

Terms of Service Agreement

Effective Date: April 30 2019

1. Terms and Conditions

- 1.1. These Terms of Service Agreement ("Terms") apply to website www.portal.iqeon.io ("Site") owned by IQClash OÜ ("we", "us", "Site" or "IQClash").
- 1.2. By using the Site, you agree and consent to these Terms of Service Agreement.
- 1.3. Site strives to ensure the accuracy and relevance of all information contained on the pages hosted in the Site. IQClash OÜ ("IQClash"), an entity incorporated and registered under the laws of the Republic of Estonia, is the sole fully legitimate owner of the Site.
- 1.4. We cannot, however, accept responsibility for the content of external websites that are linked to through Site. Site and all materials it this Site are provided "as is" and all use is at visitor's own risk.
- 1.5. IQClash disclaims, and you hereby waive, any and all warranties and liabilities of IQClash and all other legal entities mentioned on the Site will not be responsible for the consequences of reliance upon any opinion contained herein or for any omission.
- 1.6. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT IQCLASH DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS SITE, ANY MATERIALS IN THIS SITE, OR THE SERVER THAT MAKES THIS SITE AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

2. Use of the Site

- 2.1. You can only use this Site and any materials found on this Site (including, but not limited to, any images, logos, designs, insignia, signs, images, sounds, text, messages, tools, software, technology, products , files, information, data, demonstration materials, advertising materials, audiovisual and multimedia works, and any other objects or expressions (collectively referred to as "Materials") in accordance with these Terms, and you agree to comply with said Terms whenever cases of access and use of the Site. Without limiting the foregoing, you may not copy, republish, download, upload, publish, transmit or distribute any Materials, except as otherwise provided by this agreement.
- 2.2. In accordance with these Terms, IQClash grants you a non-exclusive, non-transferable license for the period of your next use of the Site for (i) download to one (1) computer, solely for your personal use, one (1) copy of any Materials available on this Site; and (ii) upload content to specific areas of this Site.

3. Limitation of Liability

- 3.1. Under no circumstances will IQClash be liable, whether under contract, warranty, tort (including negligence, product liability, strict liability or other legal basis) to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages) arising out or in connection with any use, failure to use or the results of the use of this Site or any material on this Site, even if IQClash or its representative has been informed of the possibility of such damages.

4. Your Obligations

- 4.1. IQClash reserves all rights to Materials and materials not expressly stated above. Without limiting the foregoing, you may not: (i) use or transmit any Materials to any other website or network; (ii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on any

Materials; (iii) reproduce any Materials other than those indicated above; (iv) distribute, license, lease, sell, rent or otherwise transfer any Materials; or (v) remove, obscure or modify any copyright or other proprietary notices present in or in any of the Materials. You represent, warrant and agree that: (i) you will comply with all applicable laws, rules and regulations of any government authorities when you use this Site and Materials (including, without limitation, all laws, regulations and export control orders) ; (ii) you are not in the country, are not under its control, or are not a citizen or resident of any country to which the export of any Materials is prohibited by law, regulation or order of the European Union and / or United States; and (iii) you will not upload or otherwise transfer to this Site any software or other materials that: (a) contain any viruses or other malicious code; (b) violate, improperly assign or infringe any patents, copyrights, trademarks, trade names, corporate identity, trade secrets, the right to publicity, the right to privacy, moral right, right to appropriation or integrity or any other intellectual property law or ownership in the aggregate “Property rights”) of any person or entity; or (c) contain any materials that are defamatory, libelous or depict any person in a false light.

5. IQClash property rights

- 5.1. All rights, property rights, title, interest in and to this Site, the Materials and all related Property rights is owned by IQClash or its licensors, and no Property rights to any of the above items are transferred to you by virtue of these Terms or the permission of IQClash allowing you to use the Site.

6. Submissions

- 6.1. IQClash welcomes your comments, feedback and reviews on IQClash products through this Site. However, IQClash does not accept or consider any materials for use in any of its products (including, but not limited, to demo materials, sketches, drawings, notes, stories and ideas of games or characters) that were not specifically requested by IQClash . Accordingly, IQClash asks you not to send us such materials. If you ignore this request, any such materials, comments, suggestions or other information that you submit to IQClash will become the property of IQClash, and IQClash owns exclusively all known and further existing rights to such materials, and you acknowledge and agree not to dispute IQClash’s rights the use and disclosure of such materials in any way and for any purpose, commercial or otherwise, without compensation to you.

7. Changes to the Terms of Service Agreement

- 7.1. These Terms of Service Agreement may be updated periodically and without prior notice, to reflect changes in these Terms. For significant changes, we will notify you by posting a prominent Terms of Service Agreement on our Site indicating at the top of the Terms when it was most recently updated.

8. Third party content

- 8.1. This Site provides links to websites and access to content, products and services from third parties, including users, affiliates and sponsors of this Site. IQClash is not responsible for the availability of, and content provided on, third party websites. Users are requested to peruse the policies posted by other websites regarding privacy and other topics before use. IQClash neither creates nor endorses and is not responsible for third party content accessible through this website, including opinions, advice, statements and advertisements, and you shall bear all risks associated with the use of such content. IQClash is not responsible for any loss or damage of any sort incurred from dealing with any third party.
- 8.2. From time to time, at our discretion, we may include or offer third-party products or services on the Site. These third party providers have separate and independent privacy policies. Therefore, we are not responsible for the content and activities of third-party service providers. However, we strive to protect the integrity of our Site and welcome any feedback on these services.

9. Miscellaneous

- 9.1. All materials on this site are for informational purposes only. Please note that, despite the nature of most of the materials created and posted on the Site, the Site is not a legal, financial, investment or other professional reference resource, and the opinions of authors are their own and should not be taken as a legal, financial, investment or other professional advice. If you need this kind of advice, IQClash strongly recommends that you contact a qualified industry professional.
- 9.2. The Site cannot be held responsible for any loss or inconvenience caused by the use of any materials contained on the Site.
- 9.3. In particular, you agree to protect IQClash, its affiliates, officers, directors, employees, agents, and third-party service providers from any claims, costs, losses, damages, expenses, and any other liabilities, including attorneys' fees and costs, and to protect them, arising out of or related to your access to or use of the Site, your violation of these Terms, and/or your violation of the rights of any third party or person.
- 9.4. We are not liable for any special, reliance, indirect, incidental, punitive, consequential or exemplary damages, whether by offense, contract or any other legal basis, arising out of or in any way connected with Try to use IQClash, including (but not limited to) damages for lost profits, goodwill, use or data. This limitation of liability will not be affected even if we are informed of the possibility of such damage. Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to you. You may have other rights that vary from jurisdiction to jurisdiction.
- 9.5. You agree to release us, our affiliates and third-party service providers, as well as each associate director, employee, agents and officers from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, disclosed or undisclosed, arising out of or in any way connected with your use of the Site.
- 9.6. Any claims or disputes between you and us arising from this User Agreement or related to it, in whole or in part, are governed by the laws of the Republic of Estonia without respect to its conflict of laws provisions. You agree (with no right to withdraw your consent) that any dispute arising out of or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and the relevant courts of the Republic of Estonia.

10. Contacting Us

- 10.1. If you have any questions about these Terms, the practices of our Site, or your dealings with our Site, please contact us at support@iqclash.com

11. Disclaimer

- 11.1. The Site is provided on an "as is" basis and without warranty whatsoever. We, our affiliates and third-party service providers disclaim, to the maximum extent permitted by law, any and all warranties, express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose and no violation of property rights or any other warranties, conditions, warranties or representations, whether oral or electronic. You are solely responsible for any damage to your computer or mobile device, loss of use, or loss of your user content.
- 11.2. All the things you do and all the information that you send or post on the Site remain your responsibility. You will not hold us legally liable for any of your user content or actions that in any way violate the law or the rights of third parties or persons.
- 11.3. Our goal is to serve both your and public interests, so if you have a issue or dispute, you agree to discuss it and try to solve it with us in an informal setting. You can contact us with feedback and problems here or by email at support@iqclash.com.