

## 1. DATA ON THE WEBSITE OPERATOR

FUTDEAL LLC. is the exclusive operator of [www.justplay72.com](http://www.justplay72.com)

Company name: FUTDEAL LLC.

Registered office: 5654 Marquesas Circle, Sarasota, Florida, 34233 United States

Tax ID (EIN): 83-2601452

E-mail address: [info@justplay72.com](mailto:info@justplay72.com)

## 2. GENERAL TERMS OF SERVICE

By registration on the website and with confirmation thereof, a contract is concluded by electronic means between FUTDEAL LLC. and the user of the service referred to in the present Contract in accordance with the General Terms and Conditions of Contract ("GTC") hereunder.

These GTC lay down the rules for using services related to the legal relationship established between the parties and the use of the platform, and the rights and obligations of the parties. By accepting these GTC, the user shall accept and regard as valid the conditions and rules of participation, and other such conditions and rules applied by JUSTPLAY72.

During the legal relationship with JUSTPLAY72, in relation to its activity the customer is only due rights listed in the present GTC. With regard to its activity relating to JUSTPLAY72, user shall irrevocably waive any financial claims not detailed in writing or expressly provided for in writing in relation to both JUSTPLAY72 and other users.

### *Reliability of information, disruption*

JUSTPLAY72 cannot guarantee that the laws of the user's country of nationality permit use of the website. User is responsible for enquiring in relation to the above. The digital licence key belonging to the user account available on the website grants access to software that is not stored on physical storage media. Software licenses grant access to licenses provided by the publisher. Related rules are regulated by the contractual terms of the software publisher, over which JUSTPLAY72 has no control.

JUSTPLAY72 shall not be liable for any damage resulting from use of the website and/or use of the information hereunder, faulty operation or inaccessibility of the website, including various services thereof, whether as a result of a failed internet connection and/or disruptions in the service of internet service providers and/or the computers of JUSTPLAY72 and/or the computers of the user. Loss in the period of availability caused by disruptions in the online clearing system, in the operation of the web office or events of force majeure affecting the telecommunication network falls within the scope of such events, provided that in cases falling outside of the scope of force majeure JUSTPLAY72 shall take all reasonable steps without delay to repair and restore IT equipment falling under its authority. Based on its technical status JUSTPLAY72 cannot undertake continuous availability.

### *Copyright*

The present website, information downloadable from here and other elements advertised here are subject to and under protection of international copyright laws.

Pursuant to laws in force, criteria for fair use shall apply to the use of the website. Information may not be copied, modified, distributed or used for commercial purposes without the permission of the copyright holder.

The resale or licensing of user accounts uploaded to the site is not possible and is strictly prohibited. The user may continue to use software activated with licence keys in accordance with rules applied by the provider of the user account.

### *Modification of terms*

JUSTPLAY72 reserves the right to modify the website from time to time, including the introduction of new services and/or termination of existing ones, and/or modification of instructions and terms relating to the use of the website, and/or termination of the entire website or parts thereof. Before modifications, JUSTPLAY72 shall provide timely information to ensure that the user using the modified / terminated services can dispose over the services he/she uses and any necessary refunds resulting from unused subscription periods.

### *Anti-money laundering directives, notification of changes to data, protection of the rights of minors*

JUSTPLAY72 complies with anti-money laundering directives and instructions stipulated by laws in force and takes all reasonable steps to determine the true personal identity of its customers. Upon the request of JUSTPLAY72, its registered customers shall provide a valid copy of certain documents to us if necessary. User declares that his/her provided personal data are true. If in the course of registration the user withheld any material fact, data or information, or provided the same to JUSTPLAY72 in a fraudulent manner, he/she acknowledges that this may entail his/her exclusion from the system. The user shall transfer any changes to his/her data within the JUSTPLAY72 computer system within 5 days. The user declares that his/her legal relationship established and existing with JUSTPLAY72 is not limited or precluded by contracts concluded with third parties. The user may carry out all activities relating to JUSTPLAY72 as an adult having full legal capacity.

## 3. GENERAL DESCRIPTION OF THE SERVICE

JUSTPLAY72 provides a free online platform for users to make available their user accounts for a specific period to third parties in exchange for participation in the Challenge, the terms of which are provided on the site. JUSTPLAY72 has the right to charge a service fee to users for use of the platform. Consideration for access, however, may not be demanded. The user account is not transferable, it grants lawful access to the given user account only for the duration specified in the description provided on the platform. In exchange for making available user accounts, the user may take part in prize games organised by JUSTPLAY72, in which players also participate.

Provision of access is voluntary; after the period specified in the description on the platform, the user may withdraw access without limitation. It follows that JUSTPLAY72 cannot guarantee continuous access to the same account.

JUSTPLAY72 only publishes user options without access data uploaded to the platform, it does not store accounts within its own system, therefore it may not be obliged to grant access to accounts allowing access to specific software. JUSTPLAY72 guarantees secure communication between the parties.

Players using the user account as users may obtain information from the description of the given account as to which software the given user account provides access to.

### *Account protection*

The user granting access to his/her user account for participation in the Challenge may under no circumstances be required to disclose his/her personal account data and security password protecting the account on the JUSTPLAY72 information providing platform. JUSTPLAY72 draws your attention to the fact that it does not request or send security data and passwords to player users, but ensures the secure exchange of information between the parties.

#### *Prize games and online challenges, rankings*

Persons registering user accounts may take part in regularly published online challenges and in prize games as they progress in the published ranking. The ranking of the user cannot be guaranteed if the account access time specified in the platform description expires before inclusion in the ranking.

## **4. CONTRACTUAL TERMS OF SUBSCRIPTION AND LIMITATION OF ACCOUNT USAGE**

### **JUSTPLAY72 platform subscription**

JUSTPLAY72 grants access on the site to parties participating in the Challenge, for which it has the right to deduct a subscription from its service users under the title of platform and guarantee, in 14-day cycles.

The services and individual service fees may vary for each game. A user may use an unlimited number of services on the platform.

The user may freely choose from among the payment methods offered by JUSTPLAY72 and may change such method on the online platform during the subscription period. If on the subscription renewal date the subscription cannot be renewed with the payment method chosen by the user, the subscription shall be suspended and the user notified.

#### *Access, guarantee*

The user may begin use of the account made available within 5 hours from payment of the service fee if he/she sends the access information for the game he/she deems to be lawful to the person uploading the account, the e-mail copy of which shall be displayed by JUSTPLAY72, as platform provider, in the account of the player. If the uploader does not respond to the request, JUSTPLAY72, as platform provider, shall guarantee access to the same game for the player. If access to the given account is not possible for any reason by means determined by JUSTPLAY72, JUSTPLAY72 shall attempt to provide an account with similar content within 5 hours. If it is unable to do so, the subscriber shall be refunded the subscription fee for the given month.

If the usage time indicated in the platform description expires in relation to the given account, amounts spent by the user in relation to software accessed in the account are not subject to the option and right of recovery. Rights originating from micro-transactions related to the software shall remain with the owner of the user account without consideration.

#### *Fraud*

If JUSTPLAY72 detects abusive user conduct in relation to any service, it has the right to exclude the given user from the ranking and the prize games.

## **5. REGISTRATION**

During registration the user is required to provide a genuine e-mail address, name, address and password.

During registration, personal data necessary for providing the service and billing must be provided. The

system does not accept registration without entry of mandatory data.

After registration, JUSTPLAY72 forwards confirmation by electronic means to the e-mail address provided during registration on the user's successful registration.

After registration the user can enter by providing his/her e-mail address / username and his/her chosen password.

By signing the registration, the user authorises JUSTPLAY72 to process, store and regularly use his/her personal data.

JUSTPLAY72 processes personal data provided during registration in accordance with its Privacy Policy in force.

The user may modify personal data provided during registration. The user shall be responsible for not being able to use the service because of failing to transfer changes to his/her mandatory data.

If the user forgets his/her password, it is possible to request JUSTPLAY72 to send a new password to his/her e-mail address provided during registration. The new password is valid for a single entry; after it may be modified by the user to his/her chosen password.

JUSTPLAY72 reserves the right to reject registration in justified cases, or to withdraw it temporarily or permanently, including in particular, but not limited to:

- the submission of false or incomplete data, abuse of the data of other users;
- the breach of the provisions of the present GTC, any abuse of the personal data, personality rights of JUSTPLAY72, the holders of rights and/or other customers, of the service system;
- any abuse of using the user account or unlawful acts;
- any modification or attempted modification of the user account

JUSTPLAY72 shall inform the customer of the reason for rejection or withdrawal in an e-mail message.

#### *Cancellation*

• The service may be cancelled on the dashboard, on the data sheet of the given game

• If the user cancels the service, we cannot guarantee that he/she can continue the game from where he/she left it, as the used account may not necessarily be free when he/she wants to play it again.

• If the user spends extra amounts in the game played, their value will not be refunded after cancellation (see point 4).

## **6. DATA PROCESSING CONDITIONS**

JUSTPLAY72 records and stores data accompanying the application and confirmation conducted on its online contracting platform, and contents of the application filled in by the user. User acknowledges that JUSTPLAY72 has the right to store and process data provided by the user, and to forward the same to parties involved in providing the service. User also acknowledges that JUSTPLAY72 shall be liable for the security of data forwarded on the internet only to the extent of data stored in its own electronic system.

If the user is a natural person, he/she acknowledges that the privacy statement must be accepted online.

## **7. AMENDMENTS TO THE GTC, TRADEMARK RIGHTS**

Any amendment to the GTC shall be deemed approved by the user, provided that such changes are accepted by

the user after the given notice. Customers and website visitors do not have the right to unlawfully use trademarks, product designations, figures, images or symbols used by JUSTPLAY72, unless the relevant party granted its prior consent. Upon breach of such obligation – without prejudice to enforcing other legitimate claims – JUSTPLAY72 has the right to terminate the contractual relationship hereunder with immediate effect.

The user gives his/her consent for JUSTPLAY72 to communicate offers and advertisements – to the extent necessary for operating the system – in person, by phone, SMS, on online communication platforms and by e-mail. If the user objects to such communication in writing, JUSTPLAY72 no longer has the right to send such communication to the customer. In consideration of the provisions hereunder, by entering into this contract the user gives his/her consent for JUSTPLAY72 to assign or otherwise transfer this agreement or its rights and obligation arising therefrom to third party undertakings. Upon legal succession, JUSTPLAY72 shall publish such fact on the JUSTPLAY72 website at least 30 days before the effective date thereof. If the user notifies JUSTPLAY72 in writing that he/she does not wish to enter into a contractual relationship with the successor within 15 days from publication of succession, the legal relationship between the parties shall be terminated on the day preceding effective succession and JUSTPLAY72 may not disclose the data of such user to the successor. This rule is not applicable to general legal succession governed by law (e.g. conversion, demerger, spin-off, merger etc.).

#### **8. SEVERABILITY**

If certain provisions of the user agreement and the present GTC (hereinafter “Agreement”) prove to be invalid, this shall be without prejudice to the whole of the Agreement. The valid provisions of the Agreement shall remain in effect and be enforceable, invalid rules shall be replaced with ones applicable to the legal relationship between the parties, best expressing the content of invalid rules, unless the parties would not have concluded the contract without the provisions that are or qualified as invalid.

#### **9. APPLICABLE LAW, JURISDICTION**

Laws in force where the company operating the JUSTPLAY72 website has its registered office are applicable to the legal relationship hereunder, to matters not regulated in the user agreement or in the GTC. The Parties agree to recognise the courts of the United States of America in the event of any disputes arising from the present contract or in relation thereto, its breach, termination, validity or interpretation. As the central operator of [www.justplay72.com](http://www.justplay72.com) and websites, web pages of subdomains, FUTDEAL LLC. reserves the right to unilateral amend the present General Terms of Use. It shall inform its registered members of possible amendments and terms relating to products on its website, which are also applicable to visitors of the website.

UETA – Uniform Electronic Transactions Act  
UCC – Uniform Commercial Code

#### **10. SUBMISSION OF COMMENTS, COMPLAINT MANAGEMENT**

If the user has any comments or complaints relating to the contract, he/she may submit these to the customer service of JUSTPLAY72 at: [info@justplay72.com](mailto:info@justplay72.com) Upon the written request of the user, JUSTPLAY72 shall send a copy of the contract by e-mail.

It shall review the user’s complaint no later than 30 days after receipt, and inform the submitter by means identical to the submission of the complaint of the review’s result and the remedies available to the customer upon dismissal of the complaint. Laws relating to electronic commerce and distance contracting are applicable to matters not regulated in the present contract and in related documents.

#### **11. CONFIDENTIALITY**

The parties acknowledge that any data, fact, information etc. (hereinafter “data”) concerning the activity of the other party that would breach or pose a risk to the legitimate financial, economic or security interests of the holder of data if made public, acquired or used by unauthorised parties, shall constitute the business secret of the other party, if not otherwise qualified as another type of secret by law.

JUSTPLAY72 shall manage secrets it obtains in accordance with relevant laws and the GTC hereunder.

Within the scope of its confidentiality obligation, JUSTPLAY72 may not make accessible, disclose or make public any data it obtains to unauthorised parties.

JUSTPLAY72 acknowledges that the confidentiality obligation it undertakes is also applicable to third parties it involves in the performance of the contract. JUSTPLAY72 shall draw the attention of such parties to and to compliance with the contractual confidentiality obligation; it shall be able to provide proof of such compliance to the user at any time.

Unless provided otherwise by law, the confidentiality obligation is applicable indefinitely. The confidentiality obligation is not applicable if either party discloses any of the above data to meet statutory obligations.

#### **12. RULES OF THE PRIZE GAME**

The rules hereunder shall apply to the prize games provided on the sites operated by JUSTPLAY72 (hereinafter “Game”).

Only persons uploading a user account to the platform of JUSTPLAY72 and players using the JUSTPLAY72 platform service may take part in the Game if they have an active subscriber status 14 days after registration.

The persons below may not take part in the Game:

- owners, senior officials, employees, agents of JUSTPLAY72 and close relatives thereof;
- owners, senior officials, employees, agents of other third parties or companies and close relatives thereof directly involved in performance.

Duration of Game: JUSTPLAY72 continuously launches prize games, reserves the right to any changes therein, providing additional information thereon only on the dashboard accessible to users with a username and password.

The times are indicated for the given prize games.

Draws are conducted at the headquarters of JUSTPLAY72 by a 3-member committee. Minutes are drawn up on the draws.

Prizes are provided for each game.

Prizes are not transferable.

Winners are notified on the JUSTPLAY72 Facebook and JUSTPLAY72 Instagram pages, and also through the [info@justplay72.com](mailto:info@justplay72.com) e-mail address.

The Player shall cooperate to receive the prizes. The winner undertakes to prove his/her entitlement with a personal identification document. Prior to receipt, in addition to data provided during registration, the winner shall provide:

- the postal address
- phone number

Prior to making available the prize, JUSTPLAY72 shall meet the tax obligation on behalf of the winner.

The winner gives his/her consent to photographs taken of the receipt of the prize, to be published on the JUSTPLAY72 Facebook and JUSTPLAY72 Instagram pages.

If the winner fails to meet the above obligation and/or does not grant consent to publication of his/her photograph, receipt of the prize is deemed to have failed and the prize may no longer be received or used, and JUSTPLAY72 shall not assume any further liability.

By participation in the Game, the participant automatically gives consent to the inclusion of his/her provided data in the database of JUSTPLAY72, as data controller, and to their management by JUSTPLAY72 without any further permission or consideration, for the purpose of drawing the prizes, notifying the winners and managing complaints for up to 1 year from the draw. The winner gives consent to the management of his/her requested data relating to the prize by JUSTPLAY72 for the purpose of delivering the prizes, related administration and the fulfilment of accounting obligations. JUSTPLAY72 stores the draw minutes containing the requested data of the winner at its headquarters for 5 years for the purpose of mandatory data processing stipulated by tax provisions, which are deleted after 5 years.

Subscribers shall bear all consequences arising from data they incorrectly provide. JUSTPLAY72 shall not be liable for delays in notification or delivery. JUSTPLAY72 cannot verify the correctness of data submitted during application for the Game (or thereafter). With regard to the above the subscriber shall assume in each case full responsibility and all related legal and financial consequences.

JUSTPLAY72 precludes all liability for any claims for compensation or indemnification during participation in the Games, possible errors, deficiencies or faulty operation of the Game, and costs, damage, losses arising from or related to delays occurring during the Game.

JUSTPLAY72 shall not be responsible for the periodic unavailability – due to technical reasons – of the Game or the website containing the Game during the Game.

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