

PLINK

Terms of Use

Please read current **Terms of Use** (“**Terms of Use**”) carefully. By accessing the website www.plink.tech (the “**Website**”) and/or application PLINK (the “**Plink App**”, the “**Application**”), by installing, viewing, registering at it you confirm that you have read, understood and agree to these Terms of Use, as well as our Privacy Policy (available here: <https://plink.tech/static/pages/pdfs/PP.pdf>), which form an integral part of current **Terms of Use**.

These Terms of Use describes the basis on which you access, view, register at and/or install the Plink App.

To the full extent permitted by applicable law, the Company reserves the right to change or modify any of the terms and conditions contained in these Terms of Use, at any time and in its sole discretion by publishing the amended Terms in the special Application section and/or on the Application page in AppStore and Google Play. Your continued use of the Application following the posting of the revised Terms of Use will constitute your acceptance of such changes or modifications if you fail to notify the Company of any objections within 30 (thirty days) from the moment of posting of the revised Terms of Use by the Company.

1. SERVICES

- 1.1. The Plink App is a blend of messenger and social network for gamers. Its neural network allows to look for friends to play cooperative games with.
- 1.2. Services under this agreement shall mean possibilities of Users with the use of Application to track each other’s’ progress in various games, get updates on what their friends are playing at a given moment of time, form teams (squads) for daily combats, communicate with each other via voice conferences and cross-platform chats.

2. USE OF THE APP AND USER REGISTRATION PROCEDURE

- 2.1. You must be at least 13 years of age or older in order to use our Services.
- 2.2. If you are over 13 years of age or such greater age required in your country for you to be authorized to use our Services without parental approval, you may use our Services provided that this is permitted by your local laws and these Terms of Use is reviewed by your parent or legal guardian and was accepted by them.
- 2.3. You must register using true and accurate information about yourself. We reserve the right to conduct identification checks and may suspend or close your account in the event that:
 - we suspect or discover that any of your details are false, inaccurate or incomplete;
 - your details mean that you are no longer eligible to use the Website (we reserve the right to change our eligibility requirements at any time); and
 - we suspect or discover that you hold more than one account on the Website, which is not permitted.

- 2.4. You are responsible for keeping your log-in details, including your log-in details for any third parties websites, completely confidential and secure and should not share these details with anyone.
- 2.5. In the event that you transfer the rights or access to your account to a third party, you shall be solely responsible for transferring the account securely and be liable for all acts committed by your account.
- 2.6. We will not be responsible to you for any loss that you suffer as a result of an unauthorized person accessing your account and/or using the Plink App and we accept no responsibility for any losses or harm resulting from its unauthorized use, whether fraudulently or otherwise.
- 2.7. If you suspect that your account has been compromised, please contact us immediately at support@plink.tech.
- 2.8. In the event that your account is unused for 12 months or longer, we may delete your account and we shall not be liable for any losses or be obliged to recover your account.
- 2.9. You agree to immediately inform the Company about any and all cases of unauthorized use of their account, as well as about other cases of security policy abuse, by sending an e-mail to support@plink.tech

3. OBLIGATIONS OF THE USERS

- 3.1. You agree to abide to these Terms and check out the amended Terms as required.
- 3.2. When communicating and leaving comments using the Website and/or the Plink App, you undertake not to:
 - use any language that is or may be interpreted as supporting or promoting hatred towards any person based on race, ethnicity, religion, gender, gender identity, disability or sexual orientation;
 - behave in a manner that may be defamatory, obscene, discriminatory, offensive, hateful, threatening deceptive or inflammatory;
 - harass, abuse, upset, embarrass, alarm or annoy any other person;
 - commit any fraudulent activity, including but not limited to impersonating a person, or misrepresenting your identity or affiliation with any person;
 - send unsolicited advertising or marketing materials, spam or request donations;
 - collect, "scrape" or "harvest" any information about any other persons using the Website and/or the Application, including but not limited to any personal information;
 - promote illegal activity;
 - infringe any copyright, database right, trade mark or other right of any other person; or
 - promote, assist or encourage any User to communicate in any of the prohibited by these Terms manners.
- 3.3. You must comply with the laws that apply to you in the location that you access our Website and/or Plink App from. You must not use the Website and/or Plink App in violation of any applicable laws or regulation.

- 3.4. You undertake not to carry out, attempt to carry out, or assist, authorize or encourage others to:
- misuse the Website and/or Plink App;
 - modify, adapt, merge, translate, reverse-engineer, decompile, disassemble, hack, harm or attempt to derive the source code of any aspect of the Website and/or Plink App; or (defeat or overcome the integrity of the Website and/or Plink App, any of our encryption technologies or security measures or data transmitted, processed or stored by us (including but not limited to using worms, viruses, Trojans, logic bombs or other similar malicious software and performing an attack on the Website and/or Plink App)).
- 3.5. We reserve all rights to take suspend, block or close the account of and/or take legal and/or regulatory action against any User acting in breach of this Terms of Use.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 4.1. We will not be responsible, or liable to any third party, for the content or accuracy of any content or listings posted by you or any other User.
- 4.2. We are continually improving our the Website and/or Plink App, so specifications or design changes may be made at any time. We shall use reasonable commercial endeavors to keep the Website and/or Plink App up to date but information and specifications given are for your information only and are subject to change without notice.
- 4.3. We will endeavor to allow uninterrupted access to the Website and/or Plink App, but access may be suspended, restricted or terminated at any time.
- 4.4. We do not check or review any of these External Websites that belong to third parties and are not responsible for, and have no control over, the content or services available on such any External Websites. If you access an External Website, you may be governed by the terms of use and privacy policy of the operator of the External Website.
- 4.5. We, or our affiliates, are the owner or licensee of all intellectual property rights in the Website and the Plink App, including all registered trademarks of Plink App and the copyright in the Website and the Plink App design, text and graphics and their selection and arrangement and all software compilations, underlying source code and software (including applets). All rights are reserved. None of this material may be reproduced or redistributed without our written permission.
- 4.6. We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.
- 4.7. You must not misuse the Website and/or the Plink App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. By breaching this provision, you would commit a criminal

- offence. We will report any such breach 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 and the Plink App will cease immediately.
- 4.8. You use the Website and/or the Plink App at your own risk and subject to the following disclaimers. We are providing the Website and/or the Plink App on an “as is” basis without any express or implied warranties including, but not limited to, warranties of title or implied warranties merchantability or fitness for a particular purpose, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that our services will be operational, error free, secure, or safe or that our services will function without disruptions, delays, or imperfections. We do not control, and are not responsible for, controlling how or when our Users use our services or the features, services, and interfaces our services provide. We are not responsible for and are not obligated to control the actions or information (including content) of our Users. You release us, our subsidiaries, affiliates, and our and their directors, officers, employees, partners, and agents (together, the “PLINK parties”) from any claim, complaint, cause of action, controversy, or dispute (together, “Claim”) and damages, known and unknown, relating to, arising out of, or in any way connected with any such claim you have against any third parties. You waive any rights you may have under any applicable law of any jurisdiction, which says that: a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
- 4.9. We exclude liability for any harm resulting from your use of the Website and/or the Plink app to the fullest extent permitted by the applicable laws.
- 4.10. You agree to defend, indemnify, and hold harmless the PLINK parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following:
- your access to or use of our Services, including information provided in connection therewith; your breach or alleged breach of our Terms of Use; or
 - any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.
- 4.11. We reserve the right to suspend, block or close your account in the event of any breach or suspected breach of this Terms of Use at our sole discretion.
- 4.12. If we fail to enforce a right under this Terms of Use, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.
- 4.13. You acknowledge that these Terms of Use, and/or any action made by you via the Website and the Plink app will not create any partnership, joint venture or trust relationship between you and IT HI-TECH LLC.

5. LIABILITY OF THE PARTIES

- 5.1. In case of non-performance or improper performance of their obligations, you and the Company may be held liable according to the applicable law, unless otherwise expressly stated by these Terms.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All components of the Website and the Application, and each of them as a whole belong to the Company and are protected by the legislation on intellectual property rights protection. All rights reserved.
- 6.2. The User acknowledges and agrees that all content and materials available on the Website are protected with, including, but not limited to copyright, trademarks, trade secrets. The reproduction, copying, or redistribution for commercial purposes of any materials or elements of the Website without the written permission of the Company is strictly prohibited.
- 6.3. Except as specifically defined by the Company, the User agrees not to commit acts that violate the intellectual property rights of the Company, including, but not limited to selling, importing, exporting, licensing, leasing, modifying, distributing, copying, reproducing, transmitting, publicly displaying, publicly performing, publishing, adapting, editing, or creating derivative works from materials, design elements, or content of the Website. Use of the content, materials, and other objects of intellectual property rights of the Company for any purpose not explicitly stated herein is strictly prohibited.

7. FORCE MAJEURE

- 7.1. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond the Parties' control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfillment of its obligations hereunder, the term for fulfillment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force but no longer than for 2 (two) months.
- 7.2. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from proper fulfillment of their obligations hereunder.
- 7.3. A Party that have no way to properly fulfill its obligations hereunder due to circumstances of insuperable force shall notify the other Party of such circumstances and the estimated period of their effect, in writing, within 7 (seven) calendar days from the occurrence of the circumstances (enclosing evidence that proves existence of the circumstances). Otherwise, a Party at fault shall lose a right to refer to the circumstances of insuperable force as to a basis for non-performance of its obligations hereunder.
- 7.4. If circumstances of insuperable force or their consequences last in excess of 2 (two) months, the Parties may decide to terminate these Terms. A termination proposal shall be

sent by one Party to another together with all required documents electronically, inter alia, by email.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. The User agrees that these Terms and the relationship between the User and the Company shall be governed by the laws of Ukraine.
- 8.2. The Parties shall endeavor to resolve through negotiations all disagreements that may arise between the Company and the User during the validity term hereof.
- 8.3. The User agrees that for the purposes of resolving disputes between the User and the Company e-mail correspondence with the authorized persons of the Company at: support@plink.tech shall be effective and binding means of communication.
- 8.4. If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the laws of Ukraine.

9. FINAL PROVISIONS

- 9.1. The Users agree to abide by these Terms when they use the Application given that their User Profiles have been created in the Application.
- 9.2. Users may at any time refuse to abide by these Terms by deleting the Application from their devices.
- 9.3. The Administrator may at any time cease these Terms, with prior notification of the Users not later than 10 days before such cease.
- 9.4. If any questions have not been regulated by these Terms, they shall be regulated under the applicable law.
- 9.5. These Terms of Use and our Privacy Policy constitute the entire agreement between you and us depending on your use of the Website and/or Plink App.
- 9.6. If you have any comments, questions or complaints, please contact us at support@plink.tech.

Last updated: 12 February 2018