



PLINK

Terms of Use

Last updated: May 30, 2023

Please read our **Terms of Use** (“**Terms**”) carefully before accessing or using the website <http://www.plink.gg> (“**Website**”) and/or PLINK mobile application (“**Plink App**”). By installing, viewing, registering on the Plink App or the Website you confirm that you have read, understood and agree to these Terms, as well as our:

- Privacy Notice (available at: <https://plink.tech/static/pages/pdfs/PP.pdf>);
- Cookie Notice (available at: <https://plink.tech/static/pages/pdfs/CN.pdf>);
- Refund Policy (available at <https://plink.tech/static/pages/pdfs/RP.pdf>), which form an integral part of these Terms.

In addition, you agree to review our **Safety Tips** before using the Website or the Plink App, which are available at: <https://plink.tech/static/pages/pdfs/ST.pdf>.

These Terms describe the basis on which you access, view, register at and/or install the Plink App and the Website.

These Terms apply to all users of the Website and the Plink App including users who contribute content, information and other materials to the Website or Plink App (“**User Content**”).

We may change or modify any of the terms and conditions contained in these Terms at any time and at its sole discretion by publishing the amended Terms on the Website and/or on the Plink App page in AppStore and Google Play. Your continued use of the Plink App following the posting of the revised Terms will constitute your acceptance of such changes or modifications if you fail to notify us of any objections within 30 (thirty days) from the moment of posting of the revised Terms.

NAVIGATION:



[General Terms](#)



[Subscription](#)



[In-App Gifts](#)



[User Conduct](#)



[Liability](#)



[Final Terms](#)



1. GENERAL TERMS

1.1. These Terms constitute a legally binding agreement between you and **PLINK INC.**, a corporation incorporated under the laws of State of Nevada with a NV Business ID **NV20171585778** and a registered address at **848 N Rainbow Blvd #5340, Las Vegas, NV 89107** (“**Company**”).

1.2. The laws of the State of Nevada shall apply to your use of the Website and the Plink App.

1.3. The Company can change, delete and addend these Terms at any time. All new or changed terms shall become valid at the moment they are published. The Company will notify you about substantial changes to the Terms. This can be made by posting a notification on the Website or the Plink App or sending an email (if appropriate).

If you do not agree with the new Terms, you should stop using the Website. Please, check these Terms from time to time.

2. SERVICES

2.1. The Plink App is a mobile application that comprises a messenger and social network for gamers. Our neural network allows you to look for friends to play cooperative games with.

2.2. Using Plink App, you can receive the following Services (“**Services**”):

- 1) subscribing to the matchmaking and social features;
- 2) sending in-app gifts to other users.

3. OPENING AN ACCOUNT

3.1. You must be at least 13 years of age or older in order to use our Services.

3.2. 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 are reviewed by your parent or legal guardian and accepted by them.

3.3. To use the Services, you must open an account on the Plink App (“**Account**”). When opening an Account, we will ask you to provide certain information, as provided on our [Privacy Notice](#). You will also have to connect at least one gaming platform and/or third-party account to your Account, currently supported by the Website and the Plink App; you can check which ones are supported on the Website and the Plink App and we can change them from time to time.

3.4. 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 Services (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 Services, which is not permitted.



3.5. You are responsible for keeping your Account log-in details, including your log-in details for any third-party websites, completely confidential and secure and should not share these details with anyone.

When opening an Account please also consider choosing a password that does not match passwords to gaming platforms and/or third-party accounts connected to your Account.

3.6. In the event that you give login details to your Account to a third party, you shall be solely responsible for any consequences arising from it.

3.7. 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.

3.8. If you suspect that your Account has been compromised, please contact us immediately at support@plink.tech.

3.9. In the event that your Account is unused for 2 years or longer, we may delete your Account and we shall not be liable for any losses or be obliged to recover your Account.

3.10. 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 procedures abuse, by sending an email to support@plink.tech.

4. MATCHMAKING AND SOCIAL SUBSCRIPTION

4.1. After opening an Account, you will be able to browse through users of the Plink App and select those with whom you would like to play cooperative games. If this is mutual, we will match you with the said user so you can start a private chat.

4.2. Accessing the full scope of Services is possible by subscribing to the Services by confirming the purchase of a subscription with an applicable payment provider in the Plink App or through the Website (“**Subscription**”). The Company shall in its sole discretion determine what Services shall be available with and without the Subscription and can change the scope of the Subscription at any time without prior notice.

4.3. After confirming the Subscription, you will be charged with a chosen payment method for an amount, displayed on the Plink App or the Website. If the Subscription you have chosen is charged on an auto-renewing basis, upon the end of the initial period the fee for the Subscription will be charged for the same period until you cancel it (at least 24 hours before the period ends). The charge for the next period will be made within 24 hours after the start of the period.

4.4. You acknowledge and agree that we may use third-party payment platforms and systems to process transactions on our behalf through the Website (e.g., Solidgate). As a result of this processing, you will be able to make a payment and we will be notified that the payment has been made. We will not store or collect your payment details ourselves. This information will be provided directly to our third-party payment system as described in more detail in our [Privacy Notice](#).

4.5. If you cancel the Subscription, you will still be able to use the Services for the period remaining until the next fee should have been charged. We will not refund the unused portion of the Subscription to you. For any information regarding our third-party processing systems’ dispute resolutions and chargebacks, please visit their website or contact them directly.

4.6. When you purchase a Subscription, you yourself will be responsible for any taxes or payment fees that may apply.

4.7. We reserve the right to deploy new types of subscriptions and terms of free trials in the Plink



App or on the Website, change the price for Subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Subscriptions will take effect at the start of the next Subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing prior to the price change going into effect.

4.8. After purchasing a Subscription, you will also be able to instantly see which users would like to play with you.

4.9. After purchasing a Subscription, your Account will be marked with a special symbol and/or text to indicate an active Subscription.

4.10. After purchasing a Subscription, you will be able to customize certain features of your Account, such as your nickname.

4.11. After purchasing a Subscription, you will be able to interact with users in public or private chats.

Any user of the Plink App can join and interact in the public chat.

Private chats are only accessible by users of the Plink App, who are invited in them by other users.

4.12. After purchasing a Subscription, you will receive access to premium features, which include but not limited to the following:

- access to filters in matching with users;
- priority status in matching with users;
- option to share statistics with friends;
- option to create your own hubs;
- ability to customize the appearance of your Account.

4.13. Purchase of Subscriptions through the Website will be processed via our third-party processing system.

5. FREE TRIAL

5.1. Before being charged for a Subscription, you can initiate a free trial of the Services (“**Free Trial**”).

5.2. The Free Trial will last for 3 days and you will be charged for a Subscription fee on the last day of the Free Trial. You will always be charged at the end of the Free Trial unless you manually cancel the Subscription (at least 24 hours before the Free Trial ends).

For additional information about Free Trial or Subscription purchased through the Plink App, please see [Apple’s Billing and Subscription](#) and [Google Play’s Billing System](#) policies.

5.3. After activating the Free Trial, you shall have limited access to the Services in Section 4 above. The scope of Services available to you during the Free Trial can change at any time.

6. IN-APP GIFTS

6.1. After opening an Account, you can send gifts inside the Plink App to other users (“**Gifts**”). The Gifts are not included in the Subscription.

6.2. Gifts available shall be displayed in the Plink App and can change at any time.

6.3. You will be charged for sending the Gift to another user according to the price displayed in



the description of the Gift.

6.4. The Gift will only be sent to a recipient upon the successful payment of the fee.

6.5. When sending the Gift, you can also attach a short text message to it.

6.6. The recipient of the Gift will receive a notification in the Plink App about receiving the Gift. To reveal the content of the Gift, the recipient will have to press an “Open” (or equivalent) button on the Plink App.

6.7. The Gifts serve aesthetic purposes only and do not provide access to any additional services. The Gifts also do not have any real-life equivalents and only exist inside the Plink App.

7. CUSTOMER SUPPORT

7.1. If you need any help when using the Website or the Plink App, you can contact our Customer Support at support.@plink.tech.

7.2. Among others, the Customer Support can help you with tech difficulties you have when using the Website or the Plink App or bugs on the Website or the Plink App.

7.3. Company’s representative will answer you within 24 hours during regular business hours to help you with your request.

8. USER CONDUCT

8.1. You agree to abide by these Terms and check out the amended Terms as required.

8.2. You are responsible that other people using the Website through your Internet access are familiar with these Terms and not violate them.

You are responsible that other people using the Plink App through your mobile phone are familiar with these Terms and not violate them.

8.3. When using the Services, communicating and leaving comments using the Website and/or the Plink App, you undertake to not:

- 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, sexual orientation or otherwise;
- behave in a manner that may be defamatory, obscene, discriminatory, offensive, hateful, threatening deceptive or inflammatory, or otherwise objectionable;
- 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;
- share any content that sexualizes minors, including but not limited to, apps that promote pedophilia or inappropriate interaction targeted at a minor;
- engage in any self-destructive behavior such as suicide threats, intentional physical trauma, illegal use of drugs, illegal or dangerous consumption of alcohol, and dangerous or distracted driving;
- submit content that depicts, glorifies, encourages, or supports terrorism, or violent extremist actors or acts;
- submit content or conduct activities that may threaten or promote sexual violence or exploitation;



- submit content that may contain or promote sexual content or profanity, including pornography, or any content or services intended to be sexually gratifying;
- submit content that lacks reasonable sensitivity towards or capitalize on a natural disaster, atrocity, health crisis, conflict, death, or other tragic event;
- 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 Plink App, including but not limited to any personal information;
- promote illegal activity;
- infringe any copyright, database right, trademark or other right of any other person; or
- promote, assist or encourage any user to communicate in any way prohibited by these Terms.

8.4. 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.

8.5. 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
- attempt to 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).

8.6. We reserve all rights to suspend, block or close the Account of and/or take legal and/or regulatory action against any User acting in breach of these Terms.

9. LIABILITY

9.1. In case of non-performance or improper performance of their obligations, you and the Company (together, the “**Parties**”) may be held liable according to the applicable law, unless otherwise expressly stated by these Terms.

9.2. 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 fulfilment 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.

9.3. 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.

9.4. A Party that has 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.

9.5. 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.

10. DISCLAIMERS AND LIMITATIONS OF LIABILITY

10.1. We will not be responsible, or liable to any third-party conduct, for the content or accuracy of any content or listings posted by you or any other user.

10.2. We are continually improving 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 the information and specifications given are for your information only and are subject to change without notice.

10.3. 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.

10.4. The Website and/or the Plink App can contain links to other websites or services, which do not belong to the Company and we do not control them.

The Company shall not be responsible for the content, privacy practices and the functioning of other websites and services.

Please, read public documents of these websites and services.

In particular, the Plink App hosts CRYCASH Reward Platform – a platform where players take in-game objectives and earn rewards for completing them. The Plink App does not provide the service of CRYCASH Reward Platform but rather serves as a method of tracking the progress in various games.

To learn more about CRYCASH Reward Platform, please see CRYCASH Reward Platform [Terms and Conditions](#).

We use YouTube API services, to learn more about it, please see [YouTube Terms of Service](#), [Google Terms of Service](#) and [Google Privacy Policy](#). By using the Plink App or the Website, you are agreeing to be bound by [YouTube Terms of Service](#).

10.5. 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.

10.6. We do not guarantee that the Website and/or the Plink App 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 and/or the Plink App. You should use your own virus protection software.

10.7. 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 and/or the Plink App, the server on which the Website and/or the Plink App is stored or any server, computer or database connected



to the Website and/or the Plink App. 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 cooperate 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.

10.8. 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 (“**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.

10.9. 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.

10.10. 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; or
- any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

10.11. We reserve the right to suspend, block or close your account in the event of any breach or suspected breach of these Terms at our sole discretion.

10.12. If we fail to enforce a right under these Terms, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

10.13. You acknowledge that these Terms, 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 the Company.

10.14. You hereby confirm that you own or otherwise control all of the rights to your User Content, including all the rights necessary for you to contribute your User Content to the Company. You are solely and entirely responsible for all of your User Content that you contribute to the Company. You shall assume all risks associated with the use of your User Content.

By posting User Content you give us a free, perpetual, irrevocable, sublicensable and transferable license to use User Content for marketing and promotional purposes with the territory of the entire world.



11 INTELLECTUAL PROPERTY RIGHTS

11.1. All components of the Website and the Plink App, 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.

11.2. The users acknowledge and agree that all content and materials available on the Website and the Plink App 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 and the Plink App without the written permission of the Company is strictly prohibited.

11.3. Except as specifically defined by the Company, the users agree to not 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.

12. DISPUTE RESOLUTION

12.1. We shall endeavor to resolve through negotiations all disagreements that may arise between us.

12.2. The users agree 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 an effective and binding means of communication.

12.3. If the parties fail to reach an agreement on the dispute within 30 calendar days, the dispute shall be submitted to the competent court under the laws of Nevada, USA.

13. FINAL TERMS

13.1. These Terms shall remain in force until terminated by the Company. The Company may terminate these Terms at any time at its discretion without explaining the reasons for this decision.

13.2. Users may at any time terminate the agreement between them and the Company by deleting the Plink App from their devices. Please note that merely deleting the Plink App will not cancel the Subscription.

13.3. If any questions have not been regulated by these Terms, they shall be regulated under the applicable law.

13.4. These Terms of Use, our Privacy Notice, Cookie Notice and Refund Policy constitute the entire agreement between you and us depending on your use of the Website and/or Plink App.

13.5. If you have any comments, questions or complaints, please contact us at support@plink.tech.