

TERMS OF USE OF THE SERVICES - BREAKOUTPVP.COM

1. INTRODUCTION: KEY DEFINITIONS AND WHAT MAKES UP YOUR TERMS OF USE

1.1 The following definitions are used in these terms and conditions:

"Access Device" means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

"General Terms" means the terms and conditions set out in this document;

"Group" means in relation to any party, a company which is from time to time a subsidiary or the ultimate holding company of that party or another direct or indirect subsidiary of any such ultimate holding company. For the purposes of this definition "subsidiary" and "holding company" have the meaning given to these expressions in section 1159 of the Companies Act 2006 as amended from time to time;

"Operator" means Breakout Playa Limitada, a company registered in Costa Rica with registered number 3 102 712947 and whose registered office is at San Jose-Escazu San Rafael, Seiscientos metros oeste de la estacion del peaje, Edificio fuentecantos, Segundo piso, Costa Rica

"Privacy Policy" means the Operator's privacy policy accessed via the Privacy Policy link;

"Rules" means the wagering rules and the subscriber charter specifically applicable to the skilled gaming promoted by Breakoutpvp.com

"Services" means, as appropriate, the services offered for the time being by the Operator through the via the Breakoutpvp.com website, and/or via any Access Device application;

"Terms of Use" means (a) the General Terms; (b) the Privacy Policy

"Website" means the website or any respective page, subpage, subdomain or section thereof from time to time, located at or accessible via the domain name: www.breakoutpvp.com

1.2 By using and/or visiting any section of the Website, or by opening an account with the Operator through the Website, You agree to be bound by the Terms of Use and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law. The Terms of Use do not affect your statutory rights.

1.3 In addition, where You place a wager using the Services, or otherwise use the Services, You agree to be bound by:

1.3.1 the rules associated with placing a wager via the breakoutpvp.com website as set out under the subscriber charter section of the website.

1.3.2 the rules associated with verifying the result of a video game challenge on Breakoutpvp.com which may or may not have taken place on a separate electronic device.

1.3.3 any terms and conditions relating to withdrawals which are contained in the 'Withdrawal' part of the Help section of the Website ("**Withdrawal Terms**"); and

1.3.6 any other terms applicable to the Services and/or which You are required to confirm Your agreement to as part of the Services, for example the terms relating to breakoutpvp.com payment processing partners.

1.4 The original text of the Terms of Use are in English and any interpretation of them will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.

1.5 In the event that there is any specific conflict or inconsistency between any of the individual parts of the Terms of Use making up Your contract with the Operator, the order of precedence shall be as follows:

1.5.1 the Withdrawal Terms;

1.5.3 the Game rules;

1.5.4 the wagering rules;

1.5.5 the Additional Terms;

1.5.6 the General Terms;

1.5.7 the Privacy Policy.

1.6 Please read the Terms of Use carefully before accepting them. Once You have accepted the Terms of Use, please print the Terms of Use and store them, along with all confirmation emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to Your use of the Website. Please note that the Terms of Use are subject to change, as set out in paragraph 3 below.

1.7 If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or continue to use Your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use which we have notified You are in force from time to time.

1.8 The Terms of Use govern Your contract with the Operator and will come into effect from the moment you open an account with BreakoutPvP.com. For the avoidance of doubt, each and all sections of the Website are governed by the Terms of Use, and You should ensure at all times that Your use of the Services is in accordance with the Terms of Use.

GENERAL TERMS

2. CONTRACTING PARTIES

2.1 The Terms of Use shall be agreed between You and the Operator.

2.2 References in the Terms of Use to "**us**", "**our**" or "**we**" are references to:

2.2.1 the Operator; or

2.2.2 in the case of terms and conditions relating to monies held in Your Account from time to time, to any Operator Group company which holds such money and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

3. CHANGES TO THE TERMS OF USE

3.1 We may need to change the Terms of Use from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms of Use can be accessed from the terms and conditions link in the footer section of the Website, and the date on which they will come into force is noted in paragraph 1.8 of these General Terms.

3.2 Where we wish to make substantial changes to the Terms of Use, we will give You as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph 3.3. For minor or insubstantial changes, we may not give You any notice of such changes, so You are advised to review the Terms of Use through the Terms and Conditions link on the Website on a regular basis.

3.3 Where we make changes to the Terms of Use which we wish to notify You of, we will do so by such method of notification as we may, in our discretion, deem appropriate, which may comprise:

3.3.1 email (to the email address You have previously supplied us with, if any);

3.3.2 a message to Your Inbox on the Website; or

3.3.3 notice on the Website

and we may, at our discretion, invite You to accept the new Terms of Use by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of confirmation by You. If You provide us with any such confirmation, or continue to use the Website after notification under this paragraph 3, You shall, from such time, be deemed to have accepted, and be bound by, the new Terms of Use, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identities of the Operator, whether or not You have read the revised Terms of Use. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

3.4 Notwithstanding this clause 3, should we wish to make any changes to the terms upon which Your funds are held under clause 7.3, we shall notify You in advance by such method as we may, in our discretion, deem appropriate, but such method shall require You to acknowledge receipt of such information by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of acknowledgment by You. If You provide us with any such acknowledgment, You shall, from such time, be deemed to have accepted, and be bound by, the new Terms of Use. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

4. OPENING YOUR ACCOUNT

4.1 In order to place a bet or play a game using the Services, You will need to open an account with the Operator ("**Your Account**" or "**Account**").

4.2 In order to open Your Account for use with the Services, You can:

4.2.1 click on Register Now on the Website and follow the on-screen instructions; or

4.2.3 open by such other Account opening method as shall, from time to time be offered

by the Operator;

4.3 Your Account will be operated by the Operator, and/or in conjunction with businesses contractually obligated to the Operator.

4.4 When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address ("Your Contact Details"). You may update Your Contact Details from time to time by contacting Customer Services; or through the My Account management page on the Website: or by such other method as shall, from time to time, be offered by the Operator.

4.5 If You do not wish Your Contact Details to be used by us and our business partners to contact You to inform You of marketing information relating to others of our goods, products or services or those of our business partners, please indicate that this is the case by ticking the relevant box as instructed when You open an account on the Website or by informing Customer Services.

4.6 In opening Your Account You warrant that:

4.6.1 You understand and accept the risk that, by using the Services, You may, as well as winning money, lose money;

4.6.2 You are: (a) over 18 years of age; and (b) above the age at which wagering on skilled based gaming activities are legal under the law or jurisdiction that applies to You (the "**Relevant Age**");

4.6.3 wagering on skill based gaming is not illegal in the territory where You reside;

4.6.4 You are legally able to enter into contracts;

4.6.5 You have not been excluded from skill based gaming; and

4.6.6 You have not already had an Account closed by us under paragraphs 11 (Collusion, Cheating, Fraud and Criminal Activity), 20 (Breach of the Terms of Use) or at Your request under paragraph 33.1 (Responsible Gaming/Gambling).

4.7 Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "**Duplicate Accounts**". We may close any Duplicate Account (but shall not be obliged to do so). If we close a Duplicate Account:

4.7.1 we may, at our entire discretion, close the Duplicate Account rendering the owner of the Duplicate Account unable to wager on the outcome of skill based gaming events through the use of the Duplicate Account and any payment processing services associated with that account.

4.7.2 we may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

5. VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING REQUIREMENTS

5.1 You warrant that:

5.1.1 the name and address You supply when opening Your Account are correct; and

5.1.2 You are the rightful owner of the money which You at any time deposit in Your Account.

5.2 By agreeing to the Terms of Use You authorise us to undertake any such verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "**Checks**"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account.

5.3 Whilst we are undertaking any Checks from time to time, we may restrict You from withdrawing funds from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time reperform the Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact the Operator's support team.

5.4 In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with a notarised ID or any equivalent certified ID according to the applicable law of Your jurisdiction or otherwise, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the Account or we may, where we reasonably believe that deliberately incorrect information has been provided by You, keep any amount deposited on the Account following the closure of the Account by us.

5.5 It may be an offence for persons under the Relevant Age to make use of the Website. If we are unable to confirm that You are the Relevant Age then we may suspend Your Account until such time that we are able to confirm that You are the Relevant Age. If You are subsequently proven to have been under the Relevant Age at the time You made any gambling or gaming transactions with us, then:

5.5.1 Your Account will be closed;

5.5.2 Further action may be taken against you by the Operator's payment processing partners.

6. USERNAME, PASSWORD, PIN and CUSTOMER INFORMATION

6.1 After opening Your Account, You must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto Your Access Device.

6.2 All wagers that were entered into where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorised by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally). In this situation the Operator shall not be liable for any adverse impact that may occur with respect to your gaming statistics, feedback scores as displayed on your Breakoutpvp.com profile.

6.3 If You have lost or forgotten Your Account details, or have reason to believe that such details are known to an unauthorised third party, please contact us immediately for a replacement, details of which can be found in the Contact Us or Help section of the Website.

7. DEPOSITS AND WITHDRAWALS FROM YOUR ACCOUNT

7.1 If You wish to participate in the Services, You must deposit monies into Your Account from an account or source of which You are the account holder. Such monies may (subject to paragraph 5) then be used by You to wager on skill based gaming challenges as posted by you or other subscribers to Breakoutpvp.com. Breakoutpvp.com will make available numerous sources through which customers can deposit funds into their Breakoutpvp.com and those options will be highlighted on the payment page of the site.

Further details of how to deposit, withdraw and transfer funds can be found in the Deposit part of the Help section of the Website. If You use a payment method in respect of which You are not the account holder, we reserve or our payment processing providers reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.

7.2 You further agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your Account, and in any such event to refund and compensate us for such unpaid deposits including any expenses incurred by us in the process of collecting Your deposit. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate betting or gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account). Monies deposited with us in Your Account shall not attract interest.

7.3 Breakoutpvp.com is a peer to peer wagering platform for skill based gaming challenges and as such the placement of a wager via the Breakoutpvp.com website does not create any liability for the house (Breakoutpvp.com) to fund any resultant winning wagers. When a wager is accepted between two parties their respective "credit balances" will alter as appropriate with the winner of the wager then seeing their "credit balance" increase based on the size of the overall wager minus commissions.

Monies deposited by You to Your Account will be held in relevant Breakoutpvp.com merchant bank accounts, which are entirely separate to from our company funds. Please visit the websites of our payment processing partners for more information on the protections you are entitled to in the event of such parties enter insolvency.

7.4 To the extent required by Your local law or tax or other authorities You are responsible for reporting Your winnings and losses arising from the Services.

7.5 Subject to paragraph 12 (Closure of Your Account; etc), You may request withdrawal of funds from Your Account at any time provided that:

7.6.1 all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;

7.6.2 any Checks referred to in paragraph 5 (Verification of Your Identity; Money Laundering Requirements) above have been completed by us to our satisfaction;

7.7 Subscribers to Breakoutpvp.com will be able to withdraw funds from their Breakoutpvp.com account back to their personal bank account or e-Wallet at their own leisure. Subscribers

will be able to withdraw money back to the same account or e-Wallet as was used in the fund upload process.

8. LEGAL USE OF THE WEBSITE

8.1 Access to or use of the Website or any of the Services via the Website may not be legal for some or all residents of or persons in certain countries. We do not intend that the Website should be used for wagering on skill based gaming by persons in countries in which such activities are illegal, which includes certain individual states within the United States of America and those listed in the Help section on the website. The fact that the website may be accessible in any such country, or appears in the official language of any such country shall not be construed as representation or warranty with respect to the legality of otherwise of the access to and use of the website. The availability of the website does not constitute an offer, solicitation or invitation by use for the use of or subscription to participating in skill based wagering challenges in which such activities are prohibited by law.

8.2 It is Your responsibility to determine the law that applies in the location in which You are present. You should ensure that You will be acting legally in Your jurisdiction in opening Your Account and/or using the Website and You represent, warrant and agree that You will do so.

8.3 If it becomes apparent to us that You are resident in a country in which the use of the Website is not legal, we shall be entitled immediately to close Your Account.

8.4 It is your responsibility to ensure that any photos / images or other visual graphics which you upload to your personal Breakoutpvp.com profile are your property or that you possess the relevant permissions to use the photos / images/ visual graphics in question. The opening of an account with Breakoutpvp.com represents an acceptance of these terms and the subsequent exclusion of Breakoutpvp.com Ltd from any penalty, charge associated with copyright and image infringements.

9. PLACING YOUR BET AND/OR GAMING USING THE SERVICES

9.1 In order to place a wager or access a Service you should follow the instructions provided in the Help section of the Breakoutpvp.com website.

9.2 As Breakoutpvp.com is a facilitator for the creation of eSports wagers between two or more separate parties, it is your responsibility to ensure that you are happy with the details of any wager that you are potentially entering.

It is Your responsibility to ensure that the details of any wager that you place using the Breakoutpvp.com service is correct in the following manner:

9.2.1 when using the Website (either directly, through an application or otherwise) in accordance with the relevant House Rules and based on the nature of the wager as stipulated by all parties associated with the wager itself.

9.3 Your Transaction history can be accessed by you by clicking My Account on the Website.

9.4 We reserve the right to refuse the whole or part of any Transaction requested by You at any time in our sole discretion, or where You have breached the Terms of Use. No Transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us) in accordance with paragraph 9.2. If You are in any doubt

as to whether a Transaction has been accepted successfully, You should contact Customer Services.

9.5 Once a Transaction has been placed with the Breakoutpvp.com system, You cannot cancel the transaction unless all parties to the wager agree otherwise.

9.6 We may cancel or amend a Transaction pursuant to the provisions of paragraph 5 (Verification of Your Identity), paragraph 11 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 18 (Errors or Omissions).

10. REMOTE GAMING

10.1 Breakoutpvp.com is accessed solely via an electronic form of communication; You should be aware that:

10.1.1 in relation to Your use of the Website for the placing of wagers:

10.1.1.1 You may be using a connection or equipment which is slower than such equipment used by others and this may affect Your performance in time critical events offered via the Website;

10.1.1.2 You may encounter system flaws, faults, errors or service interruption which will be dealt with in accordance with paragraph 17 (IT Failure);

10.1.1.3 the Game Rules and House Rules for each event or game offered via the Website are available and should be considered by You prior to Your use of the Services offered via the Website; and

11. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

11.1 The following practices (or any of them) in relation to the Services:

abuse of bonuses or other promotions; and/or

using unfair external factors or influences (commonly known as cheating); and/or

taking unfair advantage (as defined in paragraph 11.5.3);

opening any Duplicate Accounts; and/or

undertaking fraudulent practice or criminal activity (as defined in paragraph 11.5),

constitute "**Prohibited Practices**" and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

11.2 If You suspect a person is engaged in any Prohibited Practice, You shall as soon as reasonably practicable report it to us by e-mailing us or telephoning Customer Services.

11.3 You agree that You shall not participate in or be connected with any form of Prohibited Practice in connection with Your access to or use of the Services.

11.4 If:

11.4.1 we have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include the use by us (and by our partners and our other suppliers) of any fraud, cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time); or

11.4.2 You have placed wagers and/or played skilled games with any other online provider of skilled gaming services and are suspected (as a result of such play) of any Prohibited Practice or otherwise improper activity; or

11.4.3 we become aware that You have "charged back" or denied any of the purchases or deposits that You made to Your Account; or

11.4.4 in our reasonable opinion your continued use of the Services may be detrimental to the reputation of Breakoutpvp.com and its partners.

11.4.5 You become bankrupt or suffer analogous proceedings anywhere in the world, then, (including in connection with any suspension and/or termination of Your Account) we shall have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 11.4. The rights set out in this paragraph 11.4 are without prejudice to any other rights (including any common law rights) that we may have against You, whether under the Terms of Use or otherwise.

11.5 For the purposes of this paragraph 11:

11.5.1 "**fraudulent practice**" means any fraudulent activity engaged in by You or by any person acting on Your behalf or in collusion with You, and shall include, without limitation: (a) fraudulent charge-backs; (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or otherwise unauthorised credit or debit card, as a source of funds; (c) the collusion by You with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us); (d) any attempt to register false or misleading account information; and (e) any actual or attempted act by You which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm;

11.5.1.1 "unfair advantage" with respect to Breakoutpvp.com also constitutes any attempt to exploit loopholes in the third party games which subscribers use to determine the winner of a wager. Breakoutpvp.com does not accept any responsibility for any loopholes which exist in the third party games which are used to determine the outcome of wagers and will not be held responsible for the activities of any subscriber who exploits loopholes in third party games in order to influence the outcome of a wager. Breakoutpvp.com encourages subscribers who suspect that loopholes might have been exploited to report players suspected of using cheats / loopholes or other unfair advantages to influence the outcome of a wager. Breakoutpvp.com Ltd reserves the right to suspend the account of any subscriber who is deemed to have used unfair means to influence the outcome of a wager.

11.5.1.2 "unfair advantage shall include, without limitation:

11.5.1.3 the exploitation of a fault, loophole or error in our or any third party's software used by You in connection with the Breakoutpvp.com service.

11.5.1.4 the use of Bots to assist or play on behalf of a player participating in an eSports wager facilitated by Breakoutpvp.com

11.5.1.5 the use of third party software or analysis systems

11.5.1.6 the exploitation by You, of an Error as defined in paragraph 18.1 below, in any case either to Your advantage and/or to the disadvantage of Breakoutpvp.com or others.

11.5.2 "**criminal activity**" shall include, without limitation, money laundering and any offence under section 42 of the Gambling Act 2005; and

11.5.3 "**unfair advantage**" shall include, without limitation:

11.6 We reserve the right to inform relevant authorities, other online gaming, skilled gaming and gambling operators as well as other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of Your identity and of any suspected Prohibited Practice by You, and You shall cooperate fully with us to investigate any such activity.

12. EVENTS OUTSIDE THE CONTROL OF BREAKOUTPVP.COM LTD

12.1 As Breakoutpvp.com Ltd is concerned with the facilitation of wagers placed between two or more parties with the wagered event taking place on a electronic device external to the Breakoutpvp.com platform, Breakoutpvp.com Ltd will not be liable or responsible for any failure of third party providers to perform, or delay performance, activities which will enable the terms of the wager to take place. To be specific, Breakoutpvp.com Ltd will not be held responsible for wagers which cannot be played out due telecommunication network failures, power failures, failures in third party computer or online systems, fire, lightning, explosion, severe weather, disputes, terrorist activity and acts of government.

13. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS OF USE CLOSURE AND TERMINATION BY YOU

13.1 Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than twenty four hours' notice to us at any time, by contacting us through Customer Services, details of which can be found in the Contact Us and Help section of the Website:

13.1.1 indicating Your wish to close Your Account; and

13.1.2 stating the reasons why You wish to close Your Account, in particular if You are doing so because of concerns over the level of Your use of the same.

We will respond to Your request, confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

13.2 When You request closure of Your Account under paragraph 12.1 we will, subject to paragraph 12.3, return any outstanding balance in Your Account to You.

13.3 Upon any termination of Your Account under this paragraph 12 we shall be entitled (without limiting our rights under paragraph 12.6) to withhold, from the repayment of the outstanding balance on Your Account, any monies: (a) pursuant to paragraph 11 (Collusion, Cheating, Fraud and Criminal Activity); (b) pursuant to paragraph 20 (Breach of the Terms of Use); (c) as otherwise provided by the Terms of Use (including, as appropriate, paragraph 5.4); or (d) as required by law or regulation.

13.4 When repaying the outstanding balance on Your Account, we shall use the same method of payment which You provided upon registration of Your Account, or such other payment method as we may reasonably select.

13.5 Where You have closed Your Account, we may in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. In such circumstances, while Your Account will have the same account details as before, it will be subject to the Terms of Use which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

CLOSURE AND TERMINATION BY US

13.6 We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use on written notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to paragraph 12.7, as soon as reasonably practicable following a request by You, refund the balance of Your Account.

13.7 Where we close Your Account and terminate the Terms of Use pursuant to paragraph 11 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 20 (Breach of the Terms of Use), the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, a Duplicate Account or otherwise). Closure of Your Account and Termination of the Terms of Use, other than pursuant to paragraphs 11 or 20 of these General Terms, will not affect any outstanding bets, provided that such outstanding bets are valid and You are not in breach of the Terms of Use in any way. For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).

SUSPENSION BY US

13.9 We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms of Use. Upon the suspension of Your Account: (a) no activity shall be permitted (including deposits, withdrawals, betting or gaming) until the date upon which it is re-activated by us; (b) no bonuses or contingent winnings will be credited to the Account; and (c) we shall address the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

14. ACCESS TO, AND USE OF, THE SERVICES

14.1 You are solely responsible for the supply and maintenance of all of Your Access Devices and related equipment and telecommunications networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third party software or hardware, including (for the avoidance of doubt) third party analysis or 'Bot' programmes which promise certain results from any of the Services.

14.2 Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any Operator staff used to provide the

Services, Customer Services, or any helpdesk or support function which we make available to You.

14.3 You shall use the Website for personal entertainment only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

14.4 You shall be solely liable in respect of any content uploaded by You onto the Website ("**Uploaded Content**") and, in uploading any such content, You represent and warrant that:

14.4.1 You have obtained all necessary approvals, consents, licences and permissions required in respect of the Uploaded Content and that the reproduction of the Uploaded Content on the Website will not infringe the copyright, trade mark, confidential information or any other intellectual property rights whatsoever of any third party;

14.4.2 the Uploaded Content will not contain any material in breach of paragraph 13.2 or any code in breach of paragraph 13.3;

14.4.3 the Uploaded Content will comply with all laws and regulations (including, in particular, those relating to data protection and privacy); and

14.4.4 the Operator is entitled to use and sub-licence the use of the Uploaded Content at its sole discretion.

14.5 Any material (other than Software under paragraph 16) downloaded by You from the Website shall be downloaded entirely at Your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

14.6 Where we have reason to believe that Your use of the Services is in breach of any of paragraphs 14.2, 14.3, 14.4 or 14.5 we shall, without prejudice to any of our other rights, be entitled forthwith to remove from the Website any offending content.

15. BETTING AND GAMING TERMS

14.1 Expressions used in the gaming and skilled gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly used betting and gaming expressions is available in the Help section of the Website. Should You be in any doubt as to the meaning of any expression, You should:

14.1.1 Contact Us through one of the channels made available to you by Us so that we can assist with your question.

14.2 We do not take any responsibility for any action undertaken by you based on an incorrect or incomplete understanding of the service offered by Breakoutpvp.com Ltd.

16. ALTERATION OF THE WEBSITE

We may, in our absolute discretion, alter or amend the service available through the Website at any time for the purpose of ensuring the ongoing provision of the Website

17. THIRD PARTY SOFTWARE

17.1 The service offered is designed to facilitate the acceptance of wagers on the outcome of video game challenge which take place on an electronic device external to the Breakoutpvp.com platform. Consequently, you may be required to download and install

software supplied by third parties in order to access a video game which will be used to determine the winner of a wager placed on our Service.

17.2 It is Your responsibility to ensure that any Software is downloaded onto Your Access Device in a manner compatible with Your own Access Device's specific setup. For the avoidance of doubt, we shall not be liable to the extent that the incorrect downloading of any Software has an adverse effect on the operation of Your Access Device.

18. IT FAILURE

Where problems occur in the software or hardware used by us to provide the Services we will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to You or other players, we will take all reasonable steps to treat You in a fair manner (which may include reinstating the balance on Your Account to the position existing following completion of the last bet or game logged on the Operator's server immediately prior to the occurrence of the problem).

19. EXCLUSION OF OUR LIABILITY

19.1 Your access to and use of the Services is at Your sole option, discretion and risk. We shall not be liable for any attempts by You to use the Services by methods, means or ways not intended by us.

19.2 We will provide the Services with reasonable skill and care and substantially as described in the Terms of Use. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

19.3 SAVE AS PROVIDED IN OUR BETTING RULES AND SUBJECT TO PARAGRAPH 19.5, OUR MAXIMUM LIABILITY (INCLUDING THAT OF OUR GROUP COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARISING OUT OF YOUR USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO:

19.3.1 WHERE OUR LIABILITY RELATES TO THE MISAPPLICATION OF FUNDS, THE AMOUNT OF MONEY IN YOUR ACCOUNT THAT HAS BEEN MISPLACED BY US; AND

19.4 WE (INCLUDING OUR GROUP COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN RESPECT OF ANY:

19.4.1 LOSS OF DATA;

19.4.2 LOSS OF PROFITS;

19.4.3 LOSS OF REVENUE;

19.4.4 LOSS OF BUSINESS OPPORTUNITY;

19.4.5 LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;

19.4.6 BUSINESS INTERRUPTION; OR

19.4.7 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN WHERE SUCH LOSS OR DAMAGE HAS BEEN NOTIFIED TO US AS BEING POSSIBLE, ARISING OUT OF THE TERMS OF USE OR ANY USE WHATSOEVER BY YOU OF THE SERVICES.

19.5 Nothing in the Terms of Use will operate so as to exclude any liability which we may have in respect of:

19.5.1 fraud (including fraudulent misrepresentation); or

19.5.2 death or personal injury caused by our negligence.

20. BREACH OF THE TERMS OF USE

20.1 You will fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise, whether or not reasonably foreseeable, as a result of or in connection with:

20.1.1 the access to and use of the Services by You or by anyone else using Your username and password; and/or

20.1.2 any breach by You of any of the terms and provisions of the Terms of Use.

20.2 Where You are in breach of the Terms of Use, we may at our sole discretion, prior to any suspension or termination of Your Account, notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part and warning You of our intended action if You do not do so, provided always that such notification shall not be a precondition to any suspension or termination of Your Account.

20.3 We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of the Terms of Use.

20.4 In addition to any other remedy available, if You breach any of the Terms of Use we shall be entitled to recover from Your Account any positive balance to the extent of any amount reasonably claimed against You pursuant to paragraph 20.1.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material forming part of the Services are subject to copyright and other proprietary rights which are either owned by us or used under licence from third party rights owners. To the extent that any material comprised within the Services may be downloaded or printed then such material may be downloaded to a single device only (and hard copies may be printed) solely for Your own personal, non-commercial use.

21.2 Under no circumstances shall the use of the Services grant to You any interest in any intellectual property rights (for example copyright, know-how or trade marks) owned by

us or by any third party whatsoever, other than a personal, non-exclusive, non-sublicensable licence to use such intellectual property rights in connection with Your personal, non-commercial use of the Services pursuant to the Terms of Use.

21.3 No rights whatsoever are granted to use or reproduce any trade marks or logos which appear on the Website except as specifically permitted in accordance with the Terms of Use.

21.4 You must not, nor must You allow any other person to copy, store, publish, rent, licence, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, other than in the course of viewing or using the Website in accordance with the Terms of Use.

21.5 All intellectual property rights in the name "Breakoutvpv.com" and "Breakoutvpv", the logos, designs, trade marks and other distinctive brand features of the Operator and any content provided by the Operator or any third party for inclusion on the Website vest in the Operator or the applicable third party. You agree not to display or use such logos, designs, trade marks and other distinctive brand features in any manner without our prior written consent.

22. VIRUSES, HACKING AND OTHER OFFENCES

22.1 You shall not:

22.1.1 corrupt the Website;

22.1.2 attempt to gain unauthorised access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;

22.1.3 flood the Website with information, multiple submissions or "spam";

22.1.4 knowingly or negligently use any features which may affect the function of the Website in any way for example (but not limited to) releasing or propagating viruses, worms, trojans, logic bombs or similar material that is malicious or harmful;

22.1.5 interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website;

22.1.6 attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach of the Computer Misuse Act 1990 to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

22.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your Access Device and related equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on such Website, or on any website linked to the Website.

23. YOUR PERSONAL INFORMATION

23.1 All information on Your Account held by us is securely data warehoused and remains confidential except where otherwise stated in the Terms of Use (including, for the avoidance of doubt, the Privacy Policy).

23.2 We are required by law (in particular the Data Protection Act 2004 in Gibraltar) to comply with data protection requirements in the way in which we use any personal information collected from You in Your use of the Services. We therefore take very seriously our obligations in relation to the way in which we use Your personal information.

23.3 Prior to Your use of and when You use the Services it will be necessary for us to collect certain information about You, including Your name and date of birth, Your Contact Details, and may also include information about Your marketing preferences (all of which shall be known as "**Your Personal Information**").

23.4 By providing us with Your Personal Information, You consent to our processing Your Personal Information, including any of the same which is particularly sensitive:

23.4.1 for the purposes set out in the Terms of Use (including the Privacy Policy); and

23.4.2 for other purposes where we need to process Your Personal Information for the purposes of operating the Services, including by sharing it with our service providers and agents for these purposes, for example to our providers of postal services, marketing services and Customer Services agents. We may also disclose Your Personal Information in order to comply with a legal or regulatory obligation.

23.5 We may retain copies of any communications that You send to us (including copies of any emails) in order to maintain accurate records of the information that we have received from You.

25. COMPLAINTS AND NOTICES

25.1 No claim or dispute with regard to:

25.1.1 the acceptance or settlement of a wager which You have made using the Services will be considered more than thirty days after the date of the original transaction; and

25.1.2 a game which You have played using the Services will be considered more than twelve weeks after the date on which the relevant transaction or game play took place.

25.2 Should You wish to make a complaint regarding the Services, as a first step You should, as soon as reasonably practicable, contact Customer Services about Your complaint, which will be escalated as necessary within our Customer Services team until resolution.

25.3 If there is a dispute arising from the Terms of Use which cannot be resolved by Customer Services having been escalated in accordance with paragraph 25.2, You can request that the matter be addressed by a manager or supervisor. We will endeavour to resolve the matter to Your satisfaction either immediately or by contacting You subsequently.

25.7 When we wish to contact You, we may do so using any of Your Contact Details. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

26. TRANSFER OF RIGHTS AND OBLIGATIONS

26.1 We reserve the right to transfer, assign, sublicense or pledge the Terms of Use (an "assignment"), in whole or in part, to any person without notice to You, provided that any such assignment will be on the same terms or terms that are no less advantageous to You.

26.2 You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under the Terms of Use.

28. WAIVER

28.1 If we fail to insist upon strict performance of any of Your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

28.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

28.3 No waiver by us of any of the provisions of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with paragraph 25 (Complaints and Notices) above.

29. SEVERABILITY

29.1 If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

29.2 In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the Operator's original intent.

30. ENTIRE AGREEMENT

30.1 The Terms of Use and any document expressly referred to in them represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

30.2 We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in the Terms of Use.

30.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in the Terms of Use.

31. THIRD PARTY RIGHTS

31.1 With the exception of the Operator's Group companies, unless these Terms of Use expressly state otherwise:

31.1.1 a person who is not a party to these Terms of Use has no right to enforce any of the terms under the Contracts (Rights of Third Parties) Act 1999; and

31.1.2 if a person who is not a party to these Terms of Use is stated to have the right to

enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, we may rescind or vary these Terms of Use at our sole discretion (and any documents entered into pursuant to or in connection with it) without Your consent or the consent of that person.

32. LAW AND JURISDICTION

32.1 These Terms of Use shall (subject to paragraph 23.2) be governed by and interpreted in accordance with the laws of England and Wales.

32.2 The courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising out of the Terms of Use.