for children under the age of 13. In the case of children under 18 and over 13, it is the responsibility of parents and legal guardians to determine whether use of the platform or any of the content and functionality available on the platform is appropriate for their child or minor in custody.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. GGera may, in its sole discretion, refuse to offer services to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

By using the platform, you represent and warrant that you have full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you have no legal incapacity or contractual restriction that would prevent you from entering into this agreement.

## 2. ACCOUNT

When registering on the platform, the user must choose a password and may be asked for additional information such as email address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify GGERa of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out of your account at the end of each session. You may never use another user's account without GGERa's prior authorization. GGERa will not be liable for any loss or damage arising from your breach of this agreement.

Users will have the following functionalities available through their user account:

**Create orders:** Users can create orders through the "create order" section for the purpose of contracting coaching services from Professionals. The orders created by the users will be visible to the Professionals who will be able to see the orders and accept them according to the information included in the order. Once the Professional accepts the order, the order will no longer be visible to other Professionals. The user and the corresponding Professional will be able to communicate for the purpose of scheduling and receiving coaching services.

**Premade parties:** Users will be able to join premade parties created by professional players of different games. Active premade parties will be displayed in the platform lobby. Premade parties will show the region and the style of game they are playing in that premade party. The user will be able to join any premade match by clicking on "join" and will automatically join the user in the user's premade balance. Users will be able to join and withdraw from the premade parties displayed in the platform lobby at any time. The creation of premade parties and the development of premade parties is the sole and exclusive responsibility of the users.

**Wagers:** Users will be able to create and participate in wagers where users can play against each other or team up with a Professional to play with other Professionals and users. By clicking on the betting balance corresponding to each user, the user will enter the wagering section. Users will be able to check the available wagers for each game available on the platform. Users will be able to wager credits from their betting balances and the winning player or team will be able to claim the wager prize at the end of each game. The wager prize will be automatically credited to the user's account once the game is over and the losing team's users accept defeat. To participate in some wagers available on the platform, users must create teams. The teams created by each user will be available in the statistics and profile of each user on the platform.

Users may cancel their accounts at any time and for any reason by following the instructions on the platform or by sending us their request through our contact information. Such cancellation will only result in the deletion of the account and the deletion of all personal data transferred to GGERa.

GGERa reserves the right to terminate your account or your access immediately, with or without notice, and without liability to you, if GGERa believes that you have breached any of these terms, provided GGERa with false or misleading information, or interfered with another's use of the platform.

### **3. NOTIFICATIONS**

By providing GGera with your email address, you agree that we may use your email address to send you notifications about GGera. We may also use your email address to send you notifications and other messages, such as changes to service features, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by submitting your removal request through the contact information or by using the "unsubscribe" option in the emails. Opting out may prevent you from receiving notifications and mailings about updates, news or special content.

### **4. PAYMENTS**

Users can charge their user accounts with balance for the purpose of placing orders and creating or participating in wagers available on the platform. The user will be able to select the balance that the user wishes to charge to the user account. The payment for the corresponding balance will be charged to the credit/debit card immediately after the payment process is completed. Once the transaction is processed, we will send an electronic receipt to the user's email address.

Once the user's account is charged with balance. Users will be able to use the balance to create orders and create or participate in wagers. The balance may be divided between the balance for creating orders and the balance for wagering. Users will be able to transfer balances to create orders and to create and participate in wagers.

If you find any inconsistencies in your billing, please contact us via our contact details or you can make a complaint via the Buyer service of the relevant payment platform.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 working days. Your card may be declined for a number of reasons, such as insufficient funds, AVS (Address Verification System) mismatch or you have entered an incorrect security code.

If your payment is declined, you will need to provide an alternative payment method or provide another card on which the payment can be charged and processed.

Your payment data will be treated and kept securely and for the sole purpose of processing transactions within the website. GGera reserves the right to contract any payment platform available on the market, which treats your data for the sole purpose of processing transactions within the website.

### **5. COMMISSIONS**

Users will pay a commission of (25%) to GGera of the total amount paid by the users for the coaching services and for each wager placed by the users through the platform. For each order and

wager placed through the website by users, GGera will deduct the (25%) for each transaction. In the case of wagers, the commission will be charged for the total value of the wager of all players. The value of the GGera commission will be deducted from each transaction made by users, before any deduction for applicable fees or taxes.

## **6. DISCLAIMER**

By using the platform and the functionalities included in the platform, you accept personal responsibility for the results of the use of the platform. You agree that GGera does not guarantee any results, benefits or failures as a result of your use of our platform. You acknowledge and agree that your ultimate success or failure to use the platform and the functionalities available on the platform will be the result of your own efforts, your particular situation and other circumstances beyond GGera's control.

Disputes arising between users shall be resolved by the users themselves. GGera does not accept any claim in relation to the services and content published and offered on the website by the Businesses.

GGera is not liable for damages to the physical or moral integrity of persons, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on the website. The communications and relationships established between users as a result of any connection within the website are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any type of claim or legal action against another or other users, each and every one of the users involved in such claims or actions exempt GGera from any liability.

## **7. LICENSE TO USE THE PLATFORM**

GGera grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive license to use the software (platform) that GGera provides to you as part of the Services. This license is for the sole purpose of allowing you to use and enjoy the benefits of the services provided by GGera, in the manner permitted by these terms. You may not copy, modify, distribute, sell or rent any part of our services or the included software, nor may you reverse engineer or attempt to extract the source code of such software, unless such restrictions are prohibited by law, or you have our written permission.

You agree not to use the platform and services in a negligent, fraudulent or unlawful manner. You also agree not to engage in any conduct or action that may damage the image, interests or rights of the GGera platform or third parties.

This service prohibits sending of messages, that: (1) Any kind of messages that are catalogued as SPAM. (2) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (3) distribute trojans, viruses or other malicious computer software (4) Any message with

political or religious content (5) Any message with obscene or offensive content (6) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (7) distribute intellectual property without ownership or a license to distribute such property (8) Breach, in any way, the terms of service, privacy policy or rules of this platform or the recipients.

GGera reserves the right to terminate the User's access immediately, with or without notice, and without liability to the User, if GGera believes that the User has violated any of these Terms or has interfered with the use of the Platform or the Service by others.

## **8. COPYRIGHT**

All GGera materials, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other items, are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by GGera or by third parties who have licensed or provided their material to the platform. You acknowledge and agree that all GGera Materials are made available for your limited, non-commercial, personal use. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express permission of GGera. You may not add to, delete, distort or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security feature, or to use GGera or any portion of the material for any purpose other than its intended purpose is strictly prohibited.

## **9. COPYRIGHT INFRINGEMENT**

GGera will respond to all inquiries, complaints and claims related to the alleged infringement by breach or violation of the provisions contained in Hungarian and international copyright and intellectual property laws and regulations. GGera respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the GGera website infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement of ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that GGera can find it on the platform.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or the law.

- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the copyright owner or the person authorized to act on the copyright owner's behalf.

## **10. USER CONTENT**

Some features of the platform may allow users to provide content and information. The user retains copyright or any rights they may have in the content they provide through the platform. GGera is not responsible for the accuracy, safety or legality of the content posted on the platform by users. The user is solely and exclusively responsible for its content and the consequences of its publication. By providing content and information through the platform, the user grants GGera a worldwide, non-exclusive, royalty-free, fully paid right and license to host, store, transfer, display, perform, reproduce and modify the user's content for the sole purpose of displaying it through the platform and to the general public.

## **11. USER CONTENT REPRESENTATIONS AND WARRANTIES**

GGera disclaims all liability in connection with the content that the user provides through the platform. The user is solely responsible for the content and the consequences of providing content through the platform. By providing content through the platform, the user affirms, represents and warrants that:

- a) You are the creator and owner of the content you provide through the platform, or have the necessary licenses, rights, consents and permissions to authorize GGera to publish and display your content through the platform.
- b) Your content does not infringe, violate or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, right of privacy, right of publicity, or any other intellectual property or proprietary right; (ii) libel, defame, slander, libel, or invade the right of privacy, publicity or other proprietary rights of any other person; or (iii) cause GGera to violate any law or regulation.
- c) Your content could not be considered by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate.
- d) Your content does not and will not contain hateful content, threat of physical harm or harassment.

## **12. USER CONTENT DISCLAIMER**

GGera may, at any time and without prior notice, filter, remove, edit or block any user content that, in our judgment, violates these Terms or is otherwise objectionable. If a user or content owner notifies us that user content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. You acknowledge and agree that GGera reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service for operational and other purposes. If at any time GGera decides to monitor content, GGera continues to assume no responsibility or liability for the content or any loss or damage incurred as a result of the use of the content. During monitoring, information may be examined, recorded, copied and used in accordance with our privacy policy.

### **13. PERSONAL INFORMATION**

Any personal information you provide in connection with your use of the platform will be used in accordance with our privacy policy. Please refer to our privacy policy.

### **14. CONFIDENTIAL INFORMATION**

The information provided by our users through the use of the platform will be treated as confidential information and will be used solely for the purpose of providing the functionalities within the platform. GGera will protect such Confidential Information from disclosure to third parties by employing the same degree of care used to protect its own confidentiality or proprietary information of similar importance. If necessary to conduct a prospective business relationship, GGera may disclose Confidential Information received pursuant to our services to our employees who have a need to know and a legitimate interest, provided that the employees are obligated to protect such Confidential Information from unauthorized use and disclosure. Confidential Information will not be disclosed to third parties without the prior written consent of the user who owns the information.

### **15. PROHIBITED ACTIVITIES**

The content and information available on the platform (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such content and information, is owned by GGera or licensed to GGera by third parties. For all content other than your own, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information, software or services obtained from or through the platform. In addition, the following activities are prohibited:

- Using the services or content for any commercial purpose, outside the scope of the commercial purposes explicitly permitted in this agreement and related guidelines made available by GGera.

- Access, monitor, reproduce, distribute, transmit, broadcast, stream, display, sell, license, copy or otherwise exploit any content of the services, including, but not limited to, the use of any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions of any robot exclusion header on the Services or circumvent or circumvent other measures employed to prevent or limit access to the Services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Establish a deep link to any part of the Services for any purpose without our express written permission.
- Attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software program used by GGenera.
- Circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict the use or copying of any content.

## **16. DISCLAIMER OF WARRANTIES**

GGenera will provide its services with reasonable skill and care, but makes no warranties or representations with respect to the services of any other person.

Due to the nature of the Internet, GGenera provides and maintains the Platform on an "as is," "as available" basis and does not promise that use of the Platform will be uninterrupted or error-free. We are not liable to you if we are unable to provide our Internet services for any reason beyond our control.

Our platform may occasionally contain links to other websites that are not under our control or maintained by us. These links are provided solely for your convenience and we are not responsible for the content of those websites.

Except as provided above, we cannot provide any other warranties, conditions or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the fullest extent permitted by law.

You shall be liable for any breach of these terms by you and, if you use the platform in breach of these terms, you shall be liable for and shall reimburse GGenera for any loss or damage caused as a result.

GGenera shall not be liable for any amount for breach of any obligation under this agreement if such breach is caused by the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or acts of God.

These conditions do not affect your statutory rights as a consumer, which are available to you.



Subject to the foregoing, and to the maximum extent permitted by law, GGera excludes liability for any loss or damage of any kind whatsoever arising, including without limitation any direct, indirect or consequential loss, whether or not arising out of any problem which you notify GGera of, and GGera shall have no liability to pay any money by way of compensation, including without limitation any liability in relation to:

- Any incorrect or inaccurate information on the platform.
- Infringement by any person of any Intellectual Property Rights of any third party caused by your use of the Platform.
- Any loss or damage resulting from your use of or inability to use the Platform or resulting from unauthorized access to or alteration of your transmissions or data in circumstances beyond our control.
- Any loss of profits, wasted expenditure, corruption or destruction of data or any other loss that does not arise directly from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content on the platform or by transmissions through e-mails or attachments received from GGera.
- All representations, warranties, conditions and other terms that would, but for this notice, be in effect.

## **17. ELECTRONIC COMMUNICATIONS**

GGera will not accept any liability for failed, partial or garbled computer transmissions, for any breakdown, failure, connection or availability of computer, telephone, network, electronic or Internet hardware or software, for the acts or omissions of any user, for the accessibility or availability of the Internet or for traffic congestion or for any unauthorized human act, including any error or mistake.

## **18. THIRD PARTIES**

Through your use of the Platform and Services you may encounter links to third party sites or be able to interact with third party sites. These third parties may charge a fee for the use of certain content or services provided on or through their websites. Therefore, you should investigate as you deem necessary or appropriate before proceeding with any transaction with any third party to determine whether a fee will be incurred. Where GGera provides details of fees or charges for such third party content or services, such information is provided for convenience and information purposes only. Any interaction with third party sites and applications is at your own risk. You expressly acknowledge and agree that GGera is in no way responsible for such third party websites.

## **19. INDEMNIFICATION**

You agree to defend and indemnify GGera from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including, but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the GGera platform.

## **20. CHANGES AND TERMINATION**

We may change the platform and these terms at any time, at our sole discretion and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the platform constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified, all changes to these terms apply to all users. In addition, we may terminate our agreement with you under these terms at any time by notifying you in writing (including by email) or without notice.

## **21. ASSIGNMENT**

This agreement and any rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by GGera without restriction.

## **22. INTEGRATION CLAUSE**

This agreement, together with the privacy policy and any other legal notices posted by GGera, shall constitute the entire agreement between you and GGera and shall govern your use of the platform.

## **23. DISPUTES**

You agree that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the platform, shall be resolved by binding arbitration between you and GGera, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event a dispute arises in connection with your use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a

reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. GGera may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform.

The courts of Hungary, shall have jurisdiction over any dispute, controversy or claim relating to GGera and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Hungary.

## **24. FINAL PROVISIONS**

These terms and conditions are governed by the laws of Hungary. Use of the GGera platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions.

Our compliance with these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our platform or information provided to or collected by us in connection with such use.

If any section of these terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Our failure to enforce or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision in the future.

Any rights not expressly granted herein are reserved.

## **25. CONTACT INFORMATION**

If you have questions or concerns about these terms, please contact us through our contact page or by using the contact information below:

**GGera.**

- **Email : [admin@ggera.com](mailto:admin@ggera.com)**
- **Tel.Nr. 0049/17672270928**

- 2921 Komarom, Budapest , Hungary