

TERMS AND CONDITIONS FOR USE OF THIS APPLICATION AND/OR WEBSITE

Date Last Modified: 03/24/2020

Thank you for reviewing these Terms and Conditions of Use (the “Terms” or “Agreement”). Gizer Inc. (“Gizer” “We” “Us” or “Our”) operates the website, <https://gizer.io> (the “Site”), its desktop and mobile application (“Gizer App”), and other services (collectively referred to herein as the “Services”) available for your (“User” “You” “Your” or “Yourself”) use subject to this Agreement.

Any references to this Agreement include these Terms, the Official Rules, Regulations and Scoring of the applicable Contest or Promotion (“Contest Rules”) which will be available for each Contest or Promotion, and the Privacy Policy, available at [\[Click here to view Privacy Policy\]\(https://gizer.io/privacy\)](https://gizer.io/privacy). To the extent that there is any inconsistency between these Terms, the Contest Rules, the Privacy Policy, and the End User License Agreement these Terms shall prevail. Please read this Agreement carefully before accessing the Services.

1. ACCEPTANCE OF TERMS

By creating a Gizer User account (“Account”), downloading the Gizer App, or participating in any Services, including, without limitation, participating in esports contests or tournaments (each a “Contest”), Users:

- (i) acknowledge that they have read and agree to be bound to and abide by these Terms;
- (ii) accept and agree to all obligations, rules and scoring systems for each Contest in which they participate; and
- (iii) represent and warrant that they are authorized and able to accept these Terms.

If a User does not wish to be bound by the Terms, the User must not download the Gizer App, access the Site or participate in the Services. By declining to accept these Terms, the User will be unable to create an Account or participate in the Services.

Gizer reserves the right to change these Terms at any time without prior notice to You, and any amended Terms are effective upon posting. If We make what We determine to be material changes to these Terms, We will update the “Date Last Modified” and will notify You via email. Your continued use of the Services following such material changes constitutes Your consent to the changes. If You do not agree to the changes, Your sole remedy is to cease using the Services. It is Your responsibility to periodically check and review these Terms for changes.

In addition to these Terms, additional terms and conditions may govern various promotional offers, offered to You from time to time. Such promotional offers are governed by their corresponding Promotional Terms and Conditions.

2. SOCIAL NETWORKING DISCLAIMER

Video content may be streamed through, and the Services may be accessible through or provide links to third party social networking sites and applications, including, without limitation, Discord, Facebook, Twitch, Twitter, and YouTube. As a condition of participating in the Services, Users acknowledge and agree that such third parties do not sponsor, endorse, administer, and are in no way associated with, the Services. All questions regarding the Services must be directed to Gizer. Users further acknowledge and agree that as a condition of participating in the Services, Users shall release Discord Inc., Facebook, Inc., Twitch Interactive, Inc., Twitter Inc., YouTube, Inc., and any other third party social networking sites

accessible through the Services from any and all liability arising out of Users' participation in such Services. The integration of third party social networking sites and applications is provided solely as a convenience to Users and Users access and use them entirely at their own risk and subject to such third parties' terms and conditions.

3. ELIGIBILITY/PROHIBITED JURISDICTIONS

3.1. Eligibility

To be eligible to create an Account and become a registered User, You must, at the time of registration:

- (1) be at least sixteen (16) years of age;
- (2) be a citizen or resident of the United States of America with a residential address in the fifty (50) United States of America;
- (3) be physically located in a state ("Jurisdiction") in which participation in the Contests is not prohibited;
- (4) not be a person barred from participating in the Contests under the laws of the United States of America; and
- (5) at all times abide by these Terms.

We reserve the right to deny access to the Services to anyone at Our sole discretion.

Depending on a User's Jurisdiction, some functionalities of the Services, including the ability to deposit currency and the ability to enter into Contests where monetary consideration (an "Entry Fee") is required for the opportunity to win a prize ("Pay-to-Play Contests") may be limited, as follows;

To be eligible to participate in Pay-to-Play Contests, You must, at the time of registration for the Pay-to-Play Contest:

- (1) be at least eighteen (18) years of age or the age of majority in Your Jurisdiction of residence, whichever is greater, at the time of Account creation (please note You must be at least nineteen (19) years of age at time if You are a legal resident of Alabama or Nebraska or twenty-one (21) years of age if You are a legal resident of Massachusetts);
- (2) be a citizen or resident of the United States of America with a residential address in the fifty (50) United States of America;
- (3) be physically located in a state ("Jurisdiction") in which participation in the Contests is not prohibited;
- (4) not be a person barred from participating in the Contests under the laws of the United States of America; and
- (5) at all times abide by these Terms.

Employees, officers, directors, investors, agents, and representatives of Gizer or any of its parents, subsidiaries or affiliates, and each of their respective immediate family and household members are NOT eligible to win cash prizes in public Contests hosted on the Services. "Immediate Family Members" shall mean parents, step-parents, grandparents, legal guardians, children, step-children, siblings, step-siblings, spouses, or in-laws. "Household Members" shall mean those people who share the same residence at least three (3) months a

year. Such persons may, however, use the Services, and will from time to time do so for the purpose of testing the Services, evaluating User experience and Contests, socializing and competing with customers to build community, and other reasonable and fair uses at the sole discretion of Gizer. If such persons are deemed to be winners of any public Contests hosted on the Services, any cash prizes won will be forfeited and awarded to the next highest placing participant that is eligible to win a prize. Such persons, may participate in the following Contests hosted on the Services: Gizer-sponsored Private Contest, Private Contests for cash, or Private Contests for prizes other than cash. A "Private Contest" is one that is not listed on the Services, and is hosted by another Gizer employee, Immediate Family Member, Household Member, or friend of the Gizer employee, Immediate Family Member, or Household Member participating.

Gizer employees and Immediate Family Members living in the same household as such employees are prohibited from competing in any esports contests offered by any esports contest operator in which the operator offers a cash prize. Gizer gameplay consultants or promoters of the Services may play in the Contests without such limitation, but only if:

- (i) their arrangement with Gizer does not permit them to have any access to non-public Services data or any other data not made available to all Users on the Services that may impact Contest outcome; and
- (ii) they do not receive any other unfair advantages in their play in the Contests.

Professional or amateur esports athletes, sports agents, coaches, team owners, team employees, referees or league officials, and their immediate family members, are not eligible to participate in, and are strictly prohibited from entering, any Gizer contests in the sport in which they are associated. Players, coaches and other team management, team support personnel and team owners, and their Immediate Family Members may not participate in any Contests made available in the Services in the esports league with which they are associated. Other individuals associated with a respective esports league, including but not limited to, referees, league employees, esports commissioners and other individuals who through an ownership interest or game-related employment can influence the gameplay, and their Immediate Family Members are likewise ineligible. Any person prohibited by their terms of employment or by the rules of any other organization applicable to them may not participate in any esports Contests made available in the Services.

By accessing or using the Services, You represent and warrant that You have the right, authority and capacity to enter into this Agreement, to abide by all of these Terms, and that You are not prohibited from accessing and using the Services. Gizer makes no representations or warranties, implicit or explicit, as to Your legal right to participate in the Services nor shall any person affiliated, or claiming affiliation, with Gizer have authority to make any such representations or warranties. We do not intend for the Services or any offerings made available thereon to be used by persons present in Jurisdictions in which participation may be prohibited or restricted. You agree that the availability of the Services does not constitute an offer, solicitation or invitation by Us for the use of the Services in any Jurisdiction in which such activities are prohibited or restricted.

If You do not meet the eligibility requirements of this section, then You are not authorized to use the Services. Gizer reserves the right to verify Your age, identity, location and eligibility at any time. This includes requesting that You fill out an affidavit of eligibility. Any failure to cooperate with Gizer in this respect may result in the suspension and/or termination of Your Account. To the extent Gizer requests that You fill out such an affidavit, or similar request, and You fail to do so within seven (7) days, or Gizer otherwise determines that You do not meet the eligibility requirements of this section, in addition to any rights that Gizer may have in law or

equity, Gizer reserves the right to terminate Your Account and withhold or revoke the awarding of any prizes associated with such Account. In such a situation, Gizer will pay any withheld or revoked prizes to the other entrants in the relevant Contests in a manner consistent with an applicable Prize Table List of the Contest, to be precisely determined by Gizer in its sole discretion.

3.2. *Pay-to-Play esports Contests Not Available in All Jurisdictions*

The Contests made available in the Services may require no Entry Fee (“Free-to-Play esports Contests”) or may be Pay-to-Play esports Contests. You are subject to the laws of the Jurisdiction in which You access the Services and the Pay-to-Play esports Contests made available therein. Access to the Services and the Pay-to-Play esports Contests may not be legal for some or all residents of, or persons present in, certain Jurisdictions. Persons physically located in the following states identified: Delaware, Louisiana, Maryland, Montana, Nevada, and Tennessee (the “Prohibited Jurisdictions”) are ineligible to participate in Pay-to-Play esports Contests made available in the Services and may only participate in esports Contests that do not require an Entry Fee. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

If You participate in Pay-to-Play esports Contests made available in the Services while located in a Prohibited Jurisdiction, You will be in violation of the law of such Prohibited Jurisdiction and these Terms, and subject to having Your Account suspended or terminated. You hereby agree that We cannot be held liable if laws applicable to You restrict or prohibit Your participation in Pay-to-Play esports Contests. We make no representations or warranties, implicit or explicit, as to Your legal right to participate in any Services offered nor shall any person affiliated, or claiming affiliation, with Us have authority to make any such representations or warranties. We implement security measures to prevent persons physically located in Prohibited Jurisdictions from accessing Pay-to-Play esports Contests made available in the Services. We do not intend that the Services and the esports Contests offered thereon to be used by persons present in Jurisdictions in which the playing of such Contests may be prohibited or restricted and You agree that Gizer shall not be held liable for any prohibited or restricted use by You of the Services.

4. USER ACCOUNTS

4.1. *Registration Information*

To create an Account, go to the Site www.Gizer.io, or download the Gizer App, click on the ‘Sign Up’ button, and complete the registration process. To create an Account, You will be required to (a) submit Your email address and other details as requested including, but not limited to, Your country and state, and date of birth, and (b) select a unique display name for Users. Alternatively, You may also register with third part accounts (including, but not limited to Facebook).

The display name must not be offensive, be selected to deceive or misinform other Users, and may not offend common decency or infringe upon the rights of third parties. If Gizer receives information that a display name is illegal or in breach of these Terms, the display name can be amended by Gizer without prior notice.

For security reasons, passwords must differ from display names and may be changed whenever You deem necessary. A secure password must contain a combination of at least six (6) numbers, letters and special characters. For security reasons Users should consider changing their password periodically. Gizer will not ask You to reveal Your password, or initiate contact with You asking for answers to Your password security questions.

You agree to (a) provide true, accurate, current and complete information about Yourself (the "Registration Data") as prompted by the registration form and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete by sending an email to the Customer Support Team via support@Gizer.io, with the subject heading "Update Registration Data," requested change(s) to the existing Registration Data, and reason(s) for the requested change(s). Any information collected by Gizer will be held subject to Gizer's Privacy Policy, available at [\[Click here to view Privacy Policy\]\(https://gizer.io/privacy\)](https://gizer.io/privacy) and "just-in-time" notices, if any, provided at the point of information collection or use.

If You provide any information that is untrue, inaccurate, not current or incomplete, or Gizer has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Gizer reserves the right to suspend or terminate Your Account immediately and refuse any and all current or future use of the Services (or any portion thereof). Gizer shall not be held liable for untrue, inaccurate, not current or incomplete information provided by You, including, but not limited to, data input error. Gizer also reserves the right to request proof of age documentation from any User at any time.

Gizer reserves the right, in Our sole discretion, to refuse to register Your Account, or suspend and/or terminate Your Account at any time and/or refuse Your entry into any Contest, in respect of or in connection with Your use of the Services. Gizer shall not be obligated to provide You with reasons for such actions and shall not be liable to You in any way for any loss or damages that may result from such actions. Subject to the fulfillment of any outstanding commitments under these Terms, Gizer reserves the right to terminate Your use of the Services at any time.

4.2. Identity Verification

Upon registration to the Services, You agree that We may disclose Your Personal Information, including, but not limited to, Your full legal name, residential address, and date of birth, to a third party verification service to verify Your identity. This verification process may include checking Your Personal Information against third party databases.

If Your Account is not successfully verified by third party verification providers, You agree to provide Us, upon Our request, documentation that confirms Your identity. You agree that We may use Your Personal Information to conduct anti-fraud checks, and that Your Personal Information may be disclosed by Us to a credit agency or fraud prevention agency which may keep record of such information. You further agree that in addition to the aforementioned verification processes, We may confirm Your identity by using public information databases.

4.3. Secrecy Obligation

You agree to keep Your password secure and confidential. You are solely responsible for all usage or activity on Your Account including, but not limited to, use of the Account by any person who uses Your login information, with or without authorization, or who has access to any computer or device on which Your Account is accessible. In the event that You are concerned that Your password is no longer secure and confidential, You should immediately change Your password within the Services and notify Gizer by sending an email to the Customer Support Team via support@Gizer.io, with the subject heading "Password Security." Without limiting the foregoing, any transactions made and accepted within the Services where Your login information has been used will be treated as valid.

For security reasons, We may perform random security checks on Your Account to confirm Your eligibility. In the event of a security check, We may require additional documentation and You agree to fully cooperate with Us in respect of such requirements. We reserve the right to

suspend or terminate Your registration and/or Account and/or withhold payment to You if We do not receive the requested documentation.

4.4. One Account

Only one (1) Account is allowed per person. In the event that Gizer determines that You have registered more than one (1) Account, then You acknowledge and agree that, in addition to any other rights that Gizer may have, Gizer has the right to suspend or terminate Your Account(s), refuse any and all current or future use of the Services, void any Contest entries, and withhold or revoke the awarding of any prizes.

4.5. No Transfer

Your Account is not transferable. Under no circumstances shall You allow or permit any other person or third party, including, without limitation, any person under the legal age to participate in the Services, and in no event any person under the age of thirteen (13), to use or re-use Your Account in such a way that may breach the standards or laws in any Jurisdiction where You are located and/or are a resident, or where such other person is located and/or is a resident.

You accept full responsibility for all communications made from Your Account, including any communications made from Your Account as a result of someone else using Your Account, either with or without Your knowledge, and You shall be bound by such use as if it were Your own use, and You shall fully indemnify Gizer in respect of any failure by such third party to fulfill any commitments made by such use.

You accept full responsibility for any unauthorized use of the Services and for any use of Your credit card, banking details, or other payment instrument by any other person or third party in connection with Your Account. Any person found to have violated this section may be reported to the relevant authorities and will forfeit all funds in their Account. Gizer will not be liable for any loss that You may incur as a result of someone else using Your Account, either with or without Your knowledge. You will be liable for losses incurred due to someone else using Your Account.

4.6. Equipment Obligation

You must provide all equipment and software necessary to connect to the Site and/or Gizer App, including, but not limited to, a computer or Mobile Device (defined below) that is suitable to connect with and use the Site and/or Gizer App. You are responsible for any fees, including, but not limited to, Internet connection or data usage fees that You incur when accessing the Site and/or Gizer App. Gizer will not be responsible for any damage to any computer, computer equipment, Mobile Device, software, data or other property, or loss of data from Mobile Devices on which the data is installed, or for any call charges incurred while using the Gizer App.

4.7. Third Party Accounts, Software and Links

To participate in Contests, from Your User Account You may be required connect to Your registered account with third party game accounts (“Game Account”), such as those offered by SuperCell Oy. and Steam. If You do not have a Game Account, You may need to access a third party site to create a Game Account. Additionally, to participate in Contests, Your Game Account may be required to be set to public. You should familiarize Yourself with the terms and conditions of use and privacy policy associated with Your Game Account. Gizer is not affiliated with any Game Account, and is not responsible for the terms and conditions of use, privacy policy, or the collection, use, or disclosure of any information that it may collect.

When using the Services, it also may be necessary for Us to provide You with Our own software and/or that provided by third parties (“Software”), such as Supercell Oy. You may be required to enter into end user terms and conditions of use in respect of such Software in order to make use of such Software. The terms upon which You may download and use any such Software will be made available to You at the time of download and must be accepted by You prior to Your use of such Software. You should familiarize Yourself with the applicable end user terms and conditions of use. Gizer is not responsible for the end user terms and conditions of use, privacy policies, or the collection, use, or disclosure of any information such third parties may collect through their Software.

By using the Services You accept full responsibility for all Internet connection fees, together with all equipment servicing or repair costs necessary to allow You access to the Services.

5. ESPORTS CONTESTS

5.1. esports Contests

There are a number of Contests made available in which You may participate. We reserve the right to modify or cancel Contest(s) at any time without notice to You. We reserve the right, in Our sole discretion, to move entrants from the Contests they have entered to substantially similar Contests. All Contests offered in the Services are designed as contests of skill. Winning a Contest is determined by Your ability to use Your skill and knowledge of the game to beat Your opponent.

Rules may differ from Contest to Contest. Each of Our Contests are governed by specific Rules, as may be modified from time to time, which are presented upon entry into the Contest, and are incorporated into these Terms by this reference. You may review Contest information specific to the Contest by clicking on the ‘Contest Info’ button of the applicable Contest page. Various promotional offers may be offered to You from time to time and are subject to additional terms and conditions which are set forth under the Promotional Terms and Conditions and are incorporated into these Terms by this reference. You have the responsibility to review the Contest Rules and Promotional Terms and Conditions prior to participating in any Contest, and to review the Contest Rules and Promotional Terms and Conditions regularly for any changes. You agree to abide by the then-current rules for the Contest(s) in which You participate. Your failure to follow the then-current rules for the Contest(s) in which You participate will result in Your immediate and automatic forfeiture of the Contest(s), and We reserve the right to immediately suspend or terminate Your access to the Services.

5.2. Gizer Marketplace

Certain aspects of the Gizer platform require you to pay a fee, including but not limited to the purchase of physical and digital products through the marketplace and the purchase of Gizer specific in application currency (the “Gizer Marketplace”). You acknowledge and agree that all information you provide with regards to a purchase, including, without limitation, PayPal or other payment information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any billing information you provide when completing a transaction. We reserve the right, with or without prior notice, to (i) discontinue or limit the available quantity of any product/service in the Gizer Marketplace and (ii) honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar

promotions. When you purchase products through the Gizer Marketplace, you (a) agree to pay the price for such products/services set forth in the Gizer Marketplace, all shipping and handling charges and all applicable taxes in connection with your purchase (the "Full Purchase Amount") and (b) authorize Gizer to charge your account for the Full Purchase Amount. Unless otherwise noted, all currency references are in the in-app currency, Boost ("Boost"), whose equivalence in U.S. dollars can be found in a user's "Settings". All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. All purchases made through the Services, including, but not limited to, purchases of Boost, are final and nonrefundable. No refunds of any kind whatsoever shall be granted.

The Gizer Marketplace offers individuals, freelancers, and businesses the opportunity to sell services or products directly to other users. As a listed business or service in the Gizer Marketplace, you agree to an affiliate revenue program with Gizer in which Gizer will retain a percentage of the price paid for said service or product.

5.3. *Entry Fees and Payment*

Gizer may offer esports Contests that will require an Entry Fee, which will be listed in U.S. Dollars ("USD") or in Boost. The Entry Fee may vary from Contest to Contest. It is Your responsibility to know and understand the Rules and required Entry Fees for any given Contest. Upon entering a Contest, the Entry Fee will be deducted from the funds in Your Account. You may review charges relating to Your Account by viewing the Statements within Your Account.

In the event of a dispute regarding the identity of the person submitting an entry into a Contest, the entry will be deemed submitted by the person in whose display name the entry was submitted, or if possession of the display name itself is contested, the name of the Authorized Account Holder. "Authorized Account Holder" is defined as the natural person who is the age of majority in his or her Jurisdiction of residence and who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address for registration with the Services.

By inputting a payment method to deposit USD, purchase Boost, and participate in Gizer Contests, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account used to make any deposit(s). It shall be a violation of these Terms for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

You accept full responsibility of any Contests entered into by Your Account and acknowledge that You have not relied on any statement, representation or advice from Us in deciding whether to enter into a Contest. You also acknowledge that by using the Services and entering into Contests with Entry Fees, You may lose such Entry Fees and this will preclude You from issuing a chargeback on any non-fraudulent transaction. Any participation in which Entry Fees will be paid is at Your sole discretion and risk.

By entering into a Contest, You warrant that You do not know the outcome of the subject matter of the Contest. We reserve the right, in Our sole discretion, to deny any User the ability to participate in any Contests for any reason whatsoever. Further, We reserve the right to declare as void a Contest or Your entry into a Contest and its associated Entry Fees if, in Our sole discretion, We suspect (i) a User or persons associated with a User unfairly influence the outcome of a Contest; (ii) a User is in breach of these Terms, including, without limitation the respective Contest Rules; or (iii) the result of a Contest may be or has been directly or indirectly affected by abusive or criminal activity.

We reserve the right to cancel or void any Contests, in Our sole discretion which shall be final and binding, if in Our reasonable opinion, there is a manifest error in the subject Contests or a technological failure occurred within the subject Contests.

5.4. Results and Winners

Winners are based on the results of the Contest. The results and winners of each Contest offered on the Services will be determined by Us at Our sole discretion and such determinations are final. By registering an Account and/or participating in any Contest, You agree to be bound by these determinations and agree to cooperate with Our efforts to reverse prize payouts.

5.5. Contest Prizes

The Users in each Completed Contest who win the Contest (e.g., accumulate the most points, kills, etc.) and comply with eligibility requirements and applicable Contest Rules will win the corresponding prizes for that Contest. In the event that two or more Users tie in a Contest, the prize will be divided evenly among those Users. Gizer offers a number of different types of Contests. For each Contest, We announce the Entry Fee and corresponding prize in advance on the Contest page.

No substitution or transfer of prize is permitted except at Our sole discretion. All prizes are awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Us. If any legal authority challenges the award and/or Your receipt of a prize for winning a Contest on the Services, We reserve the right to revoke, cancel, suspend, substitute, or modify the award of such prize.

Except in circumstances where technical failure, Our inability to verify Your compliance with these Terms, or other reasons prevent timely payout, all USD payouts will be deposited directly into Your Account within seventy-two (72) hours. Any amounts that are mistakenly credited as a payout to Your Account remain Our property and will automatically be transferred from Your Account upon confirmation of the error. Any payouts mistakenly credited to Your Account that have been withdrawn by You before confirmation of the error will constitute a debt owed by You to Us in the amount of such wrongfully attributed payout.

It is the policy of Gizer, in compliance with United States Internal Revenue Service regulations, to send an IRS Form 1099 or other appropriate form to any resident of the United States of America who wins in excess of six hundred dollars (\$600 USD) in any given year. Depending on the Jurisdiction in which You reside, Gizer may also send You additional, similar tax forms. However, You remain solely responsible for paying all federal and other taxes in accordance with the laws that apply in Your state and/or country of residence. All taxes associated with the receipt of any prize are the sole responsibility of the winner.

5.6. Affidavit of Eligibility

If You are eligible for a prize, You may be required to execute and return an affidavit of eligibility, a copy of Your driver's license, Proof of Residence, information regarding payment or deposit accounts to assist with withdrawals, a liability release and, where lawful, a publicity release within seven (7) days of issuance. If such documents are not returned within the specified time period, or if You are not in compliance with these Terms, the prize will be forfeited and may be awarded to another potential winner at Our discretion.

5.7. Collusion, Cheating and Fraud

If You suspect that any User or third party may be cheating by undertaking one of the following reportable actions listed below, You must report such activity to Our Customer Support Team by sending an email to support@Gizer.io, with the subject heading "Cheating" as soon as reasonably practicable. Reportable actions include, without limitation,

- (i) colluding with other third parties;
- (ii) using unfair external factors or influences;
- (iii) entering into Contests through unauthorized methods;
- (iv) undertaking fraudulent activities to their advantage and the disadvantage of other Users;
- (v) accessing any pre-release, confidential information or other information that is not available to all other entrants of a Contest and that provides the entrant an advantage in such a Contest, including any information from any esports skill-based competition site or information from a skill-based competition governing body (e.g., pre-release patch, bug, update, or injury information) ("Pre-Release Data"); or
- (vi) using multiple Accounts.

Such activities are prohibited and We will take all reasonable steps to investigate any such complaints and, where possible, prevent such activities. We shall not be held liable for any form of loss sustained by You as a result of any of the prohibited activities or any other unlawful activity of persons using the Services.

We reserve the right to terminate Your Account, withhold the balance of Your Account, and recover from Your Account the amount of any affected payouts if:

- 5.7.1. You are found or suspected to have participated in any form of collusion or fraudulent practice;
- 5.7.2. We become aware that You have invalidly requested a chargeback;
- 5.7.3. You become bankrupt or have equivalent proceedings occurring anywhere in the world;
- 5.7.4. You have more than one (1) Account at any one time;
- 5.7.5. You falsify Personal Information (as defined in the Gizer Privacy Policy) to enter a Contest or claim a prize;
- 5.7.6. You are not eligible to participate in any Contest as set forth in the Eligibility Section of these Terms;
- 5.7.7. You use a single Account to participate in a Contest on behalf of multiple entrants or otherwise collaborating with others to participate in any Contest;
- 5.7.8. You are found to have abused any type of bonus, refer-a-friend program, or any other offers or promotions;
- 5.7.9. You committed any type of abuse or violation that has been deemed unacceptable by any governing authority related to the Contest (including but not limited to tournament organizers, player and team organizations, software developers and software distributors);
- 5.7.10. You tampered with the administration of a Contest or attempted to tamper with the computer programs or any security measure associated with a Contest;
- 5.7.11. You have abused the Services in any way; or

5.7.12. At Gizer's sole discretion.

We reserve the right to recover from Your Account the amount of any affected payouts and/or recover those sums from You if they have been withdrawn, in the event that You have participated in any form of collusion or fraudulent practice, regardless of Your knowledge or innocence. Gizer shall not be held liable for any consequences that arise from Your use or misuse of the Services.

5.8. *Suspicious Activity*

If We become aware or suspect that a transaction is suspicious and involves or may involve financial crime or similar activity then We reserve the right to retain the amount of that transaction and any other transaction made by You. In addition, We reserve the right to retain any funds related to that activity and the balance on the Accounts in question, in order to disburse them to the relevant authorities. We shall be under no obligation to provide You with any reasons for these actions. If the activity and transactions are cleared of any suspicions all retained funds will be made available to You.

Where We suspect that You are participating in any form of collusion, fraudulent practices or money laundering activities, We reserve the right to report such activity to the relevant authorities and regulators, online service providers, banks, credit card companies, electronic payment providers or other financial institutions including details of Your identity and You agree to cooperate fully with Us to investigate any such activity.

6. ACCOUNT DEPOSITS AND WITHDRAWALS

6.1. *Deposits*

To participate in certain Contests, You will be required to deposit USD or Boost into Your Account by any of the methods permitted, and You may only participate in pay-to-play Contests if You have sufficient funds to cover the full Entry Fee. Such funds will be deposited into Your Account upon actual receipt of the funds by Us and/or Our agents. Deposits made into Your Account will appear on Your statement as being affiliated with 'GIZER.' All payments are final and no refunds will be issued. At any time, if requested, You agree to assist Us in verifying Your Account.

Minimum and maximum limits may be applied to Your deposits into Your Account as well as withdrawals, depending upon Your history with the Services, Your profile, capability to pay, the method of deposit, and other factors as determined solely by Us, and the Customer Support Team may request additional identification documents from Users as part of this process. We are not a bank and funds are not insured by any governmental agency. In consideration for Your use of the Services, You irrevocably transfer and assign to Us any ownership right that You may have in any interest that may accrue on funds maintained in Your Account. This assignment applies only to interest earned on Your funds, and does not grant Us any ownership right to the principal of the funds You maintain in Your Account with Us, subject to these Terms. All payments into Your Account must be from a payment source on which You are the named account holder.

Depending on Your selected method of payment, fees may be payable by You as a result of depositing funds into Your Account and will be treated as an independent charge by the relevant payment or network provider, for which You accept full responsibility. Please note that we do not store Your Credit or Debit Card number. It is passed straight through to Our PCI-DSS Compliant Payment Service Provider, where it is securely stored.

Gizer reserves the right to raise queries to You regarding the source of any USD or Boost deposited into Your Account, as is required by anti-money laundering regulations, and You agree to cooperate with Us regarding such inquiries. We may suspend or terminate Your Account if Your provided answers, or lack thereof, are unsatisfactory at Our sole discretion.

You may only make deposits into Your Account for the purpose of using the Services and We reserve the right to suspend or terminate Your Account in the event that We, in Our sole discretion, suspect that You are using Your Account for other purposes.

Gizer maintains segregated User bank accounts which at all times have sufficient funds to cover all monies owed by Gizer to its Users. Gizer will maintain funds in User Accounts as required by law.

6.2. Bonuses and Promotions

From time to time, Gizer may offer bonuses to newly depositing or purchasing Users and for other marketing purposes. Any bonuses and/or promotions are subject to their respective terms and requirements. Additionally, any bonus a new User receives is for entry into Contests and can only be withdrawn if the bonus has been previously entered into at least one (1) Contest. Unless otherwise stated, any unconverted pending bonus remaining in a User's Account forty-five (45) days after it has been initially credited can be removed by Gizer. Additionally, if a User immediately withdraws USD or Boost after a deposit, which delivers a deposit bonus then the bonus will be retracted. In the event of abuse of the bonus system by any User, Gizer reserves the right to retract the User's bonuses as they deem appropriate.

6.3. Withdrawals

Boost sales and purchases are nonrefundable. You may request a withdrawal of USD funds only from the available account balance in Your Account at any time subject to these Terms and upon verification of Your identity and eligibility. To be eligible to withdraw any funds related to a promotional offer, You must have complied with the Promotional Terms and Conditions associated with such offer. Upon receipt/use of promotional funds You are bound by the promotion's Promotional Terms and Conditions.

Additionally, Account holders with pending deposits must wait until those funds clear before requesting a withdrawal. You must be a named account holder on any bank account associated with Your Account. The processing of requested funds back to Your registered account may take up to five (5) business days or ten (10) business days of submission of any tax reporting paperwork required by law; provided, however, Gizer reserves the right to freeze Your Account and/or delay a request for withdrawal of funds pending completion of any investigation of reported or suspected abuse by a User requesting withdrawal of funds or other conduct that would put Gizer, Inc. in violation of applicable state law. Withdrawals of funds will display on Your bank statement as 'GIZER.' If You do not receive Your withdrawal within the abovementioned time, please send an email to support@Gizer.io, with the subject heading "Fund Withdrawal." For the purposes of this provision, a request for withdrawal will be considered honored if it is processed by Gizer but delayed by a payment processor, credit card issuer, or by the custodian of a financial account.

Depending on Your selected method of withdrawal, fees may be payable by You as a result of withdrawing funds from Your Account and will be treated as an independent charge by the relevant payment provider, for which You accept full responsibility. These fees, if applicable, will be made clear to You when withdrawing funds from Your Account. Unless electronic payments are utilized, checks for withdrawal requests are processed within fourteen (14) business days, and are delivered via U.S. Mail.

We reserve the right to require You to submit verification of identification to ascertain the validity of a withdrawal request and Your identity. Withdrawal payments will not be made until such verification is received; if We have not received verification within ten (10) days, the withdrawal request will be cancelled and the Account in question may be suspended.

If Your Account is closed by Us for a violation of the Terms, We reserve the right to determine whether to declare as void any transaction(s) placed by You and Your deposits and winnings may be voided and not returned to You. In such an event, We use these funds to defray the costs of administration and enforcement of the Terms.

7. THIRD-PARTY PAYMENT PROCESSORS

Gizer uses third-party electronic payment processors and financial institutions (“Payment Processors”) to process payments. The information that We provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the Gizer Privacy Policy. Users irrevocably authorize Us, as necessary, to instruct such Payment Processors to handle payments and Users irrevocably agree that Gizer may give such instructions on a User’s behalf in accordance with User requests as submitted through the Services. Users agree to be bound by the terms and conditions of each applicable Payment Processor, and in the event of a conflict between these Terms and the Payment Processors’ terms and conditions, then these Terms shall prevail. Users agree that Gizer is not liable for any loss caused by any unauthorized use of credit cards or other methods of payment by a third party in connection with a User’s use of the Services, except as a result of the gross negligence of Gizer.

8. LIMITED LICENSE TO USE THE GIZER APP

8.1. License Grant

Subject to the terms and conditions of this Agreement, Gizer grants Users a limited, non-exclusive and nontransferable license to:

(i) download, install and use the Gizer App solely in connection with the Services on a mobile phone, tablet or other device owned or otherwise controlled by Users (“Mobile Device”) strictly in accordance with this Agreement; and

(ii) access and use the Services made available in or otherwise accessible through the Gizer App strictly in accordance with this Agreement.

8.2. License Restrictions

Users acknowledge and agree that Users shall not:

- 8.2.1. Copy the Gizer App, except as expressly permitted by this license;
- 8.2.2. Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Gizer App;
- 8.2.3. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Gizer App or any part thereof;
- 8.2.4. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Gizer App, including any copy thereof;
- 8.2.5. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Gizer App or any features or functionality of

the Gizer App, to any third party for any reason, including by making the Gizer App available on a network where it is capable of being accessed by more than one (1) Mobile Device at any time;

- 8.2.6. Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Gizer App; or
- 8.2.7. Use the Gizer App in a manner prohibited by applicable laws or regulations, including, without limitation, in connection with any form of unlawful gambling.

8.3. Reservation of Rights

Users further acknowledge and agree that the Gizer App is provided under license, and not sold, to Users. Users do not acquire any ownership interest in the Gizer App under this Agreement, or any other rights thereto other than to use the Gizer App in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Gizer and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Gizer App, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to Users in this Agreement.

8.4. Export Regulation

The Gizer App may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Users shall not, directly or indirectly, export, re-export or release the Gizer App to, or make the Gizer App accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Users shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Gizer App available outside of the United States.

8.5. Supercell Oy. Disclaimers

Users acknowledge and agree that this Agreement is solely between Users and Gizer only, and not with Supercell Oy. ("Supercell"). Users further acknowledge and agree that:

- 8.5.1. Supercell and its subsidiaries are third party beneficiaries under this Agreement and that, upon Your acceptance of this Agreement, Supercell will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of this Agreement against Users as a third party beneficiary thereof.
- 8.5.2. Supercell has no responsibility for the Gizer App/Platform or any included content.
- 8.5.3. In the event of any failure of the Gizer App/Platform to conform to any applicable warranty, to the maximum extent permitted by applicable law, Supercell will have no warranty obligation whatsoever with respect to the Gizer App/Platform, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- 8.5.4. Supercell is not responsible for addressing any of Your claims or those of any third party relating to the Gizer App/Platform or Your possession and/or use of the Gizer App/Platform, including, without limitation: (i) maintenance

and support; (ii) product liability claims; (iii) any claim that the Gizer App/Platform failed to conform to any applicable legal or regulatory requirement; and (iv) claims arising under consumer protection or similar legislation.

- 8.5.5. In the event of any third party claim that the Gizer App/Platform or Your possession and use of the Gizer App/Platform infringes that third party's intellectual property rights, Supercell will not have any responsibility for the investigation, defense, settlement and discharge of such claim.
- 8.5.6. Your use of Gizer App/Platform must comply with Supercell's then-current Terms of Service.

9. OTHER INTELLECTUAL PROPERTY RIGHTS

9.1. *Copyright Information and Personal & Non-Commercial Use Limitation*

Content within the Services, including, without limitation, any technology, software products, accounts, names, logos, graphics, music, and virtual goods are owned and/or licensed by Gizer and are protected by international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. Gizer does not claim ownership of intellectual property owned by third parties.

Except as expressly permitted by this Agreement, Users must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any material available through the Services. In addition, Users must not:

- 9.1.1. Modify copies of any materials available through the Services;
- 9.1.2. Reprint or electronically reproduce any content available through the Services, in whole or in part;
- 9.1.3. Provide copyrighted or other proprietary content to Gizer or make such content available through the Services without permission from the owner of such material or rights;
- 9.1.4. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials available through the Services; or
- 9.1.5. Access or use for any commercial purposes any part of or materials available through the Services.

Printing, copying, modifying, downloading, or otherwise using or providing any other person with access to any part of the Services in breach of this Agreement may result in the termination of a User's Account, prohibition from using the Services, and/or legal action. Content owners may take criminal or civil action against Users for unauthorized use of intellectual property. Users agree to indemnify and hold Gizer harmless from any unauthorized or illegal conduct by Users or through the use of a User's Account, via the Services.

9.2. *Notice and Procedure for Making Claims under the Digital Millennium Copyright Act*

The Digital Millennium Copyright Act ("DMCA") provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If an individual believes that their copyrighted work has been

copied without their authorization and is available within the Services in a way that may constitute copyright infringement, he/she may provide notice of their claim to Gizer's designated agent listed below. For notice to be effective, it must include the following information:

- 9.2.1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 9.2.2. A description of the copyrighted work that You claim has been infringed;
- 9.2.3. A description of where the allegedly infringing material is located within the Services;
- 9.2.4. Information reasonably sufficient to permit Gizer to contact the complaining party, such as address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- 9.2.5. A statement that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 9.2.6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Gizer's Designated Agent is:

Name: Jack Lamir

Address: 38 Carmine Street, STE 4W, New York, New York, 10014

Email: DMCA@Gizer.io

Gizer's designated agent should be contacted only if an individual believes that their work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring within the Services. All other inquiries to the designated agent will not be answered.

9.3. Trademarks

Gizer owns or is in the process of registering trademarks for its many goods and services, including, without limitation, "Gizer" and the associated graphics, logos and service marks and may not be used without prior written consent of Gizer. All other trademarks, product names, and company names and logos appearing within the Services are the property of their respective owners.

9.4. Rights of Publicity

By participating in a Contest via the Services, You agree to the use by Gizer of Your display name, avatar, photograph(s), likeness, statements, biographical information, voice and city and state address for advertising and promotional purposes for that Contest and/or other Gizer Contests, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without compensation, review or approval rights, notification or permission, except where prohibited by law. You agree that from the date of notification by Gizer of Your status as a potential winner and continuing until such time when Gizer informs You that You no longer need to do so that You will make Yourself available to Gizer for publicity, advertising, and promotional activities.

We reserve the right to make public statements about the entrants and winner(s), on-air, on the Internet, or otherwise, prior to, during, or following a Contest. You agree that We may announce any winner's name on-air or on the Services at any time in connection with the marketing and promotion of Gizer.

9.5. Ideas and Inventions

All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to Gizer in connection with Your use of the Services shall be the exclusive property of Gizer. You agree that unless otherwise prohibited by law Gizer may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to You.

10. INTERACTIVE SERVICES AND USER CONTENT

10.1. Interactive Services

The Services may contain message boards, chat rooms, profiles, forums, bulletin boards, and other interactive features that allow Users to post, submit, publish, display, or transmit to others content, such as audio, video, text, or other materials (collectively, "User Content"). Users understand and acknowledge that by using the Services, Users may be exposed to User Content that Users may consider to be objectionable and/or inaccurate and that their use of the Services constitutes their acceptance of such risk.

All User Content must comply with the Content Standards set out in [Section 10.3](#) of this Agreement. Any User Content Users post on or through the Services will be considered non-confidential and non-proprietary. By posting any User Content on or through the Services, Users grant Gizer and its respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, sell, exploit, and otherwise disclose to third parties any such material for any purpose, without restriction, and without compensation to Users. Users represent and warrant that:

- (i) Users own or control all rights in and to their User Content;
- (ii) Users have the right to grant the license granted above to Gizer and its respective licensees, successors and assigns; and
- (iii) all of their User Content does and will comply with this Agreement.

Users understand and acknowledge that Users are responsible for any User Content they submit or contribute, and Users, not Gizer, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. If You delete User Content from the Services, Our general license to that User Content will end after a reasonable period of time required for the deletion to take full effect. However, the User Content may still exist in Our backup copies, which are not publicly available. If Your User Content is shared with third parties, those third parties may have retained copies of Your User Content. In addition, if We made use of Your User Content before You deleted it, We will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after You delete the User Content. Terminating Your Account on the Services will not automatically delete Your User Content. User Content becomes public information, can be collected and used by others, and may result in the receipt of unsolicited messages from third parties. Gizer discourages Users from posting any personal information that can be used to identify or locate Users, such as User addresses, email addresses, or phone numbers.

IF A USER CHOOSES TO POST ANY PERSONALLY IDENTIFIABLE INFORMATION ON OR THROUGH THE SERVICES, SUCH USER DOES SO AT HIS/HER OWN RISK. TO THE MAXIMUM EXTENT

PERMITTED BY LAW, GIZER IS NOT RESPONSIBLE OR LIABLE TO ANY PERSON OR THIRD PARTY FOR THE CONTENT OR ACCURACY OF ANY CONTRIBUTIONS POSTED BY ANY USER OF THE SERVICES.

10.2. Monitoring and Enforcement; Termination

Gizer does not undertake a review of material before it is posted on or through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Gizer assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. Gizer has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. Gizer does reserve the right, however, at its sole discretion, to take any of the following actions:

- 10.2.1. Remove or refuse to post any User Content for any or no reason;
- 10.2.2. Take any action with respect to any User Content that Gizer deems necessary or appropriate, including, without limitation, if Gizer believes that any User Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of other Users or the public or could create liability for Gizer;
- 10.2.3. Disclose User identity or other information about Users to any third party who claims that material posted by Users violates their rights, including their intellectual property rights or their right to privacy;
- 10.2.4. Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and
- 10.2.5. Terminate or suspend access to Your User Account or all or part of the Services for any or no reason, including, without limitation, any violation of this Agreement.

Without limiting the foregoing, Gizer reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Services. USERS WAIVE AND HOLD HARMLESS GIZER AND GIZER PROVIDERS (DEFINED BELOW) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

10.3. Content Standards

User Content must comply with all applicable federal, state, and local laws and regulations. Without limiting the foregoing, User Content must not:

- 10.3.1. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- 10.3.2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 10.3.3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

- 10.3.4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement;
- 10.3.5. Be intended or likely to deceive any person;
- 10.3.6. Advocate, promote, or assist any illegal activity;
- 10.3.7. Be likely to upset, embarrass, alarm, or annoy any other person;
- 10.3.8. Impersonate any person, or misrepresent the User's identity or affiliation with any person or organization;
- 10.3.9. Involve commercial activities, sales, or advertising;
- 10.3.10. Contain any links without prior written permission from Gizer; or
- 10.3.11. Give the impression that it is endorsed by Gizer or any other person or entity, if this is not the case.

11. CONDUCT

Users agree not to use the Services for any unlawful purpose or for any purpose that is prohibited by this Agreement. Users further agree not to:

- 11.1. Engage in any illegal activity, or the planning of any illegal activity;
- 11.2. Threaten, harass, abuse, or otherwise intimidate any User(s);
- 11.3. Post or transmit, or cause to be posted or transmitted, any content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates the law or the rights of Gizer, its Users, or any third party;
- 11.4. Use the Services for any purpose other than that which is authorized in this Agreement or in a manner that violates any laws including intellectual property laws;
- 11.5. Seek to or in any way assist others in obtaining Account, password, or personal information from any User(s);
- 11.6. Create a false identity, impersonate another person, or otherwise attempt to mislead any person as to the identity or origin of any communication;
- 11.7. Send or cause to be generated any unwanted email to any User(s);
- 11.8. Send or cause to be generated any unwanted messages in the Services;
- 11.9. Inflict or cause to be inflicted in any manner whatsoever software viruses or any other code designed to interrupt, destroy, limit, or otherwise affect the functionality of any software or hardware or telecommunications equipment associated directly or indirectly with the Services;
- 11.10. Employ any automated means, including, without limitation, bots, scrapers, or spiders to access or participate in the Services for any purpose;
- 11.11. Using any unauthorized programs that interact with the software in any way for any purpose, including, but not limited to intercepting, emulating, or redirecting any communication, or collecting information or reading memory used by Gizer;
- 11.12. Improperly using support or complaint features of the Services or making false reports to Gizer;

- 11.13. Using any artificial means to alter a User's position in the Contests;
- 11.14. Selling or transferring an Account or any attributes related thereto;
- 11.15. Involve commercial activities, sales, or advertising;
- 11.16. Engaging in any activity to gain an unfair advantage over Gizer or other Users, or otherwise acting in an unfair manner by exploiting a fault in Gizer software, by collusion or by any other unfair or illegal methods; or
- 11.17. Engaging in any other activity deemed by Gizer to be in conflict with the spirit or intent of this Agreement.

Any use of the Services in violation of the foregoing constitutes a breach of this Agreement and may result in, among other things, Account termination, withholding of the balance of Your Account, recovery of any affected payouts from Your Account, prohibition from using the Services, and/or legal action. Users understand that any attempt to deliberately damage the Services or undermine any Contest may also be a violation of criminal and/or civil laws and Gizer reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. If Users wish to report any abuses, inappropriate online conduct, or a violation of this Agreement, please forward all evidence of the same to support@Gizer.io, with the subject heading "Violations." Please report responsibly.

12. LIMITATIONS ON WARRANTY AND LIABILITY

12.1. Disclaimer of Warranties

Users expressly acknowledge and agree that use of the Services is at their sole risk. Users further acknowledge and agree that the Services are provided on an "AS IS" and "as available" basis. Neither Gizer nor any of its parents, subsidiaries, affiliates, licensees, licensors, contractors, agents, content providers, vendors, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Gizer as well their respective officers, directors, members, managers, representatives, agents, employees, investors or the like (collectively "Gizer Providers"), warrant that offerings affiliated with Gizer, including, but not limited to, the Site, the Gizer App, and the Services offered thereon, will be uninterrupted, error-free, or free of viruses, worms, Trojan horses, keyboard loggers, spyware, adware, malware, harmful or malicious code, or other defects.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GIZER AND THE GIZER PROVIDERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED AND STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. GIZER AND THE GIZER PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, SECURITY OF THE SERVICES, AVAILABILITY OF ANY GOODS, SERVICES OR OFFERINGS OFFERED ON OR THROUGH THE SERVICES, OR THE INFORMATION, CONTENT, SERVICES, MATERIALS OR PRODUCTS, INCLUDED ON OR THROUGH THE SERVICES.

NEITHER GIZER NOR ANY GIZER PROVIDER MAKES A WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, OR SERVICES, PROVIDED ON OR THROUGH THE SERVICES. THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON OR THROUGH THE SERVICES MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. NEITHER GIZER NOR ANY GIZER PROVIDER SHALL BE RESPONSIBLE FOR ANY OPINIONS, VIEWS, ADVICE, STATEMENTS, OR USER CONTRIBUTIONS POSTED ON OR THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, IN ANY INTERACTIVE AREAS OF THE SERVICES) BY ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED GIZER REPRESENTATIVE.

12.2. *Limitations on Liability*

NEITHER GIZER NOR THE GIZER PROVIDERS GUARANTEE THE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICES OR ANY ASPECT THEREOF. THE OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF GIZER AND THE GIZER PROVIDERS. YOU UNDERSTAND AND AGREE THAT NEITHER GIZER NOR THE GIZER PROVIDERS SHALL BE LIABLE TO USERS FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, LOSS OF DIRECT OR INDIRECT PROFITS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF CONTRACTS, ANY LOSS OF MONEY, ANY LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER INTANGIBLE LOSSES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF GIZER OR THE GIZER PROVIDERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER TRANSMISSIONS OR DATA; (III) OPINIONS, VIEWS, ADVICE, STATEMENTS, OR USER CONTRIBUTIONS POSTED ON OR THROUGH THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT NEITHER GIZER NOR THE GIZER PROVIDERS SHALL BE LIABLE TO USERS FOR ANY LOSS OR DAMAGES DUE TO VIRUSES THAT MAY INFECT USERS' COMPUTER EQUIPMENT, MOBILE HANDSET, TABLET, SOFTWARE, DATA OR OTHER PROPERTY RESULTING FROM USERS' USE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND REGARDLESS OF THE FORM OF THE ACTION, GIZER'S LIABILITY TO USERS FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY SUCH USER TO GIZER FOR USE OF THE SERVICES DURING THE TERM OF THEIR REGISTRATION, NOT INCLUDING ANY ENTRY FEES FOR ESPORTS CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

IN THE EVENT THAT A USER RESIDES IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY TO SUCH USER.

13. GIZER SERVICES, MAINTENANCE AND RIGHT TO TERMINATE

Gizer conducts maintenance work on its systems from time to time primarily for the purpose of ensuring security and integrity. A portion, or sometimes all, of the features of the Services will not be available during maintenance periods. If possible, Users will be notified of maintenance periods in advance, however, Users hereby agree that Gizer may update the Services with or without notifying Users. Gizer also reserves the right to modify or discontinue operation of any aspect of the Services at any time, including, without limitation, the availability of the Services, or any features or content thereon, including without limitation the offering of the Contests. Gizer may also impose limits on certain features and offerings or restrict access to parts or all of the Services with or without notice to Users and without liability to Users or any third party.

You may close Your Account and terminate Your right to use the Services at any time by sending an email to the Customer Support Team via support@Gizer.io, with the subject heading "Account Closure." Upon receipt of Your email, the Customer Support Team will respond within a reasonable time to confirm the closure of Your Account, however, You accept full responsibility for all activity on Your Account until such confirmation has been given to You by Us. We will use Our reasonable efforts to close Your Account within seven (7) business days.

Any remaining USD funds in Your Account (excluding any rewards, incentives or promotional funds) at the time of Account closure will be deposited into the bank account registered with Your Account upon confirmation of the verification of Your identity and account details by the Customer Support Team via

email. Any Boost balances at the time of Account closure shall be forfeited, as Boost purchases are nonrefundable. In the event You win in a Contest after confirmation of Your Account closure, You will be notified by email and any USD funds won by You will be deposited into the bank account registered with Your Account or other nominated account upon confirmation of the verification of Your identity and account details by the Customer Support Team via email, you will not be notified of any Boost won after an Account closure.

If You close Your Account, Gizer reserves the right to collect fees, surcharges, or costs incurred before closing the Account. Gizer may suspend or terminate Accounts, confiscate any Account balances in accordance with applicable law, refuse any and all current or future use of the Services (and access to all related entitlements), and/or terminate Users' limited license to the Gizer App at any time, without notice, and for any reason, including, without limitation, for violation of this Agreement, illegal or improper use of an Account, or illegal or improper use of the Services. In the event that a User's Account is terminated or cancelled, the User will have no further access to their Account or anything associated with it. If a User's Account is terminated by Gizer, We reserve the right to determine whether to declare as void any transaction(s) placed by such User. Gizer also reserves the right to refuse to maintain an Account for, and provide the Services to, any individual.

All problems encountered during the use of the Services, including those with regard to User Accounts, etc., can be reported to Gizer when the problem is encountered by sending an email to the Customer Support Team via support@Gizer.io, with the subject heading "Assistance Request." If Your Account is subject to a suspension or termination, You must respect the restrictions and limitations imposed on Your Account as part of the suspension or termination, and You should communicate with the Customer Support Team regarding restoration of Your Account by sending an email to support@Gizer.io, with the subject heading "Suspended Account."

14. THIRD PARTY ADVERTISING

Users understand that the Services may feature advertisements from Gizer as well as Our third party sponsors. Gizer's disclosure of information for third party advertising is addressed in the Privacy Policy, available at [\[Click here to view Privacy Policy\]\(https://gizer.io/privacy\)](https://gizer.io/privacy). Additionally, any charges or obligations incurred in dealings with these third parties are the User's sole responsibility. Gizer makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from the Services, and will not be liable for any claim relating to any third party content, goods and/or services. Gizer is not responsible for their content, business practices, or privacy policies, or for the collection, use, or disclosure of any information those sites and services may collect. Further, the inclusion of any link does not imply endorsement by Gizer of such sites or services.

15. CALIFORNIA CONSUMER NOTICE

As required by California Code Section 1789.3, this notice is to advise Users that (i) the Services are provided by Gizer Inc., at 38 Carmine Street, STE 4W, New York, New York, 10014, and that (ii) a fee may be charged for certain offerings, including, without limitation, in connection with Services. Gizer reserves the right to change the amount of any fee or charge and to institute new fees or charges, effective on reasonable notice to Users. If Users have a complaint regarding the Services or desire further information on use of the Services, please contact the Customer Support Team via support@Gizer.io. Users may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

16. PRIVACY AND DATA COLLECTION

Gizer's Privacy Policy, available at [\[Click here to view Privacy Policy\]\(https://gizer.io/privacy\)](https://gizer.io/privacy), is an integral part of this Agreement and is expressly incorporated by reference. Questions regarding privacy issues should be directed to support@Gizer.io, with the subject heading "Privacy Policy."

17. GENERAL QUERIES

17.1. Help Center

For general queries related to Gizer, visit our help center [\[Click here to view help center \(https://gizersupport.zendesk.com/hc/en-us\)\]](https://gizersupport.zendesk.com/hc/en-us), which lists a range of answers to common questions.

17.2. Contact Us

If the help center does not provide an answer to Your query, the Customer Support Team would love to hear from You. Please reach out by sending us an email at support@Gizer.io or filling out the 'Contact Us' form on the Q&A page with the following information:

- Your Name;
- Your Email; and
- The query or issue we can assist You with.

The Customer Support Team will endeavor to:

- Provide an initial response to Your query or complaint within two (2) business days, and
- Investigate and attempt to resolve Your query within ten (10) business days or such longer period as is necessary and notified to You by our team member.

17.3. Support within the Services

If You have the Gizer Site / Gizer Application open, You can access both the help center and Contact Us functions, allowing You to get answers to Your queries immediately within the Services.

18. COMPLAINTS AND DISPUTE RESOLUTION PROCESS

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Users agree to work with Gizer in good faith to resolve any dispute, controversy, disagreement or claim ("Dispute") arising out of or relating to this Agreement or their use of the Services before escalating to binding arbitration or litigation, as addressed below. The following steps are available to Users:

18.1. Initial Dispute Resolution

Users must give Gizer an opportunity to resolve the Dispute by sending an email to support@Gizer.io, with the subject line "Dispute" or mailing Gizer Inc., Attn: Customer Support Team, 38 Carmine Street, STE 4W, New York, New York, 10014. The written notification of Dispute must include: (i) the User's name and email address; (ii) a written description of the Dispute; and (iii) a description of the specific relief the User seeks. The parties agree to use their best efforts to resolve Disputes using this Initial Dispute Resolution process.

18.2. Escalate to Management

Should You be in any way dissatisfied with the resolution provided by the Customer Support Team regarding Your query, dispute or complaint, You can request that the matter be escalated

to a member of our Management Team. Once received our Management Team will personally review and respond to Your query, dispute or complaint. Please allow up to three (3) business days for a response.

18.3. Binding Arbitration

Should a User be in any way dissatisfied with the resolution provided by the Management Team regarding the Dispute or in the event that the parties are unable to resolve the Dispute within fourteen (14) days of Gizer's receipt of the User's written notification, then either party may initiate binding arbitration as the sole means to resolve the Dispute, subject to the terms set forth below. Specifically, all Disputes arising out of or relating to these Terms (including its formation, performance and breach), the parties' relationship with each other and/or a User's use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules and the Consumer-Related Disputes Supplementary Procedures of the AAA, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. Except for the award of any punitive damages, the arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* This arbitration provision shall survive termination of this Agreement.

Each party shall bear its own costs in connection with any arbitration proceedings. The parties shall equally share the fees of the arbitration and the arbitrator. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at (800) 778-7879.

18.3.1. Location

The parties further agree that arbitration shall be initiated in Manhattan, New York and to submit to the personal jurisdiction of any federal or state court in Manhattan, New York in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

18.3.2. Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. USERS AND GIZER AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

18.3.3. Exception - Litigation of Intellectual Property and Small Claims Court

Notwithstanding the parties' decision to resolve all disputes through binding arbitration, either party may bring an action in a state or federal court located in Manhattan, New York to protect or enforce intellectual property rights. Intellectual property rights include patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights. Either party may also seek relief in a small claims court located in Manhattan, New York for disputes or claims within the scope of that court's jurisdiction. The laws of the State of New York shall be applied in any litigation proceedings, without regard to principles of conflict of laws. Users further agree to accept service of process by mail.

18.3.4. Other Claims

For any claims, other than litigation of intellectual property rights and claims made in small claims court, that are not subject to arbitration the parties agree that litigation shall be initiated in Manhattan, New York and agree to submit to the personal jurisdiction of any federal or state court in Manhattan, New York. The parties hereby waive any argument that any such court does not have personal jurisdiction or that the location of Manhattan, New York is not appropriate or convenient. The parties further agree to waive any and all rights to trial by jury with respect to any claims.

In the event that either party initiates a proceeding involving any claim other than an arbitration in accordance with this Section, or initiates a proceeding involving a claim under this Section other than in Manhattan, New York, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing these Terms to arbitrate and the location to which the parties have herein agreed.

18.3.5. 30-Day Right to Opt-Out

YOU HAVE THE RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH ABOVE WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). Users may opt-out of these provisions by mailing written notification to Gizer Inc., Attn: Gizer Legal, 38 Carmine Street, STE 4W, New York, New York, 10014. The written notification must include (i) the User's name and address and (ii) a clear statement that the User does not wish to resolve disputes with Gizer through binding arbitration. A decision to opt-out of these provisions will have no adverse effect on the User's relationship with Gizer. If Users opt-out of these provisions, Gizer also will not be bound by them. Any opt-out request received after the Opt-Out Deadline will not be valid and Users must pursue their Dispute through binding arbitration or small claims court.

19. GENERAL PROVISIONS

19.1. Relationship of Parties/No Third Party Beneficiaries

Users agree that no joint venture, partnership, employment, or agency relationship exists between Users and Gizer as a result of this Agreement or their use of the Services. Users agree not to hold themselves out as representatives, agents, operators, distributors, or employees of Gizer and Gizer shall not be liable for any of their representations, acts, or omissions. Users also agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

19.2. Assignment

Gizer may assign its rights and obligations under this Agreement, in whole or in part, to any person or entity at any time with or without the Users' consent. Upon such assignment, Gizer

may be relieved of any further obligation hereunder. Users may not assign or delegate any rights or obligations under this Agreement without Gizer's prior written consent, and any unauthorized assignment and delegation by Users is void and ineffective.

19.3. Waiver/Severability

No failure or forbearance on Gizer's part to exercise its rights or insist upon performance of obligations hereunder is to be construed as a waiver or relinquishment of those or any other rights or obligations in that or any other instance; rather, the same shall remain in full force and effect.

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, such provision shall be narrowed in scope or otherwise amended to the extent necessary to make such provision lawful, valid and enforceable while as nearly as possible reflecting the intent of the parties as expressed in this Agreement, or, if such amendment is impossible, severed from this Agreement. No amendment or severing of any provision of this Agreement shall affect the validity or enforceability of any remaining provisions.

19.4. Circumvention/Indemnification

Users agree that they shall not circumvent or attempt to circumvent these Terms or the Services or otherwise interrupt or attempt to interrupt the operations of Gizer (collectively, a "Circumvention Act"). If Gizer determines, at its sole discretion, that Users have engaged, or attempted to engage, in any Circumvention Act, or to otherwise commit fraud with regard to the Services, then, in such an event, Gizer reserves the right to institute civil or criminal proceedings against such Users and to report such Users to the relevant regulatory authorities.

Users further agree to indemnify, save, and hold harmless Gizer and the Gizer Providers from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of their use or misuse of the Services, any violation by Users of this Agreement, or any breach of the representations, warranties, and covenants made by Users herein. Gizer reserves the right, at the Users' expense, to assume the exclusive defense and control of any matter for which the Users are required to indemnify Gizer, and Users agree to cooperate with Gizer's defense of these claims. Gizer will use reasonable efforts to notify Users of any such claim, action, or proceeding upon becoming aware of it. Users agree that the provisions in this paragraph will survive any termination of their Gizer Account or of the Services.

19.5. Force Majeure

Gizer shall not be liable for any delay or failure to perform resulting from unforeseen circumstances or causes outside its reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, medical epidemics, or shortages of transportation facilities, fuel, energy, labor or materials.

19.6. Notices

Gizer may notify Users via postings in the Services, via email and/or any other method of communication to the contact information Users provide to Us. All questions, complaints, or claims pertaining to the Services as well as any notices given by Users or required from Users under these Terms shall be in writing and directed to:

Gizer Inc.

Address: 38 Carmine Street, STE 4W, New York, New York, 10014

Email: support@Gizer.io

Any notices Users provide that do not comply with this Section 19.6 shall have no legal effect.

19.7. Entire Agreement

These Terms constitute the entire agreement between Users and Gizer with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms will be effective only if in writing and signed by Gizer.

19.8. Reservation of Rights

Gizer reserves the right to enforce its Terms if Gizer, in its sole discretion, determines that the services provided by a content provider's platform (including but not limited to websites, mobile applications, web-based applications, desktop-based applications, or social media accounts) is detrimental to the Company brand or brands, including, without limitation, in any manner that is disparaging or that otherwise portrays Gizer in a negative light, or has a negative impact on the integrity of Gizer's product or business operations.

20. GOVERNMENTAL COMPLIANCE

Gizer's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Gizer's right to comply with governmental, court, and law enforcement requests or requirements relating to use of the Services or information provided to or gathered by Gizer with respect to such use.

21. GOVERNING LAW

By using these Services, You agree that the laws of the State of New York will govern these Terms, without giving effect to any principles of conflicts of laws.

THE SECTION TITLES IN THESE TERMS ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.

Please visit this page regularly for updates to these Terms.