

TERMS OF USE

1. GENERAL TERMS

Welcome to our esports tournament application "Snatch Battle" (the "App") and our website (the "Site"), and all related websites, materials, tools, and services that we provide, all of which are referred to as the "Services" provided by Snatch B.V. ("Company", "we", or "us"). The Services are operated by us and offered to you for your personal, non-commercial use and entertainment. We are a company registered in the Netherlands. Our registered office is at Overschiestraat 59, 1062XD Amsterdam, the Netherlands.

A. Nature of the App

The App provides you with the opportunity to participate in esports skill-based video game tournaments against other users. Tournaments require an entry fee, while offering cash prizes to the winners. It's important to note that any tournament or offer is void and not effective in any state, country, or jurisdiction that prohibits, restricts, or requires a license for such activities.

Regardless of paying participation status, winners under the age of eighteen (18) or who participate not from the European Union or the United Kingdom of Great Britain and Northern Ireland (UK), or a jurisdiction where awarding a prize based on the participant's results in the competition is prohibited, illegal, or restricted, are not eligible for any prizes.

In order to use our Services and access the App, you may need to download certain Software onto your device. By downloading the Software, you agree that periodic updates may be necessary. If you do not allow access to these updates, the Software may no longer be usable, and you may lose access to the App.

B. Acceptance of Terms and Agreement

To use the Services, you must agree to these Terms of Use, which are a legal agreement between you and us. By using the App and/or Services, you agree to comply with these Terms and all applicable laws. If you don't accept these Terms, you cannot use the App or Services. We recommend that you carefully read these Terms before creating an account or using any of our services. When you create an account, use our services, and click "I accept," you confirm that you've read and accepted these terms, agree to be bound by them, and are authorized and able to accept them.

We may modify these Terms at any time. If we make material changes, we will notify our users by messages or through a notice on our Site. Continued use of the Services and use of the App means you accept and agree to be bound by the revised

Terms. We strongly suggest that you periodically review these Terms for any changes.

C. Usage Eligibility

To be eligible for an Account, use our Services, and play our App, you must be a natural person who is at least 18 years of age or older, personally assigned to the telephone number submitted during your Account creation, have the power and ability to enter into a contract with us, read and understand English and have read and understood these Terms in English, and be physically located in the European Union or UK. If you violate any of these requirements at any time, we may suspend or close your Account, prohibit your access to the Services, and you may forfeit any funds or prizes associated with your account. We may take these actions with or without notice.

We may ask users to prove their eligibility to continue using the Services. Users must provide identification and proof of eligibility before receiving any prizes. Users can pre-register their identification to avoid delays. Failure to provide satisfactory proof of identification and eligibility will result in the suspension or termination of the user's account.

2. USE OF SERVICES

A. User Accounts

To sign up for an Account, you need to provide a valid phone number. You're responsible for everything that happens on your Account, so make sure to keep your username and access to the phone number confidential. We have the right to reject, modify, or suspend your username at our discretion. Your Account cannot be transferred, and you cannot allow anyone else to use it or claim any winnings. If you suspect unauthorized use of your Account or a security breach, let us know right away. We collect location information from your device to provide certain Services, and you can turn off this feature if you want. However, some Services require us to verify your location, and you may not be able to access them if we can't do so. We may send you promotional materials and other communications using push notifications. You can choose to opt out of these at any time. Remember, you're the only one responsible for your Account, and any activity done under your account will be your responsibility.

If you have not entered into any competitions in the past 6 months we reserve the right to terminate such inactive Accounts at our sole discretion and without prior notice.

You may also request to have your account deleted by sending a request to our support email. Once we receive the request, we will take reasonable steps to verify the authenticity of the request and proceed with deleting the account. Please note that deleting your account will result in the permanent deletion of all user data associated with the account, and you will no longer be able to access the Services or participate in any tournaments.

B. User Conduct and Prohibited Activities

As a user of the platform, you agree to abide by all applicable laws and regulations and to use the platform solely for lawful purposes. You agree not to engage in any activity that interferes with or disrupts the platform or the servers and networks connected to the platform.

You agree not to engage in any of the following prohibited activities:

1. Attempting to bypass or breach the platform's security measures
2. Using the platform to transmit any illegal, harmful, or offensive content
3. Harassing, abusing, insulting, or defaming other users
4. Engaging in any activity that would interfere with the fair and orderly conduct of the tournaments or competitions hosted on the platform
5. Using the platform to engage in any form of gambling or betting activity
6. Impersonating any person or entity, or falsely representing your affiliation with any person or entity
7. Uploading or transmitting any viruses, worms, or other malicious code
8. Violating the intellectual property rights of any person or entity
9. Using the platform for any illegal or fraudulent purpose

We reserve the right to investigate and take appropriate legal action against anyone who violates these provisions, including without limitation, removing the offending content, terminating the user's account, and reporting such activities to law enforcement authorities.

C. User-generated Content and Intellectual Property Rights

You are solely responsible for any content that you upload, publish, or display on our platform, including any text, images, audio, or video content ("User Content"). By submitting User Content, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly display and perform such User Content in connection with the operation and promotion of our platform, including without limitation for commercial purposes. You represent and warrant that you have all necessary rights to submit such User Content and that your submission of such User Content does not violate any third-party rights, including without limitation any intellectual property rights or privacy rights.

Our platform and its entire contents, features, and functionality, including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, are owned by us, our licensors, or other providers of such material and are protected by Dutch and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to use or access our platform or any content available on it in any way that violates any intellectual property right, including without limitation any trademark, copyright, or patent. Any unauthorized use of our platform or its content may give rise to a claim for damages and/or be a criminal offense.

We acknowledge and respect the intellectual property rights of online games and their respective owners. We use game names and images for the sole purpose of identifying the games in which tournaments are held on our platform. We do not claim any ownership rights over the games, their names, or their images.

If you believe that your intellectual property rights have been infringed upon by any User Content on our platform, please notify us immediately by providing a description of the copyrighted work or other intellectual property that you claim has been infringed and a description of where the material that you claim is infringing is located on our platform, with enough detail that we may find it on the platform. We will investigate all claims of intellectual property infringement and take appropriate action as required by Dutch, UK, and European laws.

D. Security and Data Protection

We take the security of our users' personal information seriously and implement reasonable measures to protect it from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that our security measures will prevent all unauthorized third-party access to your personal information. By using our app, you agree to provide accurate and complete personal information and to maintain the security and confidentiality of your login credentials. You are solely responsible for any activities that occur under your account.

We may collect and use personal information for the purpose of providing and improving our services, complying with legal obligations, and enforcing our Terms of Use. We will only disclose your personal information to third parties in compliance with applicable laws and with your consent. We use cookies and other tracking technologies to improve your experience on our app and for analytics purposes. You can manage your cookie preferences through your browser settings. If you believe that your personal information has been compromised or that our security measures have been breached, please contact us immediately.

3. TOURNAMENTS

A. Tournament Rules and Eligibility Requirements

The App provides a matchmaking service for esports tournaments. We do not have control over any user's gameplay, communication, or activity, nor do we host any gameplay on any platform. As a result, we are not responsible for the actions of any users using our App and Services and we explicitly disclaim any responsibility, warranty, or liability related to their use.

It is important to note that the outcome of tournaments offered on the App is directly linked to the skill levels of the participants. We do not provide any commentary or knowledge on the likelihood of one user winning over another, and we do not make any claims about an individual user's chances of winning.

By participating in tournaments, users accept that Company may use publicly available information, including personal data, to rank them at the Company's sole discretion. The ranking will depend on tournaments the user has participated in and the information available in public sources, such as the Internet at the time the ranking is given to the user. After each tournament, a list of winners will be posted in the App and on the Site. It is important to note that the results and winners of each tournament offered on the Site will be determined by the Site, and these determinations are final. By registering and/or participating in any tournament, you agree to be bound by these determinations.

B. Account Replenishment and Fees

You can add funds to your Account using authorized payment methods available on the Site which are subject to additional fees. Please note that authorization to the site can only be made through the App. Once you confirm your payment, your Account will be credited, and you can use those funds to pay entry fees for tournaments. The amount of the fee will be disclosed to the users before the start of each tournament and is predetermined. Entry fees are non-refundable and payable in euros.

C. Prizes and Withdrawals

Winners may be awarded cash prizes. The amount of the cash prize will be disclosed to the users before the start of each tournament and is predetermined. After the tournament ends, we will conduct an internal review to ensure fairness and technical integrity. Upon completion of our verification process, and subject to our right to request additional information and in accordance with these Terms, we will inform the winners and provide their prizes via the agreed payment method. Withdrawals of unused funds or cash prizes are possible after entering at least two tournaments and are subject to verification and due diligence in compliance with applicable laws. The

process for proving that the bank account belongs to you is described on the Site. We may withhold funds to satisfy applicable tax obligations, but you remain responsible for all taxes in your state, country, and jurisdiction.

D. Termination of Tournaments and Dispute Resolution

We reserve the right to terminate any tournament at any time, without notice, and without liability to you. In case of a termination, we will refund any applicable entry fees to the participants. In the event of a dispute between participants, we will make reasonable efforts to arbitrate the dispute and determine a resolution. If, for any reason, the winner cannot be determined, including technical malfunctions or cheating, we reserve the right to make a decision based on the available evidence or declare no winner and refund the entry fees to the participants. However, in case of repeated disputes or violations of our Terms of Use, we reserve the right to limit user options or suspend their account. To report a dispute or request a refund, please contact our support team.

4. LIABILITY AND DISCLAIMERS

A. Disclaimer of Warranties and Limitations of Liability

The platform is provided on an "as is" and "as available" basis, and we make no warranties of any kind, express or implied, regarding the platform or its use. We disclaim all warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the platform will be error-free, uninterrupted, or free from viruses or other harmful components. You use the platform at your own risk, and we will not be liable for any damages arising from your use of the platform, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

B. Indemnification and Release of Liability

You agree to indemnify and hold us harmless from any claims, damages, expenses, or other losses arising out of your use of the platform or your breach of these terms. You also agree to release us from any liability for any claims, damages, expenses, or other losses arising out of your use of the platform.

C. Disclaimer of Endorsement

We do not endorse any content or user submissions on the platform. We do not make any representations or warranties regarding the accuracy, reliability, or quality of any content or user submissions on the platform. You acknowledge and agree that you rely on any content or user submissions on the platform at your own risk.

D. Arbitration

These Terms are governed by Dutch law, and disputes will be heard exclusively by Dutch courts unless you have the legal right to bring a claim elsewhere. We reserve the right to take legal action against you in your country of residence or business for any breach of these Terms. If you participate in tournaments by the App, you agree to resolve any disputes individually, without resorting to a class action, and to submit to the jurisdiction of Dutch courts. By using the App, you confirm that you meet age and eligibility requirements and that you will discontinue use if you do not meet them. In the event that any part of the Terms is found to be invalid or unenforceable, that specific provision will be considered separate from the Terms and will not impact the legitimacy or enforceability of the remaining provisions.

5. TERMINATION AND SUSPENSION

A. Violation of Terms

Violation of these Terms may result in termination of your account, limitation or restriction of your access to the Services, and forfeiture of any funds or prizes associated with your account. Such action does not limit our ability to take any other action permitted by law or to pursue any other legal or equitable remedies that may be available, including damages and injunctive relief.

B. Termination of Services

We reserve the right to terminate or suspend your access to the Services at any time without notice if we have reason to believe that you have breached these Terms of Use, or if we determine in our sole discretion that it is necessary or desirable to do so for legal or regulatory reasons.

If we terminate your access to the Services, you will not be entitled to any compensation or damages of any kind and any fees or charges that you have paid in connection with the Services will be forfeited. We may also take any legal action that we deem necessary to enforce these Terms of Use or to protect our rights, interests, or property.

Upon termination of the Services, any licenses or other rights granted to you under these Terms of Use will immediately terminate, and you must immediately cease all use of the Services and any content obtained through the Services. Any provisions of these Terms of Use that by their nature should survive termination (including, without limitation, provisions relating to indemnification, limitation of liability, and intellectual property) will continue to be enforceable after termination.

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