

XCBT: Terms of Use

- Updated November 1, 2024.

IMPORTANT!

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

1. USER AGREEMENT

XCBT LABS LCC (the “XCBT”), the LLC duly established in Saint Vincent and the Grenadines (the “Saint Vincent”), owns and operates its own website (the “Website”) that links to these terms of use (the “Terms of Use”). We are pleased to offer you access to our Website and the ability to participate in our online gaming tournaments of skill, other content, products, services, and promotions (collectively the “Services”) that we may provide from our Website, subject to these Terms of Use, our privacy policy (the “Privacy Policy”) and the official rules and regulations for the applicable tournaments and promotions (the “Rules” or “Rules and Scoring,” and together with the Terms of Use and the Privacy Policy, the “Agreements”).

2. CONSIDERATION

You agree to these Terms of Use by accessing or using the Website, registering for Services offered on the Website, or by accepting, uploading, submitting or downloading any information or content from or to the Website. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE WEBSITE. These Terms of Use constitute a legal agreement between you and XCBT and shall apply to your use of the Website and the Services even after termination.

From time to time, XCBT may define additional, specific terms, codes of conduct or guidelines that govern your use of the Website or any special events (“Special Events”). In the event of a discrepancy between these Terms of Use and any other writing posted on the Website by XCBT, including the Special Events, these Terms of Use shall prevail. In no way shall this provision be construed to incorporate, acknowledge or make any recommendation regarding third-party terms and conditions, for example, terms and conditions that may govern your use of any third-party equipment, games

or content. It is solely your responsibility to ensure that your use of any and all third-party equipment, games or content is in compliance with any and all third-party requirements.

3. ELIGIBILITY

As a general rule, if you are 18 years or older, you may open your own account and participate in all tournaments, or win prizes offered by the Website. In jurisdictions, territories, and locations where the minimum age for permissible use of the Website is greater than 18 years old, you must meet the age requirement in your local jurisdiction or territory.

You may establish only one account per person to participate in the Services offered on the Website. In the event XCBT discovers that you have opened more than one account per person, in addition to any other rights that XCBT may have, XCBT reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes. You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms of Use to allow any other person to use your account to participate in any tournament. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

You agree to hold XCBT harmless from any liability such that It cannot be held liable if laws applicable to You restrict or prohibit Your participation in any Special Events or tournaments arranged and established through the Website or otherwise. We make no representations or warranties, implicit or explicit, as to Your legal right to participate in any Special Events facilitated nor shall any person affiliated, or claiming affiliation with XCBT, have authority to make such representations or warranties.

“Authorized Account Holder” is defined as the natural person 18 years of age or older who is assigned to an e-mail address or an electronic wallet account by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses and electronic wallet accounts for registration on the Website. By inputting a payment method to participate in the tournaments, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method

account used to make any deposit(s) on the Website. It shall be a violation of these Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

XCBT employees may use the Website, and will from time to time do so for the purpose of testing the user experience, socializing and competing with customers to build community, and other reasonable and fair uses at the discretion of XCBT.

4. TOURNAMENT ENTRY

You will be able to visit the Website and view the game(s) available for participation in the tournament(s)(the "Tournament(s)"). Each Tournament requires a respective Tournament ticket, which has limited quantity, and You need to register for the Tournament with the ticket.

Tournament tickets can be purchased using fiat currency, cryptocurrency, or payment methods affiliated with the XCBT Service, and they can also be obtained as Tournament prizes.

5. REFUND POLICY

All payments are final. No refunds will be issued particularly for any funds lost in skilled gaming tournaments or multi-player tournaments. XCBT's discretion is absolute.

6. CONDITIONS OF TOURNAMENT PARTICIPATION

By entering a Tournament, entrants agree to be bound by these Rules and the decisions of XCBT, which shall be final and binding in all respects. XCBT, at its sole discretion, may disqualify any entrant from a Tournament, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct XCBT deems to be improper, unfair or otherwise adverse to the operation of the Tournament or is in any way detrimental to other entrants. Improper conduct includes, but is not limited to:

Falsifying personal information required to enter a Tournament or claim a prize;

Engaging in any type of financial fraud including unauthorized use of credit instruments

to enter a Tournament or claim a prize;

With the exception of team events, colluding with any other individual(s) or engaging in any type of syndicate play;

Any violation of Tournament rules or the Terms of Use;

Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website or of any user for any purpose.

Any type of bonus abuse, abuse of the refer-a-friend program, or abuse of any other offers or promotions;

Using so-called "Smurf" accounts (accounts that are operated in addition to the main account and whose rank is deliberately kept low to compete against weaker players online) on the platform. Which are either reported by other users or stand out for other reasons;

Tampering with the administration of a Tournament or trying to in any way tamper with the computer programs or any security measure associated with a Tournament;

Obtaining other entrants' information and spamming other entrants; or

Abusing the Website in any way.

XCBT reserves the right to close or suspend the accounts of, and void all account balances and entries by any person where, in XCBT's reasonable opinion, the account has not been operated with integrity, followed XCBT's conditions of participation and/or the matches had not been played on a good faith basis. XCBT can in its sole discretion, withhold any or all related funds in the Account pending the outcome of an investigation on that account.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent XCBT from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Tournament or accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless XCBT, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Tournament, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any

claims based on publicity rights, defamation, or invasion of privacy. XCBT may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any payout.

XCBT is not responsible for:

Any incorrect, invalid, or inaccurate entry information;

Human errors and technical malfunctions, including failures of public utilities;

Omissions, interruptions, or issues related to computer online systems, data, computer equipment, servers, providers, or software. This includes software and operating systems that may prevent an entrant from participating in a Tournament;

Any injury or damage to an entrant's or another person's computer or video equipment related to or resulting from participation in a Tournament;

Inability to access the Website or any web pages associated with it;

Theft, tampering, destruction, unauthorized access, or alteration of entries and/or images of any kind;

Data that is processed late, incorrectly, incompletely, or lost due to telephone or postal issues, computer or electronic malfunctions, transmission systems, the Internet, or any service provider's facilities; or

Typographical, printing, or other errors, or any combination thereof.

XCBT is not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a Tournament is not capable of running as originally planned, or if a Tournament, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Tournament in accordance with the Terms of Use or applicable Tournament rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of XCBT corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Tournament, XCBT reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Tournament, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY TOURNAMENT IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD

SUCH AN ATTEMPT BE MADE, XCBT RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries become the property of XCBT and will not be acknowledged or returned.

To be eligible to enter any Tournament or receive any prize, the Authorized Account Holder may be required to provide XCBT with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, XCBT will, in its sole and absolute discretion, utilize certain information collected by XCBT to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Tournament must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Where legally permissible, both entrants and winners grant consent for XCBT to use their name, voice, and likeness/photograph in connection with the development, production, distribution, and/or exploitation of any Tournament or the Website. Winners agree that from the date they are notified of their potential winner status until XCBT informs them otherwise, they will make themselves available for XCBT's publicity, advertising, and promotional activities.

XCBT reserves the right to move entrants from the Tournaments they have entered to substantially similar Tournaments in certain situations determined by XCBT in its sole discretion.

7. TOURNAMENT PRIZES AND PROMOTIONS

Prizes will only be awarded if a Tournament is run. We reserve the right to cancel Tournaments at any time. In the event of a cancellation, all issued tickets will be refunded to the purchasers except as specifically provided in these Terms of Use.

Guaranteed prizes are offered in connection with some of the Tournaments offered by the Website. Each Tournament or promotion is governed by its own set of official Rules. We encourage you to read such Tournament and promotions Rules before participating.

8. OTHER LEGAL RESTRICTIONS

TOURNAMENT OF SKILL AND EFFORT

Tournaments offered on the Website are tournaments of skill and efforts. Winners are determined by the objective criteria described in the Tournament deadline, roster, Rules, scoring, and any other applicable documentation associated with the Tournament. From all entries received for each Tournament, winners are determined by the individuals who use their skill and marketing efforts and rules to accumulate the most points according to the corresponding Scoring Rules. The Website and Tournaments may not be used for any form of illicit gambling.

TOURNAMENT RESULTS

Tournament results and prize calculations are based on the final statistics and scoring results at the completion of the last game within the deadline of each individual Tournament. Once Tournament results are reviewed and graded, prizes are awarded. The scoring results of a Tournament will not be changed regardless of any official statistics or scoring adjustments made at later times or dates, except in XCBT's sole discretion.

XCBT reserves the right, in its sole and absolute discretion, to deny any participants the ability to participate in head-to-head tournaments for any reason whatsoever. Further, XCBT may, in its sole and absolute discretion, invalidate any head-to-head tournament result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

PRIZES

At the conclusion of each Tournament, prizes will be immediately awarded except in circumstances where technical failure or other reasons prevent such timely payout. Prizes won are added to the winning participants account balance. In the event of a tie, prizes are divided evenly amongst the participants that have tied.

XCBT reserves the right, in its sole discretion, to cancel or suspend the tournaments (or any portion thereof) should virus, bugs, unauthorized human intervention, or other

causes corrupt administration, security, fairness, integrity or proper operation of the Tournament (or any portion thereof) warrant doing so. Notification of such changes may be provided by XCBT.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, XCBT may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the XCBT Website. XCBT may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. DISCLAIMER OF WARRANTIES

The Website, including, without limitation, all content, software, and functions made available on or accessed through or sent from the Website, is provided "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS." To the fullest extent permissible by law, XCBT and its parents, subsidiaries, and affiliates make no representation or warranties or endorsements of any kind whatsoever (express or implied) about: (a) the Website; (b) the content and software on and provided through the Website; (c) the functions made accessible on or accessed through the Website; (d) the messages and information sent from the Website by users; (e) any products or services offered via the Website or hypertext links to third parties; and/or (f) security associated with the transmission of sensitive information through the Website or any linked site. XCBT does not warrant that the Website, any of the Website's functions, or any content contained therein will be uninterrupted or error-free; that defects will be corrected; or that the Websites or the servers that make them available are free of viruses or other harmful components. XCBT does not warrant that your activities or use of the Website is lawful in any particular jurisdiction and, in any event, XCBT specifically disclaims such warranties. You understand that by using any of the features of the Website, you act at your own risk, and you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Website or the content. Further, XCBT and its parents, subsidiaries, and affiliates disclaim any express or implied warranties including, without limitation, non-infringement, merchantability, fitness for a particular purpose, and title. XCBT, its parents, subsidiaries, and affiliates, and the directors, officers, employees, and other representatives of each of them, shall not be liable for the use of the Website including, without limitation, the content and any errors contained therein. Some jurisdictions limit or do not allow the disclaimer of implied or other

warranties, so the above disclaimer may not apply to the extent such jurisdiction's law is applicable to this Agreement.

10. LIMITATION OF LIABILITY

You understand and agree that XCBT limits its liability in connection with your use of the website as set forth below: Under no circumstances shall XCBT, its parents, subsidiaries, or affiliates, or the directors, officers, employees, or other representatives of each of them (the "XCBT Entities" and "Individuals", respectively), be liable to you for any loss or damages of any kind (including, without limitation, for any special, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages) that are directly or indirectly related to (1) the website, the content, or your upload information; (2) the use of, inability to use, or performance of the website; (3) any action taken in connection with an investigation by XCBT or law enforcement authorities regarding your use of the website or content; (4) any action taken in connection with copyright owners; or (5) any errors or omissions in the website's technical operation, even if foreseeable or even if XCBT Entities and individuals have been advised of the possibility of such damages whether in an action of contract, negligence, strict liability tort (including, without limitation, whether caused in whole or in part by negligence, acts of God, telecommunications failure, or theft or destruction of the website). In no event will XCBT Entities and individuals be liable to you or anyone else for loss or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall XCBT Entities and individuals total liability to you for all damages, losses, or causes of action exceed one hundred dollars (\$100). XCBT Entities and individuals are not responsible for any damage to any user's computer, hardware, computer software, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction. Your access to and use of this Website is at your risk. If you are dissatisfied with the website or any of the content, your sole and exclusive remedy is to discontinue accessing and using the website or the content. You recognize and confirm that in the event you incur any damages or losses that arise out of XCBT's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website or other property owned or controlled by XCBT Entities or your upload information, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition, or exploitation of any company website or other property or your upload information or any and all activities or actions related thereto. By accessing the Website, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected. Accordingly, you agree to waive

the benefit of any law, including, to the extent applicable, that otherwise might limit your waiver of such claims.

11. INTELLECTUAL PROPERTY RIGHTS

The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the “Intellectual Property”), are owned by or licensed to XCBT, subject to copyright and other intellectual property rights under foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. XCBT reserves all rights not expressly granted in and to the Website and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

Some of the Services may allow you to submit or transmit audio, video, text, or other materials (collectively, “User Submissions”) to or through the Services. When you provide User Submissions, you grant to XCBT, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sub-licenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

In addition, you agree that any User Submissions you submit shall not contain any material that is, in the sole and absolute discretion of XCBT, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, “Prohibited Content”). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to XCBT, may result in account suspension or termination.

XCBT respects your ownership of User Submissions. If you owned a User Submission before providing it to XCBT, you will continue owning it after providing it to us, subject to any rights granted in the Terms of Use and any access granted to others. If you delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If your User Submission is shared with third parties, those third parties may have retained copies of your User Submissions. In addition, if XCBT made use of your User Submission before you deleted it, XCBT will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after you delete the User Submission. Terminating your account on a Service will not automatically delete your User Submissions.

XCBT may refuse or remove a User Submission without notice to you. However, XCBT have no obligation to monitor User Submissions, and you agree that neither XCBT nor its parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, XCBT does not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You represent and warrant that you have all rights necessary to grant to XCBT the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

12. ARBITRATION, CONSENT TO JURISDICTION IN SAINT VINCENT, ATTORNEY'S FEES

Any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website (including all commercial transactions conducted through the Website) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be

settled by binding arbitration before a single arbitrator appointed by the Saint Vincent

in accordance with its then governing rules and procedures, including the Supplementary Procedures for consumer-related disputes, where applicable. In agreeing to arbitrate all Claims, you and XCBT waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in Saint Vincent and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Saint Any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website (including all commercial transactions conducted through the Website) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be settled by binding arbitration before a single arbitrator appointed by the Saint Vincent

in accordance with its then governing rules and procedures, including the supplementary procedures for consumer-related disputes, where applicable. In agreeing to arbitrate all Claims, you and XCBT waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in Saint Vincent and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Saint Vincent. This arbitration provision shall survive termination of this Agreement. Subject to the limitations set forth below, the arbitrator shall have authority to award legal and equitable relief available in the courts of Saint Vincent, provided that:

The arbitrator shall not have authority to award punitive damages; and

Any and all claims shall be arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. You and XCBT agree that the arbitrator shall have no authority to arbitrate any Claim as a class action or in any other form other than on an individual basis.

For any Claims that are not subject to arbitration: (a) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within Saint Vincent, and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the forum is not appropriate or

convenient; (b) you and XCBT waive any and all rights to trial by jury with respect to any Claims.

In the event either party initiates a proceeding involving any claim other than arbitration in accordance with this section, or initiates a proceeding involving a claim under this section outside of the agreed forum, the other party may recover all reasonable attorney's fees and expenses incurred in enforcing the arbitration agreement and compelling the parties to adhere to the agreed forum.

13. PROHIBITED USES OF THE WEBSITE AND SERVICES

ILLEGAL FUNDS

By entering into this Agreement and using the Website and Services, you declare that the source of funds used by you on the Website is not illegal and that you will not use the Website or Services in any way as a money transfer system. You will not use the Service for any unlawful activity or prohibited transaction under the laws of any jurisdiction that applies to you. If XCBT suspects that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including without limitation, money laundering activities, your access to the Service may be suspended or terminated immediately and/or your Account blocked, and XCBT shall be entitled to inform relevant authorities. You will cooperate fully with XCBT to investigate any suspected unlawful, fraudulent or improper activity.

COLLUSION

Collusion occurs when two or more users attempt to gain an unfair advantage by sharing knowledge or other information to other users' disadvantage. Any user who attempts to collude or colludes with any other user while using the Service may be permanently banned from using the Service and their Account may be terminated immediately. XCBT will use commercially reasonable efforts to investigate complaints registered against users suspected of collusion. If XCBT is informed during play about suspected collusive behavior, it may, in its sole discretion, terminate suspected users' access to the Service and/or block their accounts. However, under no circumstances shall XCBT be liable for any loss, whatsoever, sustained by you as a result of the collusive, or otherwise unlawful activity of any person using the Service and no user shall have the right to require XCBT to take any other steps against users suspected

of collusion, cheating or any other form of fraud.

ABUSE

By entering into this Agreement, you agree that you will not use any technique other than pure skill. Such techniques may include, but are not limited to, establishing multiple accounts, the use of program codes or commands or any adapted hardware or software to assist play, the impersonation of another user or account, or deliberately losing games for the purpose of getting a competitive advantage.

14. FEEDBACK/REVIEW SYSTEM

You may voluntarily participate in Feedback/Review session during or after the Tournament to receive additional or separate rewards. Such Feedback/Review will be conducted within XCBT or through affiliated services, and XCBT Entities may select among users who wish to participate in the Feedback/Review at its own absolute discretion. The content of the Feedback/Review shall become the property of XCBT, and XCBT may provide such information to the game developers conducting the Tournament and to third parties providing services affiliated with XCBT.

15. MISCELLANEOUS

Nothing in the Terms of Use shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Tournament on the Website, you agree to indemnify, protect, defend and hold harmless Entities, from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with your use of the Website, any payment methods used, any funding of your account, and/or your participation in any Tournament. The Website may contain links to third party websites that are not owned or controlled by XCBT. XCBT has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, XCBT will not and cannot censor or edit the content

of any third-party site. By using the Website, you expressly relieve XCBT from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and XCBT.

Third-party online publishers that refer users to the XCBT website shall not be responsible or liable for the XCBT website or any of the content, software, or functions made available on, or accessed through, or sent from, the XCBT website.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and XCBT's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

XCBT reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after we change the Terms of Use, you accept all changes. The failure of XCBT to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of XCBT (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

The Website and other trademarks contained on the Website are trademarks or registered trademarks of XCBT in all countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels on the Website.