

## Terms Of Service

PLEASE READ AND MAKE SURE YOU UNDERSTAND ALL THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE THECLUTCHGAMING SERVICES. THIS IS A BINDING CONTRACT.

SECTION 16 OF THIS TERMS OF SERVICE AGREEMENT (THESE "TERMS OF USE") CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THIS SECTION AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH US. PLEASE READ IT CAREFULLY.

Welcome to the TheClutchGaming.com website (the "Site"). We help organizers create and manage competitions for online video game tournaments and help gamers find tournaments to join. These Terms of Use are between you and TheClutchGaming and it governs your access to and use of the Site and related websites, applications, services and mobile applications provided by us (together with the Site, all information and documentation, the "Services"). By using the Services, you agree to comply with and be bound by the following terms of use set forth herein.

### **1. Amendments and Changes**

We may update or modify these Terms of Use from time to time. Modifications to these Terms of Use will be posted on or in the Services. In certain circumstances, we may choose to provide you with additional notice of such modifications by email, in-Service notifications or otherwise. Please review these Terms of Use periodically. In an effort to improve the Services, TheClutchGaming may also update the Services, including our mobile applications and software, without notifying you.

YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE EFFECTIVENESS OF ANY MODIFICATIONS TO THESE TERMS OF USE CONSTITUTES ACCEPTANCE OF THOSE MODIFICATIONS. IF ANY MODIFICATION TO THESE TERMS OF USE IS NOT ACCEPTABLE TO YOU, YOUR SOLE REMEDY IS TO CEASE ACCESSING, BROWSING AND OTHERWISE USING THE SERVICES.

### **2. Privacy Policy / Your Privacy Rights**

By using the Services, you represent that you have read and consent to our Privacy Policy which is incorporated into these Terms of Use by this reference. TheClutchGaming may revise the Privacy Policy at any time. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Services. Please carefully review our Privacy Policy. You acknowledge and agree that any disputes related to our Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability contained in the Privacy Policy and these Terms of Use.

### **3. Copyrights and Trademarks**

The information and materials provided on or through the Services, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the "Materials") are owned exclusively by TheClutchGaming or its licensors. The Services, including all Services software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and

any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and “look and feel” and arrangement of items, is owned and operated by TheClutchGaming and will remain the exclusive property of TheClutchGaming. You acknowledge that the Services are protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Services or the Materials. You shall not challenge, contest or otherwise impair TheClutchGaming’s ownership of the Services and the content therein.

The trademarks, logos, and service marks displayed on or in the Services (collectively the “Trademarks”) are the registered and unregistered trademarks of TheClutchGaming and TheClutchGaming’s advertisers, licensors, suppliers and others. The Trademarks owned by TheClutchGaming, whether registered or unregistered, may not be used in connection with any product or service that is not offered by TheClutchGaming, in any manner that is likely to cause confusion with customers, or in any manner that disparages TheClutchGaming. Nothing contained on or in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of TheClutchGaming, TheClutchGaming’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited.

#### **4. Limited License, Access and Accounts**

4.1. Limited License: Subject to your compliance with these Terms of Use, we grant you a non-exclusive, non-transferable, revocable, limited license, to access and use the Services using a personal computer or a mobile device; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Services and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with TheClutchGaming. Use of the Services and Materials for any purpose other than as expressly authorized in these Terms of Use are a violation of our copyrights and other proprietary rights, and is strictly prohibited.

4.2. Account Registration; Use of Data: To access certain portions of the Services, you may be required to create an account through the Services (an “Account”). If your contact information changes, you agree that you will promptly update the Account information to reflect those changes. Account information and certain other information about you are subject to the Privacy Policy. Through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of certain information about you, including, if applicable, the transfer of this information to the United States for storage, processing and use by TheClutchGaming and its affiliates. You agree that you shall not create an Account or access the Services if you (i) are under the age of 18, without the consent of your parent or legal guardian, or at all if you are under the age of 13, (ii) if you have previously been removed by TheClutchGaming or banned from using the Services.

4.3. Account Security: Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of your Account username and password. You agree to notify TheClutchGaming immediately if you believe that your Account username and/or password have been compromised.

4.4. Rules Related to TheClutchGaming Account Names: When you create an Account, you will have to create a username. Your username may be visible to other users. When you choose an Account name, or display name or otherwise create a label or image that can be seen by other users of the Services, including, without limitation, usernames (each a “User Identifier”), you must abide by the following guidelines as well as the rules of common decency. If TheClutchGaming finds a User Identifier for any type of account, including, without limitation, an individual user account or a tournament organizer account, to be offensive or improper, or believes a User Identifier is or may be illegal, it may, in its sole and absolute discretion, refuse to grant you the User Identifier, change the User Identifier, remove the User Identifier, and/or suspend or terminate your Account. In particular, you may not use any User Identifier:

Belonging to another individual or entity with the intent to impersonate that individual or entity, whether actual or fictitious, including, without limitation,, impersonating any TheClutchGaming agent or employee or any other TheClutchGaming community user;

That incorporates vulgar language or imagery or which is otherwise offensive, defamatory, libelous, obscene, hateful, or racially, ethnically or otherwise objectionable;

That is subject to the rights of any other person or entity without written authorization from that person or entity;

That belongs to a popular culture figure, celebrity or media personality;

That is, contains, or is substantially similar to a trademark or service mark, whether registered or not, or may otherwise cause confusion;

Belonging to any religious figure or deity;

Related to drugs, sex, alcohol, or criminal activity;

Comprised of gibberish (e.g., “fdsjmfidszx”);

Uses any characters except for the following: numbers and letters

Is substantially similar to, or otherwise contains or duplicates any copyrighted work or component of a copyrighted work (including, without limitation, comics, anime, movies or other video games, and any characters appearing in any of the foregoing).

4.5. User Rules: The user rules below are in furtherance, and not in limitation, of the other terms and conditions in these Terms of Use. In connection with your use of the Services, you agree that you will not, nor permit anyone else to, directly or indirectly:

Violate any applicable law, regulation, or contract or use the Services or Materials for any unlawful purpose;

Use the Services to run tournaments or competitions for games of chance or to conduct gambling;

Offer cash prizes where it is prohibited by law;

Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including, without limitation, rights of privacy or publicity);

Access the Services to participate in a tournament that violates any law where you reside or that you are subject to;

Create, distribute or use any third party software, including, without limitation, “mods,” cheats, addons or hacks, designed to change or manipulate tournaments;

Misrepresent yourself in any way;

Make any false, misleading, or inaccurate statements;

Use language that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, unlawful, or invasive of another’s privacy;

Commit any actions considered to be unethical;

Impersonate any person or entity, including any employee or representative of TheClutchGaming;

License, create derivative works from, any information, content obtained from the Services;

Restrict or inhibit any other visitor or member from using the Services, including, without limitation, by means of “hacking” or defacing any portion of the Services;

Access or attempt to access parts of the Services for which you are not authorized by TheClutchGaming, circumvent or attempt to circumvent any security or password protection on or in the Services, access the Services by any means other than through the interface that is provided and authorized by TheClutchGaming;

Modify any software for the Services in any manner or form, nor use modified versions of such software, including, without limitation, for the purpose of obtaining unauthorized access to the Services;

Use the Services to harm minors in any way;

Engage in spamming or flooding;

Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;

Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services;

Remove any copyright, trademark or other proprietary rights notices contained on or in the Services;

“Frame” or “mirror” any part of the Services;

Stalk or otherwise harass another; or

Harvest or collect information about Services visitors, users or Account holders without their express consent.

TheClutchGaming reserves the right to permanently suspend or terminate your Account and your access to the Services, and/or disqualify you from receiving any prize(s) offered by the tournaments, if it suspects that you have violated any of the User Rules.

4.6 Interruption of Service: TheClutchGaming cannot guarantee that your use of the Services will be uninterrupted. You agree not to hold TheClutchGaming liable for any interruption of service of the Services.

## **5. Links to Other Websites**

These Terms of Use apply only to the Services. The Services may contain links to other websites not operated or controlled by TheClutchGaming. If you use these links, you will leave the Services. The terms and conditions described here do not apply to those sites, nor does TheClutchGaming endorse or review those sites. TheClutchGaming provides these links to other websites as a convenience. Such links do not imply TheClutchGaming's endorsement of information or material on any other site, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. TheClutchGaming disclaims all liability with regard to your access to and use of such linked websites, and you hereby completely and irrevocably release and forever discharge us from and waive any claim you might have against TheClutchGaming with respect to such sites.

TheClutchGaming and/or third parties may, from time to time, send email messages to you containing advertisements, promotions, etc. pursuant to our Privacy Policy. TheClutchGaming makes no representation or warranty with respect to the content of any such email messages or any goods or services that may be obtained from such third parties, and you agree that neither TheClutchGaming nor such third party shall have any liability with respect thereto

YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY THECLUTCHGAMING, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

## **6. Publicity**

We operate official pages on social media platforms (including, without limitation, Facebook and Twitter) in relation to the Services (collectively, the "Social Media Pages"). You accept that the Social Media Pages may feature certain of your personally identifiable information ("Publicity Content"). You further acknowledge and agree that we have no responsibility for posts made by third parties on Social Media Pages. You hereby grant us an exclusive, worldwide, irrevocable, sub-licensable, transferrable license to edit, distribute and exploit the Publicity Content in all media, including, without limitation, print, television and internet, which media may be used in more than one country. You hereby waive all "moral rights" in any Publicity Content featuring you and give to us all the consents that we need to exploit these items in any media without limitation so far as possible in perpetuity.

## 7. Fees and Payments

7.1. Fees and Payments: Some aspects of the Services require you to pay a fee. You may also purchase certain subscriptions to the Services and/or digital or physical products through the Services. You agree to pay all fees, payments and applicable taxes incurred by your Account that you use to access the Services. You acknowledge and agree that all information you provide with regards to a purchase, including, without limitation, credit card or other payment information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any credit card you provide when completing a transaction. We reserve the right, with or without prior notice, to (i) discontinue or limit the available quantity of any product or aspect of the Services, (ii) honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; and (iii) refuse to allow any user to purchase a product or deliver any product to a user. When you purchase products through the Services, you (a) agree to pay the price for such products set forth in the Services, all shipping and handling charges and all applicable taxes in connection with your purchase (the "Full Purchase Amount") and (b) authorize TheClutchGaming to charge your credit card or other payment method for the Full Purchase Amount. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

7.2. Return and Refund Policy: All sales on or through the Services are final. Except as provided herein, there are no refunds or returns for the purchase of a subscription to the Services. If you reside in the European Union and you purchase a product or service from TheClutchGaming, you may have the right to withdraw from a purchase within fourteen calendar days, commencing on the day after the date of purchase (the "Cooling Off Period"). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling Off Period. EXCEPT AS SET FORTH HEREIN WITH REGARD TO THE COOLING OFF PERIOD FOR RESIDENTS OF THE EUROPEAN UNION, (I) ALL SALES THROUGH THE SITE AND THECLUTCHGAMING SERVICES ARE FINAL; AND (II) YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES. EXCEPT AS SET FORTH HEREIN WITH REGARD TO THE COOLING OFF PERIOD FOR RESIDENTS OF THE EUROPEAN UNION, WE DO NOT ISSUE ANY REFUNDS OR OFFER ANY EXCHANGES OF ANY PRODUCTS PURCHASED ON OR THROUGH THE SITE.

7.3. Changes to Services, Products and Pricing: TheClutchGaming may, at any time, revise or change the pricing, availability, specifications, content, descriptions or features of the Services or any products sold through the Services. The inclusion of any products through the Services at a particular time does not imply or warrant that these products will be available at any other time. TheClutchGaming reserves the right to change prices for the Services or any products displayed on or in the Services, at any time, and to correct pricing errors that may inadvertently occur. All such changes shall be effective immediately upon posting of such new prices to the Services.

7.4. Order Acceptance/Confirmation: Once we receive your order, we may provide you with an email order confirmation. Any receipt of an order confirmation, however, does not signify TheClutchGaming's acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. TheClutchGaming reserves the right at any time after receiving your order

to accept or decline your order for any reason. If TheClutchGaming cancels an order after you have already been billed, then TheClutchGaming will refund the billed amount.

7.5. Shipment of Products: Title and risk of loss for any purchases of physical products pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment. Unless as a result of events outside of our direct control, orders of physical products purchased by you through the Services will be delivered within the time period specified for the delivery method you have selected.

7.6. Consumers Only : TheClutchGaming sells and ships products to end-user customers only. You may not purchase products on or in the Services for resale, and we reserve the right to refuse or cancel your order if we suspect you are doing so.

## **8. Rules for Sweepstakes and Other Promotions.**

In addition to the terms of these Terms of Use, any sweepstakes or similar promotions (collectively, "Promotions") made available through the Services may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. TheClutchGaming urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

## **9. Notice for Claims of Copyright Infringement.**

If you are a copyright owner or agent thereof and believe that content posted on or in the Services by a TheClutchGaming user infringes upon your copyright, please submit notice, to our Copyright Agent with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;

A description of the copyrighted work that you claim has been infringed;

The URL of the location on our website containing the material that you claim is infringing;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you can to send TheClutchGaming a counter-notice. Notices and counter-notices must meet the statutory requirements. Notices and counter-notices with respect to the Services should be sent to TheClutchGaming's Copyright Agent. TheClutchGaming's Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring through use of the Services. Please note that these notifications and counter-

notifications are legal notices. TheClutchGaming may provide copies of such notices to the participants in the dispute or third parties, at our discretion and as required by law. Our Privacy Policy does not protect information provided in these notices and counter-notices.

Our Copyright Agent can be reached at:

theclutchgaminginfo@gmail.com

## **10. Location**

The Services are operated by TheClutchGaming in Sri Lanka and Australia. Those who choose to access the Services from locations outside Sri Lanka and Australia do so at their own initiative and are responsible for compliance with applicable local laws.

## **11. Tournament Organizers, Prizes and Rewards**

We help organizers create and manage competitions for online video game tournaments and help gamers find tournaments to join. Each tournament is different because it is subject to the parameters set by the organizer through the Site, including, without limitation, interactions and rankings among event attendees, communications and the awarding of prizes, if any. By using the Services, you agree to these additional parameters and agree to receive communications from the organizer subject to applicable laws. Further, any communications from organizers, including, without limitation, any representations, content or links supplied or promises of prizes or rewards, are made solely by the organizers. TheClutchGaming is not responsible for monitoring organizers' communications or administering any prizes or rewards. Even if we provide any assistance in the administering of prizes or rewards, the tournament organizer still remains responsible for the determination of eligibility and the distribution of any prizes or rewards.

TheClutchGaming cannot guarantee that any third party tournament organizer who hosts an event through the Services will distribute advertised or promised prizes or rewards. You participate in the Services at your own risk and agree that TheClutchGaming is not responsible for any tournament prizes offered by third party tournament organizers.

## **12. DISCLAIMER OF WARRANTIES**

THE SITE, THE MATERIALS AND THE THECLUTCHGAMING SERVICES, AND ANY PRODUCT OR SERVICE CONTAINED THROUGH ANY OF THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THECLUTCHGAMING DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THECLUTCHGAMING MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SITE, AND/OR THE THECLUTCHGAMING SERVICES. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND THE THECLUTCHGAMING SERVICES IS AT YOUR SOLE RISK. THECLUTCHGAMING DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE AND/OR THE THECLUTCHGAMING SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE SITE OR THE THECLUTCHGAMING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE THECLUTCHGAMING SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.



THECLUTCHGAMING IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY USER OR THIRD-PARTY CONTENT POSTED ON, THROUGH OR IN CONNECTION WITH THE SITE OR THECLUTCHGAMING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY PRIZES OFFERED BY TOURNAMENT ORGANIZERS, AND ANY CONTENT THAT IS UNAUTHORIZED OR VIOLATES THE AGREEMENT, AND SUCH CONTENT DOES NOT NECESSARILY REFLECT THE OPINIONS OR POLICIES OF THECLUTCHGAMING. UNDER NO CIRCUMSTANCES SHALL THECLUTCHGAMING BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE OR THECLUTCHGAMING SERVICES, FROM ANY CONTENT POSTED ON THE SITE (WHETHER SUCH CONTENT VIOLATES THE TERMS OF SERVICE, PRIVACY POLICY, OR NOT), FROM ANY SERVICE OFFERED THROUGH THE SITE OR THE THECLUTCHGAMING SERVICES OR FROM THE CONDUCT OF ANY USER OF THE SITE OR ANY USER OF ANY LINKED SITE (REGARDLESS OF WHETHER SUCH CONDUCT VIOLATES THE TERMS OF SERVICE OR PRIVACY POLICY, OR WHETHER SUCH CONDUCT IS ONLINE OR OFFLINE). THECLUTCHGAMING ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, THE THECLUTCHGAMING SERVICES OR ANY OF YOUR COMMUNICATIONS ON OR THROUGH THE SITE. IF YOU ARE IN ANY WAY DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITE AND THECLUTCHGAMING SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THECLUTCHGAMING DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT THECLUTCHGAMING SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR USE OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

### **13. LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THECLUTCHGAMING, ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND OTHER BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIM ALL LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE AND/OR THE THECLUTCHGAMING SERVICES, EVEN IF THECLUTCHGAMING AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THECLUTCHGAMING IS NOT LIABLE FOR ANY INTERRUPTION OF SERVICE OF THE CLIENT GAMES. THECLUTCHGAMING AND/OR THE RELATED PARTIES ARE NOT LIABLE FOR ANY ACTIONS OF THIRD PARTY TOURNAMENT ORGANIZERS OR THEIR FAILURE TO DISTRIBUTE PRIZES. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF THECLUTCHGAMING OR ANY OF THE RELATED PARTIES, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, EXCEED THE GREATER OF THE

AMOUNT THAT YOU PAID TO US OR OUR DESIGNEES DURING THE SIX (6) MONTHS PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE AND 10000 LKR.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of TheClutchGaming and its affiliates shall be limited to the fullest extent permitted by law.

#### **14. Indemnification**

You agree to indemnify, hold harmless and defend TheClutchGaming and its affiliates, licensors, suppliers, advertisers, network service providers, and business partners and their respective directors, officers, employees, consultants, agents and other representatives, at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, losses, costs and expenses (including, without limitation, attorneys' fees and other dispute resolution expenses) incurred by TheClutchGaming, directly or indirectly, arising out of or relating to your (a) violation or breach of any term of these Terms of Use or any policy or guidelines referenced herein, including any unauthorized disclosure of personal or confidential information, (b) use or misuse of the Services, (c) any allegation that any user content or other materials you submit to us or transmit to, through or in the Services infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party, and/or (d) termination of your access to the Services.

#### **15. Dispute Resolution and Governing Law**

These Terms of Use shall be is governed by, and will be construed under, the laws of the Democratic Socialist Republic of Sri Lanka, without regard to conflict of law principles. Except claims proceeding in any small claims court, all disputes arising out of or related to your use of the Services shall be subject to the exclusive jurisdiction in the supreme court of Sri Lanka and you agree to submit to the personal jurisdiction and venue of such courts. You are responsible for compliance with all local laws if and to the extent local laws are applicable.

#### **16. Term and Termination**

These Terms of Use shall remain effective until terminated in accordance with their terms. TheClutchGaming reserves the right to immediately terminate these Terms of Use, and/or your access to and use of the Services or any portion of the Services, at any time and for any reason, with or without cause, including, without limitation, unauthorized postings of copyrighted works. Upon termination of these Terms of Use or termination of your access to and use of the Services, your right to use the Services or any of the Services shall immediately cease, and you shall destroy all Materials obtained from the Services and all copies thereof. You agree that any termination of your access to or use of the any Services may be effected without prior notice, and that TheClutchGaming may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that TheClutchGaming shall not be liable to you or any third party for any termination of your access to the Services or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of these Terms of Use.

## **17. General**

17.1 Agreement Revisions; Translations: These Terms of Use may only be revised in writing by TheClutchGaming, or through publication by TheClutchGaming on or in the Services. We may translate these Terms of Use, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on or in the Services into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control

17.2 Force Majeure: TheClutchGaming shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of TheClutchGaming, including, without limitation, any failure to perform hereunder due to unforeseen circumstances or cause beyond TheClutchGaming's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

17.3 No Partnership: You agree that no joint venture, partnership, employment, or agency relationship exists between you and TheClutchGaming as a result of these Terms of Use or your use of the Services.

17.4 Assignment : If any part of these Terms of Use are determined to be void, invalid or unenforceable, then that portion shall be severed, and the remainder of the Agreement shall be given full force and effect.

17.5 Severability: If any part of these Terms of Use are determined to be void, invalid or unenforceable, then that portion shall be severed, and the remainder of the Agreement shall be given full force and effect.

17.6 No Waiver: Our failure to enforce any provision of these Terms of Use shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these Terms of Use shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

17.7 Equitable Remedies: You hereby agree that TheClutchGaming would be irreparably damaged if the terms of these Terms of Use were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Use, in addition to such other remedies as we may otherwise have available to us under applicable laws.

17.8 Entire Agreement: These Terms of Use, including the Privacy Policy and any other documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Services and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Services.

17.9 Notices: TheClutchGaming may provide you with notices, including those regarding breaches of security, by email. All notices from you to TheClutchGaming must be sent to TheClutchGaming, Inc., theclutchgaminginfo@gmail.com, and such notices will be deemed received the next day if sent via email.

17.10 Third Party Beneficiaries : Except for certain TheClutchGaming licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

17.11: If you have any questions, comments or complaints regarding these Terms of Use or the Services, feel free to contact us at: [theclutchgaminginfo@gmail.com](mailto:theclutchgaminginfo@gmail.com)