



# INFORMATION

Bitterplay (the Service accessible at BITTERPLAY.XYZ) is a platform for buying in-game matches versus famous world champions at eSports games. It is a digital service maintained by Bitterplay OÜ (registry code 14601737) from Estonia.

TRADE NAME: BITTERPLAY OÜ  
REGISTRY CODE: 14601737  
VAT NUMBER: Not required yet  
OFFICE ADDRESS: Järvevana tee 9-40, Tallinn, 11314, Estonia  
OFFICE PHONE: +372 884 09 03  
OFFICE EMAIL: future@bitterplay.xyz

ACTIVITY TYPE: 62011 Computer programming activities

COMMITMENT: The Company ensures that it has all the appropriate agreements with all the rights holders to issue game cards, organize personal matches against world champions at eSports games, to assure other relevant capacities to execute this commitment. Buying a match means getting the right to play against a world champion at eSports game, which will take place at a time defined in a game card or time convenient for the User, as an exception. Two match maps amid the common ones are defined in the game card. In the unlikely event of a match cancellation, a refund is to be immediately done.

REFERENCES: In accordance to Goldman Sachs, eSports are moving into the mainstream. In 2018, it is estimated the global monthly audience for eSports will reach 167 million people. It is becoming a clear investment grade market.



# CHARGEBACKS

The Company makes comprehensive efforts to prevent fraud and chargebacks. It ensures that every buyer will obtain a relevant gaming card and a right to play against a relevant world champion at a relevant eSports game as it must be.

## ELIGIBILITY:

The Company considers and supervises each complaint on a case by case basis. A complaint should be reasonable. In accordance with the Consumer Protection Act, consumers have the right to demand compensation for any patrimonial or non-patrimonial damage caused to them. A cause must be proven by an applicant.

## UNACCEPTABILITY:

If a game card and a match are materially similar to the description and it is issued and organized in the way it must be, there is generally no obligation to provide a chargeback in cases:

- a) the User doesn't want to use a game card or play a match after he (or she) paid and bought it or his (or her) mind simply changed; or
- b) a game card or a match did not meet somebody's expectations or it was missed or bought by the User's mistake; or
- c) the User has no sufficient skills to play; or
- d) the User asks for goodwill.

## ACCEPTIBILITY:

A game card or a match is materially different from the description, a payment option holder didn't give an appropriate consent to use it, etc.



# TERMS OF USE

By visiting, joining, or using Bitterplay (the Service accessible at BITTERPLAY.XYZ), you consent to the rules described in this Terms of Use that are made in the full conformity with the European Union law, including the Civil Code of Estonia.

1. The Service is not available to persons under the age of 16. If you are between the ages of 16 and 18 (or in any age before the age of legal majority or legal capacity in your jurisdiction of residence), you may only use the Service under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

2. The Service is also not available to any users previously removed from the Service by the Company. Finally, the Service is not available to any persons barred from receiving them under the European Union laws (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

3. BY VISITING, JOINING, OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE AT LEAST 16 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE IN ANY AGE BEFORE THE AGE OF LEGAL MAJORITY OR LEGAL CAPACITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM RECEIVING THE SERVICE. YOU AGREE NOT TO VIOLATE ANY LAW, CONTRACT, INTELLECTUAL PROPERTY OR OTHER THIRD-PARTY RIGHT OR COMMIT A DELICT, AND THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR CONDUCT WHILE ON THE SERVICE.

4. You are solely responsible for maintaining the confidentiality of your account and password, for restricting access to your computer, and for all activities that occur under your account or password. Please make sure the information you provide upon registration and at all other times is true, accurate, current, and complete to the



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to the best of your knowledge. We may permit you to register for and log on to the Service via certain third party services. Unless expressly permitted in writing by the Service, you may not sell, rent, lease, share or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account.

5. The Company ensures that it has all the appropriate agreements with all the rights holders to issue game cards, organize personal matches against world champions at eSports games, to assure other relevant capacities to execute this commitment.

6. Buying a match means getting the right to play against a world champion at eSports game, which will take place at a time defined in a game card or time convenient for the User, as an exception. Two match maps amid the common ones are defined in the game card. In the unlikely event of a match cancellation, a refund is to be immediately done. Cheats are prohibited.

7. Payment processing related to the Service is performed by the third-party licensed partner on behalf of the Company. You represent that you are the payment option holder or you have his (or her) appropriate consent to use it for payments.

8. The Service is owned and maintained by the Company. All materials contained on the Service are the property of the Company or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by the Company, by agreeing to these Terms of Use you are granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Service for your personal use or internal business use only.

9. We reserve all rights not expressly granted in these Terms of Use. The Company can terminate this license at any time, without notice,



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including where we reasonably consider that: (a) your use of the Service violates these Terms of Use or applicable law; (b) you fraudulently use or misuse the Service; or (c) we are unable to continue providing the Service to you due to technical or legitimate business reasons.

10. If any provision of these Terms of Use or any document is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Use or any document to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

11. The Company may amend any of the terms of these Terms of Use by posting the terms. Your continued use of the Service after the effective date of the revised Terms of Use constitutes your acceptance of the terms.

12. Any disputes, claims or causes of action arising out of or in connection with these Terms of Use will be governed by and construed under the laws of the jurisdiction of the Company.





# PRIVACY POLICY

By visiting, joining, or using Bitterplay (the Service accessible at BITTERPLAY.XYZ), you consent to the rules described in this Privacy Policy that is made in the full conformity with the European Union law, including the GDPR, and other laws.

1. Bitterplay collects Personal Data (information that specifically identifies an individual, such as their name, address, telephone number, mobile number or email address or other information about that individual that is directly linked to Personal Data) for the purpose of providing and maintenance of the Service, for billing and for establishment of the provisions of this Policy. By joining up the Service, the User has agreed to provide Bitterplay with the actual and accurate information required for the purposes mentioned above.

2. Bitterplay does not share Personal Data of the User with third parties, except for those who are engaged in the providing and maintenance of the Service, billing, and establishment of provisions of this Policy.

3. Bitterplay reserves the right to disclose Personal Data (i) as required by law and when it is reasonably assumed this disclosure is necessary to protect Bitterplay's rights; (ii) to comply with judicial proceedings, court orders or legal process served on the Service; (iii) in connection with an actual or proposed corporate transaction or insolvency proceeding involving all or a part of the business or asset to which the Personal Data pertains.

4. Bitterplay may also track certain non-personal data related to the User's use of the Service by way of using different technologies (such as cookies, log files) for statistical, internal analytics and research purposes. Bitterplay may share such non-personal data in accordance with its business needs.



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5. This Privacy Policy covers only information that is collected on the Service and does not cover any website to which it may link.

6. Bitterplay may use an email provided by the User for notification, security, support and maintenance advisories, newsletters, surveys, offers, and other promotional materials related to the Service or changes to this Policy. Bitterplay provides the User with the right to “opt-out” of using Personal Data for promotional communication by the unsubscribing from emails.

7. Bitterplay may receive comments and feedback related to the Service or the from Users and place it on the Service or other sources for promotional purposes and other business needs. For publishing such content Bitterplay may identify the authors by their first and last name and indicate their Steam ID. By providing such comments and feedback the User gives Bitterplay consent to post his or her name along with the comment or feedback.

