

TERMS AND CONDITIONS – FIGHTERSTECH

Welcome to FightersTech, a platform designed to offer a meeting point for players, communities, and content creators to connect with other players and find matches in online multiplayer games, whether competitively or simply to enjoy the experience of playing with new people or your friends. By accessing and using our services, you agree to be legally bound by the following terms and conditions. These terms apply to all users of the site, including, but not limited to, visitors, vendors, customers, and any other type of user.

These Terms and Conditions govern the use of our platform, and by accepting these terms, you also agree to comply with any additional policies we may implement, such as our Privacy Policy, which describes how we collect, use, and protect your personal information in accordance with the General Data Protection Regulation (GDPR) and the Spanish Organic Law on Data Protection and Guarantee of Digital Rights (LOPDGDD).

Terminology I:

- The terms "FightersTech", "we", "us", and "our" in these conditions refer to Francisco Bernabé Martínez, his representatives, collaborators, subsidiaries, related companies, as well as all members or workers of the service provider.
- When we use the term "services" in these conditions, we are referring to the services, applications, websites, and other products of FightersTech.
- When we use "you", "your", or "yours", we are referring to you. If you access our services on behalf of a legal entity—such as your employer—you represent that you have the authority to bind that entity to these conditions, and "you", "your", and "yours" will refer to that entity.
- These terms also reference other binding documents for the user, such as the [Privacy Policy](#), the [Community Guidelines](#), and [other policies](#) that apply to your use of our services and are incorporated into these conditions. We recommend reading them. We have made an effort to keep them simple and clear, and they contain important information if you want to use our services. If you use our API, the Developer Terms of Service and the FightersTech Developer Policy also apply to you.

Services Provided II:

FightersTech is the best place to find other players, hang out, and have fun with friends online. To this end, we offer users the opportunity to create digital spaces where they can set up a place for other users to find them when organizing matches in online games. You can connect with other users and FightersTech communities where you may find players to compete with online. FightersTech users interact with each other through the creation of matchmaking searches across different online games. Once registered in the app, users can find others who are looking for teammates or simply rivals to compete against online.

There is no built-in method of communication within the platform beyond the player-to-player search, the organization of events or tournaments, and the exchange of platform IDs to set up matches. Our services are constantly evolving, so we may create other types of spaces in the future. For now, the services provided by the application can be summarized in two main categories:

- The first consists of a kind of social network where users create their profiles in different games—specifically fighting games for now, though this may expand to other genres in the future—and can search for opponents to request matches for training specific fights or simply to play. This matchmaking tool includes a series of filters that allow users to narrow their search by game in order to improve their experience. These profiles are shareable and become public once created, but they can be deleted at any time, in which case they will no longer be visible.
- The second functionality handles the reception of tournaments through the <https://start.gg> API, in compliance with their terms, processes them, and distributes them to users based on the preferences they provide in the app. These preferences include fields such as offline/online, which games, coordinates, radius, and unit of distance (in kilometers). The user's location is never revealed, nor is it accurate enough to allow FightersTech to pinpoint the user's position. Location is used solely either to help organize and participate in local in-person events or to determine the server with the lowest latency and best performance between users of the app.

Users create internal posts to look for other players to play online games and choose which ones they want to join. All users must comply with our [Community Guidelines](#) and [other policies](#), but in the case of servers, the owners and administrators control the permissions and additional rules, including membership requirements, the creation of roles, and what can be done with them—this feature is not currently available but is included in these terms in anticipation of future changes. These permissions, like the size of the server, may change over time.

FightersTech is designed to make it as easy as possible to find the people you want to compete or play with. We may develop features that help you create content and communicate with others, participate in discussions, or highlight content and activities available on FightersTech that may interest you.

FightersTech services can be personalized for each user based on their activity, allowing you to see content and communities that match your interests. In the settings, you can choose whether FightersTech personalizes your experience and to what extent.

We are always working on developing new products and features to improve FightersTech. To do so, we may add or remove features, begin offering new services, or discontinue others entirely—or only in certain regions or for certain users—if they no longer make sense from a business standpoint or pose risks to FightersTech, our users, or third parties. While we strive to avoid issues, we cannot guarantee that there will be no interruptions or changes in the services, and there is always the possibility that you may not be able to recover your content as a result. Therefore, we are not responsible for such interruptions or changes to the services.

FightersTech reserves the right to update, change, or replace any part of these Terms and Conditions by posting updates and changes on our services. It is your responsibility to check this page periodically to stay informed of any modifications. Your continued use of the site after any changes have been posted constitutes acceptance of those changes.

We strive to maintain service availability; however, FightersTech does not guarantee that the platform will always be available, error-free, or accessible without interruptions. We reserve the right to suspend,

withdraw, or modify any part or all content of the services without prior notice. We shall not be held liable if, for any reason, the services is unavailable at any time or for any period. These services are subject to the terms and conditions set forth in this document and may also be subject to additional policies and conditions detailed in other sections of the services or in specific agreements.

We reserve the right to modify, suspend, or discontinue any service, with or without prior notice, at any time and without any liability to you.

We make every effort to ensure that all information available on FightersTech is accurate, complete, and up-to-date. However, we cannot guarantee that all information is error-free or entirely reliable. You agree that it is your responsibility to verify the accuracy of any information before relying on it.

FightersTech is not liable for any errors or inaccuracies in the information provided on the app or website.

You agree not to use FightersTech's services for any illegal, fraudulent, or unauthorized activity. This includes, but is not limited to, using the services to infringe intellectual property rights, send unsolicited emails (spam), defame other users, distribute malware, or engage in activities that could harm, disable, overload, or impair our servers or networks.

FightersTech reserves the right to investigate and take legal action against anyone who violates this provision, including terminating their account and cooperating with legal authorities. We also reserve the right to restrict access to certain areas of our services, or the entire site, at our sole discretion. You must not attempt to bypass or circumvent such access restrictions through any form of technology or by any other means. If you believe someone is not complying with these rules, please notify us at support@fighterstech.com.

II.I Restrictions on Your Use of FightersTech Services

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also follow our [Community Guidelines](#) and [other policies](#), which contain more detailed rules about your content and behavior while using FightersTech and how we enforce them. Basically, do not do, attempt to do, or encourage or assist others in doing any of the following:

1. **Do not use the services to harm others or yourself.** This includes, but is not limited to, attempting to access another user's account or any non-public part of the services, infringing upon intellectual property or proprietary rights of others, exploiting, harassing, bullying, sending unsolicited emails, sending automated messages, or using robocall systems to contact other users through our services.
2. **Do not use the services to harm FightersTech.** This includes, among other things, attempting to gain unauthorized access to or attack our systems, scraping data from our services without our prior written consent, transmitting viruses or other malicious code to our services, exploiting or defrauding our payment systems or us, copying our product or using our intellectual property without permission, and misusing our reporting mechanisms or customer support systems.

3. **Do not use our services to engage in anything illegal.** This includes using the services to plan or commit crimes or any other unlawful acts.

We encourage you to report any content or behavior that you believe violates these restrictions. You can find more details about our approach to safety and content moderation in our [Safety Center](#).

II.ii. Software in FightersTech Services.

License to Our Software. Some of our services allow you to download client software. As long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-sublicensable license to download, install, and run that software—but only for the purpose of accessing our services.

You may not copy, modify, create derivative works based on our software or services, nor distribute, sell, lease, or sublicense any of them. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist others in doing so—unless you have our prior written consent or applicable law allows it.

Although we grant you this license, we retain any intellectual property rights we hold in our software and services.

Third-Party Services. FightersTech may allow you to access applications, bots, or other products, features, or services developed by third parties ("third-party services"). It is your choice whether to use them or to participate in FightersTech servers that include them. You should review the terms and policies of these third parties before using their services, as those will govern your use of them.

Although third-party services must comply with all applicable policies—which may include these Terms, as well as our [Community Guidelines](#), Developer Terms of Service, and Developer Policy—FightersTech is not responsible for products developed by third parties.

Terms of Use III:

By accessing FightersTech, you confirm that you are at least 13 years old and meet the minimum age requirements established by the laws of your country, or that you have the legal permission of a parent or guardian to use the site. You agree not to use the platform for any illegal or unauthorized purpose, and that your use will not violate any applicable laws in your jurisdiction, including, but not limited to, intellectual property laws and data protection laws.

Any violation of these terms of use may result in the immediate termination of your services on FightersTech, and we reserve the right to take appropriate legal action.

By accessing our services, you confirm that you are at least 13 years old and meet the minimum age requirements set by your country's legislation. We maintain a list of minimum ages in different countries, but we cannot guarantee that it is always up to date. If you are old enough to access our services in your country but not old enough to consent to our terms, your parent or guardian must provide that consent on your behalf. If you are a parent or guardian of a minor and allow them to use the services (they must meet the minimum age requirement in your country), these terms also apply to you and you are responsible for the child's activity on the services, including any purchases.

To access the services on an ongoing basis, you must create a FightersTech account. You may provide a username and password, as well as a way for us to contact you—such as an email address or phone number. We will also need your date of birth, and in some cases, you may be required to verify your account or provide additional information. You agree to provide true, accurate, and complete information when registering and to keep that information up to date. You are responsible for maintaining the confidentiality of your account and password and agree to take full responsibility for all activities that occur under your account.

You are responsible for the security of your account, and if you believe it has been compromised, you must notify us immediately. If you use a password, it must be strong; we also strongly recommend that you use it exclusively for your FightersTech account and enable two-factor authentication.

We reserve the right to cancel or suspend your account at any time, for any reason, without prior notice, including, but not limited to, if we suspect that you have provided false or misleading information, or if you have violated these Terms and Conditions

The information you provide to FightersTech must always be truthful and accurate, and it is your responsibility to keep it that way at all times. We may assume that any communication we receive from your account or associated with the contact information you have provided was sent by you, and that any purchases made through your account are also yours.

If you cannot access your account, we will need to contact you through the email address or phone number associated with your account. If your account is compromised or you lose access to your email or phone number, we may not be able to restore access to your account or to any servers you may have created.

You agree not to license, sell, loan, or transfer your account, FightersTech username, custom URL, or any other identifier without our prior written consent. We also reserve the right to delete, change, or reclaim your username, URL, or any other identifier.

We reserve the right to cancel or suspend your account at any time, for any reason, without prior notice, including, but not limited to, if we suspect that you have provided false or misleading information, or if you have violated these Terms and Conditions.

Content. IV.

IV.i User Content.

When we refer to “your content” in these terms, we mean everything you add—upload, post, share, transmit, etc.—to our services. This includes text, links, GIFs, emojis, photos, videos, documents, or other media. If in the future we create new ways to add content to the services, those will be included as well.

You are under no obligation to add content to the services. If you choose to do so, it is your responsibility to ensure you have the right to do so, that you are entitled to grant the licenses outlined in this section, and that your content complies with the law. We are not responsible for your content or for how others use it.

Your content remains yours, but by using FightersTech, you grant us a license. You may hold certain intellectual property rights. We do not claim ownership over those rights, but by using our services, you

grant us a license—which means a form of permission—to do the following with your content, always in accordance with applicable legal requirements, for the purpose of operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in ways that are consistent with how you use the services. For example, so we can store and display your content
- Publish, publicly reproduce, or publicly display content that you have chosen to make visible to others. This means, for example, that we may show your messages if you post them in certain servers or recommend the content to others.
- Process, modify, translate, and reformat your content. For instance, so we can resize an image you upload to fit on a mobile device.
- Grant a sublicense of your content to allow our services to function properly. For example, so we can store your content with our cloud service providers.

This license is worldwide, non-exclusive—which means you can still license your content to others—royalty-free—which means there are no fees for this license—transferable, and perpetual.

We reserve the right to block, remove, or permanently delete your content if it violates these terms, the [Community Guidelines](#), our [other policies](#), or any applicable laws or regulations, or if it poses a risk to FightersTech or negatively affects the experience or interests of other FightersTech users.

We appreciate feedback about our services. By submitting feedback to us, you grant us a non-exclusive, perpetual, irrevocable, and transferable license to use the feedback and any ideas derived from it without any restriction, attribution, or compensation to you.

IV. ii Contenido de FightersTech

All content on the FightersTech website and app—including text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software—is the property of FightersTech or its content providers and is protected by copyright laws, trademark laws, and other intellectual property regulations. Our services include content that belongs to us, such as the design of our applications and websites, our images and artwork, and the content written by us. You may use our software as permitted under these terms. However, you may only use our trademarks—or any other brand indicators—and copyrighted materials as allowed under our Brand Guidelines or with our prior written consent. We retain all intellectual property rights in our content.

FightersTech grants you a limited, non-exclusive, non-transferable license to access and use the services for your personal, non-commercial use. This license does not include the resale or commercial use of our services, the collection and use of product listings, descriptions, or prices, any derivative use of this services or its content, any downloading or copying of information for the benefit of a third party, or any use of data mining, robots, or similar data gathering and extraction tools.

A total use restriction is placed on FightersTech content: you may not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit any part of the services for commercial purposes without the express written consent of FightersTech. Likewise, you may not frame or use framing techniques to enclose any

trademark, logo, or other proprietary information—including images, text, page layout, or form—of FightersTech without our express written consent.

IV. iii. Third-Party Content.

Third-party content. Additionally, our services may provide you with access to third-party content. You may not use this content without permission from its owners, except to the extent permitted by law. Content from others belongs to them and does not necessarily reflect the views of FightersTech. FightersTech does not endorse user-generated content nor verify its accuracy or reliability. We work hard to make FightersTech a safe, positive, and inclusive space, but we cannot always prevent you from encountering content that you may find objectionable or offensive. You agree not to hold us responsible for any harm caused by such content. You may report content that you believe violates our policies, and we may review such reports and block or remove content we determine to be inappropriate, but we are not obligated to do so.

Third-party features and content. Our services may also provide access to third-party websites or apps, features, applications, or other content. We provide this access only for your convenience, and we are not responsible for the content or services available on those websites or apps or resources, nor for how you use such content or services.

FightersTech Paid Services. V

We do not charge for the use of the basic features of our services, but you may need to pay for other products and features. The FightersTech Paid Services Terms, along with those of our partners—Google, Apple, and RevenueCat—also apply to any purchases you make using acquisition methods compatible with FightersTech, and you may be required to accept additional terms, such as our Monetization Terms, before buying or selling anything through FightersTech.

User's Right to Terminate. VI.

Your right to terminate. You may stop using FightersTech's services at any time and for any reason. To terminate this agreement, you can delete your FightersTech account through the settings page in the FightersTech app—the gear icon next to your username—and stop using the services. Certain provisions of these terms will remain in effect after termination, as outlined later in the "Survival" section.

Disabling your account limits the processing of your personal information, as described in our [Privacy Policy](#). Disabling your account does not terminate this agreement.

Our right to terminate. In accordance with applicable law, we reserve the right to suspend or delete your account or your access to some or all of the services, with or without prior notice, at our sole discretion, for any of the following reasons:

1. You violate these terms, our [Community Guidelines](#), [our other policies](#), or any additional terms that apply to specific products.
2. We are required to do so to comply with a legal obligation or court order.
3. We reasonably believe that termination is necessary to prevent harm to you, us, other users, or third parties.
4. Your account has been inactive for more than two years.

5. Keeping your account active—by hosting your content or allowing you access to some or all services—may pose a risk to FightersTech, other users, or third parties.

However, we will notify you in advance if it is reasonable to do so or if the law requires it.

We value transparency and strive to provide you with the context behind our decisions. You may appeal any enforcement action we take under these terms or other policies—including content removals, account terminations, or suspensions—through this form or via the options available in the app. If you reside in the European Economic Area, your appeal must be submitted within six months of the decision in question.

Limitation of Liability VII.

VII. i. Disclaimer of Warranties

We strive to provide excellent services, but there are certain aspects we cannot guarantee. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FIGHTERSTECH, ITS AFFILIATES, AND THEIR RESPECTIVE PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED “AS IS.” WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE EXTENT PERMITTED BY LAW.

VII. ii Indemnification

If you use the services on behalf of a business or legal entity, or as an individual, you will be responsible to FightersTech and its officers, directors, employees, and agents for any claims, liabilities, damages, and costs—including reasonable legal and accounting fees—related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms. You agree to indemnify and hold harmless FightersTech, its directors, employees, agents, and affiliates from any claims, demands, losses, damages, costs, and expenses, including reasonable attorney’s fees, arising out of your use of the services or your violation of these terms and conditions.

VII. iii Limitation of Liability

WE EXCLUDE AND LIMIT OUR LIABILITY TO YOU WHEREVER LEGALLY PERMITTED. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS ARE NOT LEGAL, WE WILL BE LIABLE FOR DAMAGES YOU MAY SUFFER, BUT ONLY TO THE EXTENT THAT THEY RESULT FROM OUR NEGLIGENCE, LACK OF SKILL, OR MATERIAL BREACH OF CONTRACT ENTERED INTO WITH YOU. THIS PARAGRAPH DOES NOT AFFECT ANY CONSUMER RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY AGREEMENT OR CONTRACT.

THE INFORMATION PRESENTED IN OR THROUGH THE SERVICES IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE PERMITTED, FIGHTERSTECH, ITS AFFILIATES, AND OUR PROVIDERS INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES SHALL NOT BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, SAVINGS, BUSINESS OPPORTUNITIES, DATA, OR GOODWILL, SERVICE INTERRUPTIONS, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS, OR THE USE OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FIGHTERSTECH OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF ANY LIMITED REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BEYOND THE TYPES OF LIABILITY THAT CANNOT BE LIMITED BY LAW—AS DESCRIBED IN THIS SECTION—FIGHTERSTECH LIMITS ITS LIABILITY TO WHICHEVER IS GREATER: (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS PRIOR TO SUBMITTING YOUR FIRST CLAIM, OR (B) 100 EUROS (OR ITS EQUIVALENT IN LOCAL CURRENCY).

FIGHTERSTECH IS NOT RESPONSIBLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE ABOVE EXCLUSIONS AND LIMITATIONS OF DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN YOU AND FIGHTERSTECH. THE ABOVE LIMITATION OF LIABILITY SHALL FULLY APPLY TO RESIDENTS OF SPAIN.

VII. iv Data usage charges

You are responsible for any mobile charges that may result from using our services. This includes data and messaging fees, such as SMS, MMS, or any other messaging protocol or technology. If you are unsure which usages may incur charges, check with your mobile service provider before using our services.

Resolución de conflictos VIII

Informal Resolution. Most disputes can be resolved informally. Therefore, if you have any issue with the services, you agree to contact us before filing a lawsuit or requesting arbitration. You must send a written notice ("Written Notice") to legal@fighterstech.com, which must include: -1- your name, -2- the email address or phone number associated with your FightersTech account, -3- a detailed description of the issue, and -4- the solution you propose.

If the dispute is not resolved within 60 days of receipt of the Written Notice, both you and FightersTech agree to continue resolving it through informal dialogue or through one of the methods outlined below.

You must go through this informal dispute resolution process before taking any formal action, unless the law exempts you from doing so. Any statutes of limitations and deadlines for filing arbitration fees or

other time limits will be tolled upon receipt of the Written Notice at legal@fightertech.com , for as long as both parties attempt to resolve the dispute informally.

If you reside in the European Union, you may also have the right to file a complaint through the Online Dispute Resolution (ODR) platform of the European Commission or the alternative dispute resolution (ADR) body in accordance with Article 21 of the Digital Services Act (DSA). The ODR platform allows EU consumers to resolve disputes related to online purchases of goods and services without going to court. Please note that any communication with the ODR platform or through the ADR mechanism will not toll any statutes of limitations or other deadlines unless a Written Notice has also been sent to legal@fightertech.com

Applicable Law and Jurisdiction. These terms, as well as any dispute related to them or to our services, are governed by and interpreted in accordance with the laws of Spain and the regulations of the European Union. Any dispute arising in connection with the use of FightersTech or these terms shall be resolved under Spanish law, excluding any conflict-of-laws rules that might otherwise lead to the application of laws from another jurisdiction.

If you are a consumer residing in the European Union, this clause—and these terms in general—do not affect any mandatory consumer rights you may have under your local laws. Any disputes arising in connection with the services or these terms will be subject to the exclusive jurisdiction of the courts of Madrid, SPAIN, or, if you are a consumer, to the courts closest to your residence within an EU Member State.

Arbitration Agreement. IF YOU RESIDE IN SPAIN OR WITHIN EUROPEAN TERRITORY—AND TO THE EXTENT PERMITTED BY LAW IN THOSE REMAINING JURISDICTIONS—YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

You and FightersTech agree that Spanish Law 60/2003 of December 23 on Arbitration, or its most current revision or applicable regulation, governs the interpretation and implementation of these arbitration provisions. Except as otherwise stated below, and only after both parties have made a good faith but unsuccessful attempt to resolve the dispute through the "informal resolution" process described above, you and FightersTech agree to resolve any dispute, disagreement, or claim relating to these terms or our services through final and binding arbitration in Madrid, Spain.

This includes claims arising from or relating to events that occurred before this arbitration agreement existed or any prior commitment, as well as claims that may arise after the termination of this arbitration agreement, in accordance with the notice and opt-out provisions described further below.

- **Arbitration Costs.** If FightersTech is the party initiating arbitration, all costs—including the filing fee—will be covered by FightersTech. If you initiate the arbitration against FightersTech, you will be responsible for the non-refundable filing fee and all associated costs, unless the arbitrator determines that you are unable to pay, in which case FightersTech will cover the full amount. In all arbitration proceedings, unless otherwise required by law, you will be responsible for all other expenses, including attorney's fees and expert witness fees.
- **Settlement Offer.** At least 14 days before the scheduled date of an arbitration hearing, either party may send the other a written settlement offer with specific terms. If the other party does not accept the offer and subsequently fails to obtain a more favorable outcome, they will not recover any costs incurred after the offer was made and will instead be responsible for the offering party's costs from that point onward.

- **Arbitration Decision.** The arbitrator will issue their decision in writing, and it will be binding on both FightersTech and you. Any competent court may enforce the award. You and FightersTech agree that motions will be permitted in this process. Unless stated otherwise in this arbitration section, the arbitrator—not any court or federal, state, or local agency—will have exclusive authority to resolve all disputes arising from or relating to the interpretation, enforceability, applicability, or formation of these Terms of Service. This includes, among other things, any claim that the Terms are void or invalid, any challenge to arbitration as an appropriate dispute resolution mechanism, or any issue relating to the payment of arbitration fees and costs—including the timing of such payments and remedies in case of non-payment. The arbitrator must adhere to these Terms and may award damages and other relief in the same manner as a court. No arbitration decision or award will have preclusive effect on disputes or claims involving anyone who was not a party to the arbitration.
- **Mass Arbitration.** If, at any time, the same legal representative or entity files 30 or more arbitration demands against FightersTech or other related parties (a “mass arbitration”), the following rules shall also apply:

If your legal representative or you submit an arbitration demand that falls within the definition of a mass arbitration, you agree that it will also be subject to the additional protocols outlined in this subsection.

Courts and arbitration administrators encourage pre-resolution processes when multiple disputes involve similar claims against the same or related parties. You and FightersTech agree to request that the arbitrator adopt the following procedures: sequential numbers will be randomly assigned to each claimant included in a mass arbitration, after which the first 10 claims will be designated as the “initial bellwether cases” and will proceed to arbitration.

The parties agree to select a single arbitrator for all initial bellwether cases and to consolidate them for pre-hearing procedures. Unless the claims are resolved early or the schedule is extended, the arbitrator will issue a decision within 120 days of the initial pre-hearing conference. If fewer than 5 of the initial bellwether cases are resolved early without a final decision from the arbitrator (for example, through settlement), additional cases will be selected in groups of 10 to proceed through arbitration until at least 5 of them have been resolved by a final arbitrator’s decision.

The arbitrator’s decisions on the bellwether cases will be issued in writing and must include the essential findings of fact and law upon which they are based.

The initial bellwether cases that have been resolved by a final arbitrator’s decision will then be submitted to a mediator, who will attempt to facilitate resolution of the remaining claims. Once the mediator delivers their recommendations, the parties and the mediator will have 90 days—the “mediation period”—to agree on a resolution or a substantive methodology for resolving the remaining cases. If the parties are unable to reach a settlement during the mediation period, either party may choose to withdraw from the arbitration process and proceed to court with their remaining claims. A written notice of this decision must be submitted within 60 days of the close of the mediation period. Withdrawing from the arbitration process, as described in this paragraph, does not constitute a “mass arbitration opt-out” as defined in the similarly titled section below.

If no such notice of withdrawal is submitted, arbitrations will proceed in the same order in which the claims were assigned within the mass arbitration.

If your arbitration claim is part of a mass arbitration, any applicable statute of limitations will be tolled until the arbitration claim is resolved or withdrawn.

- **Exceptions.** Both you and FightersTech may continue to bring claims exclusively in the lower courts of San Francisco County, California, and both you and FightersTech agree to submit to the jurisdiction of those courts. These courts, not an arbitrator or the AAA, will have exclusive authority to resolve disputes that fall within their jurisdiction. In addition, disputes involving patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of our services shall not be subject to arbitration. Furthermore, either party may seek a declaratory judgment or equitable relief from a competent court to determine whether a case is time-barred or eligible to be heard in a small claims court. This does not constitute a waiver of the right to participate in arbitration under these terms, and any final arbitration concerning claims covered by this paragraph shall be stayed, along with any related statute of limitations, until the court process has been resolved.
- **Changes to Dispute Resolution.** FightersTech will provide 30 days' advance notice of any material changes to this clause. Changes will take effect on the thirtieth day and will apply to all claims that have not yet been filed. If you continue to use the site after the thirtieth day, you agree that any claim FightersTech is not already aware of will be subject to the revised clause. If you choose to object to the changes by opting out of arbitration, you may exercise your right to a trial before a judge or jury as permitted by law. However, in that case, any claims not yet filed will not be governed by a previous arbitration agreement. If FightersTech modifies the "Dispute Resolution" section after the date on which you first accepted this agreement—or any of its changes—you agree that continued use of FightersTech products or services 30 days after the change will constitute acceptance of the revised terms. If you do not agree to the change, you may notify us as outlined in this section.

Additional Terms IX.

You have certain rights that cannot be limited by these terms under applicable law, and we do not intend to restrict those rights in any way through these terms.

Entire Agreement. These terms constitute the entire agreement between you and FightersTech regarding your use of our services, along with the other documents referenced herein, such as the [Code of Conduct](#), [Community Guidelines](#), [Cookies Policy](#), and [Privacy Policy](#).

Additional Terms. If additional terms apply to any of our products or services and there is a conflict with these terms, the additional terms will govern your use of that specific product or service.

Error Reporting. We support responsible disclosure of security issues. To report one, you can send a notification to support@fightertech.com

Export Control. You agree to comply with all applicable import, export, and re-export laws and restrictions, including but not limited to those of the European Union and its Member States, the U.S. Department of Commerce's Export Administration Regulations (EAR), the economic sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR). Under no circumstances may you use the services in violation of these laws and regulations. You agree not to use our services to store or distribute content subject to export controls unless you have obtained all necessary authorizations. Additionally, you represent that you are not listed

on any government list of prohibited or restricted parties—or otherwise subject to any similar restrictions—as defined under the aforementioned laws or the laws of your country. You may not download or use our services if you are located in a country or region that is subject to embargo by the U.S. or the EU—including Cuba, Iran, North Korea, or the Crimea region—unless such use is authorized by the United States or other relevant authorities..

Waiver, Severability and Assignment. If we do not take immediate action in response to your breach of these terms, that does not mean we are waiving any of our legal rights—such as the right to act later. If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable for any reason, that provision will be deemed severable from the rest of the terms and will not affect the validity and enforceability of the remaining provisions. Accordingly, if any part of the terms is deemed invalid or unenforceable by a court or competent authority, the rest of the terms shall remain unaffected. You may not assign these terms to anyone else without our prior written consent. However, we may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of a business associated with our services.

Survival. All provisions of these terms that by their nature should remain in effect after termination will do so. To the extent permitted by applicable law, this includes (but is not limited to):

- Our rights to retain and display certain data – as described in the [Privacy Policy](#) under the section on data and information retention.
- Any amounts that remain unpaid;
- Any indemnification obligations, if applicable, as outlined in the section titled "Indemnification";
- Any warranty disclaimers, as described in the "AS IS Services" section;
- Any applicable limitations of liability, as detailed in the "Limitation of Liability" section;
- Any dispute resolution provisions, including arbitration agreements, as described in the section "Dispute Resolution between You and FightersTech."

Update to the Terms. We may update these terms to: (1) reflect changes in our services or operations, (2) comply with legal or regulatory requirements, (3) prevent abuse of or on our services, or (4) better protect or support our users. If these changes materially affect your use of FightersTech or your legal rights, we will provide you with reasonable advance notice—unless the updates are urgent. If you continue using our services after the changes take effect, we will consider that you accept the updated terms. If you do not agree to the changes, you must stop using the services.

Apple App Store. If you download the FightersTech app from the Apple App Store or use it on an iOS device, the following paragraph applies to you:

These terms grant you a non-transferable license to use the FightersTech app on any Apple/Mac product you own or control, in accordance with Apple’s policies. Apple has no obligation to provide maintenance or support services related to the FightersTech app. If the app fails to operate as warranted, you may notify Apple, and Apple will refund the purchase price (if applicable); however, to the maximum extent permitted by law, Apple has no further warranty obligations with respect to the FightersTech app.

Apple is not responsible for any claims related to the FightersTech app or your possession and use of it, including but not limited to: (i) product liability claims; (ii) claims that the app fails to comply with

applicable legal or regulatory requirements; and (iii) claims arising under consumer protection or similar legislation. Apple is also not responsible for the investigation, defense, settlement, or discharge of any third-party claims alleging that your possession and use of the FightersTech app infringes their intellectual property rights.

Both Apple and its subsidiaries are third-party beneficiaries of these terms, and upon your acceptance of them, 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.

You also represent and warrant that (i) you are not located in a country subject to a U.S. government embargo or 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. Additionally, you agree to comply with any applicable third-party terms when using the FightersTech app.

Community-Contributed Translations: FightersTech may offer the application in additional languages provided by volunteer members of the user community ("community languages"). These community translations are intended to improve accessibility, but they may be incomplete or unverified by FightersTech.

FightersTech's legal and official documents (including these Terms and Conditions and the [Privacy Policy](#)) are available only in the application's official languages, currently Spanish and English. In the event of any discrepancies between a community translation and the official languages, the text in the official languages shall always prevail.

Users interested in contributing community translations may contact FightersTech via the designated email address: translations@fightertech.com. Such contributions will be handled on a voluntary basis and will not create any contractual or employment relationship between FightersTech and the contributor. FightersTech reserves the right to freely modify, accept, or reject any submitted contributions. FightersTech assumes no responsibility for errors or misunderstandings arising from such translations.

Contact X.

If you have any questions about these terms, please contact us at legal@fightertech.com. We may send you electronic communications related to our services. Where required, we will obtain your consent before sending direct marketing messages, and if you prefer not to receive them, we will make it easy for you to let us know.