

MyGameX User Agreement

Last updated: **January 22, 2023**

1. Introduction

1.1 - MyGameX is a marketplace that allows users to offer, sell and buy products. As a marketplace, MyGameX does not own or sell the items listed on this site. The actual contract for sale is directly between Buyers and Sellers. While MyGameX may help to facilitate the resolution of disputes between Buyers and Sellers, MyGameX has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of Users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

1.2 - This User Agreement ("Agreement"), the MyGameX Privacy Policy (which is available at <https://static.mygamex.com/ppolicy.pdf>), and all policies posted on our sites set out the terms and conditions on which MyGameX offers you access to and use of our sites, services, applications and tools (collectively "Services"). This Agreement is entered into between you as the user of our Services ("User") and MyGameX.com ("MyGameX" or the "Site"). All policies and the MyGameX Privacy Policy are incorporated into this User Agreement. You agree to comply with all of the above when accessing and using our Services.

1.3 - Please be advised that this User Agreement contains provisions that govern how claims you and MyGameX have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below). It also contains an Agreement to Arbitrate, which will require you to submit claims you have against MyGameX to binding and final arbitration.

1.4 - Acceptance of the Agreement. By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement as a User. You shall be bound by the terms and conditions of this Agreement with respect to your access or use of this Site and any further upgrade, modification, addition or change to this Site. If you do not accept all of the terms and conditions of this Agreement, please do not use this Site. You may not use the Site and may not accept the terms of this Agreement if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from using the Site under the laws of the United States or other countries including the country in which you are a resident or from which you use the Site. Before you continue, you should print off or save a local copy of this Agreement for your records.

1.5 - Amendments. MyGameX may amend this Agreement and/or Site policies at any time, with or without notice to you, by posting the amended and restated Agreement or policy on the Site. The amended and restated Agreement and/or policy shall be effective immediately upon posting. Posting by MyGameX of the amended and restated Agreement or policy and your continued use of the Site shall be deemed to be an acceptance of the amended terms. This Agreement and Site policies may not otherwise be modified, except in writing by an authorized officer of MyGameX.

2. Definitions

2.1 - Personal Data. Any information relating to an identified or identifiable individual.

2.2 MyGameX Content. Information, text, images, video clips, directories, files, databases or offers available on or through the Site are hereinafter referred to as "MyGameX Content."

2.3 - Registered User. Each User who has filled out a registration form on the Site by giving User information (such as name, address, telephone number, fax number, email address, etc.) is a registered user ("Registered User") of MyGameX. MyGameX will establish an account ("Account") for each Registered User on the Site and each Registered User will be assigned a user alias ("User Name") and password ("Password") for log-in access to its Account on the Site.

2.4 - Third-Party Content. Some of the MyGameX Content displayed on the Site is provided or posted by third parties, hereinafter referred to as "Third Party Content."

2.5 - Third-Party Rights. Third party copyrights, trademarks, trade secrets, patents, and other personal or proprietary rights affecting or relating to material or information displayed on the Site, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the Site, are hereafter referred to as "Third Party Rights."

2.6 - Transaction Risks. The risks assumed by Users when using the Site or conducting transactions are deemed "Transaction Risks." Transaction Risks include risks of liability or harm of any kind in connection with using the Site. Such risks shall include, but are not limited to:

- a. Misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, and breach of contract.

b. Risks that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands, or claims by Third Party Rights claimants

c. Risks that consumers, other purchasers, end-users of products, or others claiming to have suffered injuries or harms relating to a product originally obtained by Users of the Site as a result of purchase and sale transactions in connection with using the Site may suffer harms and/or assert claims arising from their use of such products.

2.7 - User. For purposes of this Agreement, a "User" is any person who accesses the Site for whatever purpose, regardless of whether said User has registered with MyGameX as a registered User. A User includes any person using this Site and any legal entity which may be represented by such person under actual or apparent authority.

3. Use of MyGameX

3.1 - General. Users may use this Site solely for their own personal or internal purposes. Each User agrees that it shall not copy, reproduce or download any MyGameX Content for the purpose of re-selling or re-distributing MyGameX' Content, mass mailing (via emails, wireless text messages, physical mail, or otherwise), operating a business that competes with MyGameX, or otherwise commercially exploiting MyGameX Content. Systematic retrieval of MyGameX Content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices, or manual processes) without written permission from MyGameX is prohibited. In addition, use of MyGameX Content for any purpose not expressly permitted in this Agreement is prohibited.

3.2 - Messages or information sent by a User through communication systems provided by MyGameX, as well as emails, faxes, letters to addressees, or instant messages sent to addresses acquired from information obtained from the Site, shall not contain any of the materials described in the provisions of Section 5.4.

3.3 - No User shall undertake any scheme to undermine the integrity of the computer systems or networks used by MyGameX or any other User, and no User shall attempt to gain unauthorized access to such computer systems or networks.

3.4 - Your privacy and Personal Data are important to us. Any Personal Data that you provide to us will be dealt with in line with our Privacy Policy, which explains what Personal Data we collect from you, how and why we collect, store, use and share such data, your rights in relation to your Personal Data and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your Personal Data.

3.5 - We use necessary cookies to make our site work. Cookies are small text files placed on your device (e.g. computer, smartphone or other electronic device) when you use our website. Necessary cookies enable core functionality such as security, network management, and accessibility. You may disable these by changing your browser settings, but this may affect how the website functions. For more detailed information about the cookies we use, please see our Cookie Policy—<https://static.mygamex.com/ppolicy.pdf>.

3.6 - We'd also like to set optional analytics and advertising cookies that enable us to tailor better products and services for you. For example, third-party cookies provided by Google Analytics, Google Ads, Google Tag Manager, Bing, Reddit, Facebook, AddThis, and Microsoft Azure help us to improve our website by collecting and reporting information on how you use it. These cookies collect information in an anonymous form. For more information on how these cookies work, please see our Cookie Policy—<https://static.mygamex.com/ppolicy.pdf>.

3.7 - Third Party Rights. As a condition of your access to and use of the Site, you agree that you will not use our Services to infringe the Third Party Rights of others in any way. MyGameX will in appropriate circumstances terminate the accounts of Users who are repeat infringers of the Third Party Rights of others. In addition, MyGameX reserves the right to terminate the account of any User if MyGameX believes that the User's conduct is harmful to the interests of MyGameX, its employees, directors, affiliates, or other Users, or for any other reason in MyGameX' sole and absolute discretion, with or without cause.

3.8 - Certain services are provided to MyGameX' Users through its affiliated company: **Professional Gaming Solutions Limited, company number 13565439 and located at the Palliser House, Palliser Road, London, England, W14 9EB.**

4. Registered Users

4.1 - Privacy. By becoming a Registered User, you consent to be governed by our Privacy Policy. You also consent to the inclusion of your personal data in our database, and authorize MyGameX to share such information with other Users in accordance with the purposes set forth in this Agreement.

4.2 - MyGameX may deny access to its Services or terminate or suspend your account (and any accounts MyGameX determines are related to your account) and your access to the Services should we have reason to believe that you, your content, or your use of the Services violate our Terms. MyGameX will notify you that your account has been terminated or suspended or otherwise blocked unless you have repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

4.3 - Prohibition on transferability of Account, User Name, and Password. A Registered User may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer an Account, User Name or Password to a third party without the prior written consent of MyGameX. MyGameX may suspend or terminate the Account of a Registered User or the transferee of a Registered User in the event of a sale, offer to sell, gift, assignment or transfer in violation of this Section.

5. Posting on MyGameX

5.1 - You must be a Registered User in order to post information on the Site using the self-help submit and edit tools provided by the Site.

5.2 - No sales agency relationship is created between any User and MyGameX, its affiliates, directors, officers or employees by virtue of MyGameX' display of any of the User's information on the Site.

5.3 - Each User hereby represents, warrants and agrees:

- a. That any information provided by the User to be displayed on the Site is true, accurate, current and complete; and
- b. That it will maintain and promptly amend all information to keep it true, accurate, current and complete.

5.4 - Prohibited behavior. Each User hereby represents, warrants and agrees that information submitted to MyGameX for display on the Site shall not:

- a. Contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
- b. Be part of a scheme to defraud other Users of the Site or for any other unlawful purpose;
- c. Relate to the sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any Third Party Rights;
- d. Violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

- e. Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- f. Be obscene or contain or infer any pornography or sex-related merchandising or any other content that otherwise promotes sexually explicit materials or is otherwise harmful to minors;
- g. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- h. Contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming);
- i. Solicit business from any Users in connection with a commercial activity that competes with MyGameX. Furthermore, in the event that MyGameX determines that User has violated this Section 5.4(i), User authorizes MyGameX to levy a fine of up to \$150.00 against the User's registered payment method on file with MyGameX, and/or require a deposit of up to \$300.00 to reactive the User's Account;
- j. Contain any computer viruses, Trojan horses, worms or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data, or personal information;
- k. Link directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement; or
- l. Otherwise create any liability for MyGameX, its employees, directors or its affiliates.

5.5 - Third Party Rights. Each User hereby represents, warrants and agrees that it has obtained all necessary third party copyright, trademark, trade secret or patent licenses and permissions, or such other licenses or permissions as may be required in connection with any other personal or proprietary rights of any third party (including but not limited to rights of personality and rights of privacy), for any material or information it posts on the Site or provides to MyGameX or authorizes MyGameX to display. Each User hereby represents, warrants and agrees that it shall be solely responsible for ensuring that any material or information it posts on the Site or provides to MyGameX or authorizes MyGameX to display does not, and that the products represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights. Each User hereby represents, warrants and agrees that it has the right to manufacture, offer, sell, import and distribute the products it offers and displays on the Site, and that such manufacture, offer, sale, importation and/or distribution of those products violates no Third Party Rights.

5.6 - Grant of license. Each User hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers), assignable license to MyGameX and its affiliates to display and use all

information provided by such User in accordance with the purposes set forth in this Agreement and to exercise the rights you have in such material or information, including, but not limited to, copyright, publicity, and database rights, in any media now known or not currently known.

5.7 - Removal of Material. MyGameX reserves the right in its sole and absolute discretion to remove any material displayed on the Site, including material which it believes in its sole and absolute discretion is unlawful, could subject MyGameX to liability, violates this Agreement, or is otherwise deemed inappropriate.

5.8 - MyGameX reserves the right to cooperate fully with governmental authorities, private investigators, and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Furthermore, MyGameX may disclose the identity and contact information of any User if requested to do so by a government or law enforcement body, an injured third party, a subpoena, or any other legal action, and MyGameX shall not be liable for damages or any other consequences thereof. User further agrees that it will not bring any action or claim against MyGameX for such disclosure. In connection with any of the foregoing, MyGameX may suspend or terminate the Account of any User as MyGameX deems appropriate in its sole and absolute discretion. User agrees that MyGameX shall have no liability to User, including liability for consequential or any other damages, in the event MyGameX takes any of the actions mentioned in this Section, and User agrees to bear the risk that MyGameX may take such actions.

6. Transactions between Buyers and Sellers

6.1 - General. MyGameX provides an electronic web-based platform for exchanging information between buyers ("Buyer") and sellers ("Seller") of products and services.

6.2 - Users are solely responsible for all of the terms and conditions of the transactions conducted on, through, or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

6.3 - MyGameX does not represent the Seller or the Buyer in specific transactions, nor does MyGameX act as an agent for either Seller or Buyer. MyGameX does not control and is not liable to or responsible for the quality, safety, lawfulness, or availability of the products or services offered for sale on the Site, the ability of Sellers to complete a sale, or the ability of Buyers to complete a purchase. Users are hereby made aware that there may be risks of dealing with other Users acting under false pretenses. MyGameX uses several techniques to verify the accuracy of the information our Users provide

to us when they register on the Site. However, because User verification on the Internet is complex and problematic, MyGameX cannot and does not confirm each User's purported identity. We encourage you to use the various tools available on the Site, as well as common sense, to evaluate with whom you are dealing.

6.4 - Assumption of Risks. Each User acknowledges that it is fully assuming all Transaction Risks when using the Site to conduct transactions, and that it is fully assuming the risks of liability or harm of any kind in connection with using the Site. Each User agrees that MyGameX shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions, or expenditures of any kind that may arise as a result of or in connection with any Transaction Risks.

6.5 Taxes. Users shall pay all sales and use taxes and all other taxes arising from their use of the Site.

7. Fees

7.1 - Seller fees. The fees we charge for using our Services are listed on our Seller Fees & Disbursements page. MyGameX may change its fees from time to time by posting the changes on the Site 14 days in advance, but with no advance notice required for temporary promotions.

7.2 - Buyer fees. The fees we charge for processing payments are posted on our Buyer Payments page. MyGameX may change its fees from time to time by posting the changes on the Site 14 days in advance, but with no advance notice required for temporary promotions.

7.3 - Miscellaneous. Users must have a payment method on file when selling or buying on MyGameX, and Users must pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, as well as retaining collection agencies and legal counsel). In addition, Users will be subject to late fees. Also see 8.2 and 8.3 below for fines, deposits, and reimbursement obligations related to violations of this User Agreement.

8. Disputes between Users

8.1 - MyGameX as Arbitrator. In the event that any User has a dispute with any other User with regard to a transaction on the Site, such User agrees to submit the dispute to MyGameX as the arbitrator for final and binding judgment. In order to allow MyGameX to fairly and reasonably conduct investigations, Users agree to refrain from seeking third party arbitration while

an order is still open or pending. Users who seek third party intervention (with the exception of Government Investigative Authorities) will be seen as interfering with the investigative process and attempting to force a decision in their favor. MyGameX reserves the right to suspend or permanently ban Users who attempt to interfere with standard operating procedures for orders which are still active or pending.

8.2 - Obligation to Reimburse. If a Seller is required to reimburse the Buyer or MyGameX, the Seller authorizes MyGameX to remove the reimbursement amount (in same or other currency) from their designated payment method (i.e. PayPal) on MyGameX. The Seller is required to have a valid payment method on file. If there are insufficient funds in the account, the Seller authorizes MyGameX to charge any reimbursement amount owed to the payment method on file. MyGameX may also place the reimbursement amount on the Seller's invoice. If Seller does not provide MyGameX with a valid payment method, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

8.3 - Fines. In the rare event that MyGameX determines that a dispute between Users is due to a User's breach of this User Agreement, the breaching User authorizes MyGameX to levy a fine against the User's payment method, up to \$150.00. In addition, MyGameX may suspend or ban the User's Account, and/or require a deposit of up to \$300.00 to reactive the User's Account.

8.4 - Release. If you have a dispute with one or more Users, you agree to release and indemnify MyGameX and its officers, directors, employees, agents, affiliates, and subsidiaries from all claims, demands, actions, proceedings, costs, expenses and damages, including without limitation any actual, special, incidental or consequential damages of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

9. Disclaimer of Warranties; Limitation of Liability

9.1 - THE FEATURES AND SERVICES ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MYGAMEX HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.

9.2 - MYGAMEX MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE. MYGAMEX DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITE DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND MYGAMEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITE.

9.3 - Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk, and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from MyGameX or through or from the Site shall create any warranty not expressly stated herein.

9.4 - Force Majeure. Under no circumstances shall MyGameX be held liable for any delay, failure, or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

9.5 - Each User hereby agrees to indemnify and hold harmless MyGameX, its affiliates, directors, officers, and employees, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly:

- a. From such User's use of the Site, including but not limited to the display of such User's information on the Site;
- b. From such User's breach of any of the terms and conditions of this Agreement;
- c. From such User's breach of any representations and warranties made by the User to MyGameX, including but not limited to those set forth in Sections 5.3, 5.4, and 5.5 above.
- d. As a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Site.

9.6 - MyGameX and its affiliates, directors, officers and employees shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise, or any other damages resulting from any of the following:

- a. The use or the inability to use the Site;
- b. Any defect in goods, samples, data, information or services purchased or obtained from a User or a third-party service provider through the Site;
- c. Any claims or demands that User's manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d. Unauthorized access by third parties to data or private information of any User;
- e. Statements, conduct, or material posted by Users of the Site, including defamatory, offensive or illicit material; or
- f. Any other matter relating to the Site.

9.7 - Right to assume defense and control. MyGameX reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with MyGameX in asserting any available defenses.

9.8 - MyGameX reserves the right to limit, deny or create different access to the Site and its features with respect to different Users, or to change any of the features or introduce new features without prior notice. Each User acknowledges that inability to use the Site wholly or partially for whatever reason may have adverse effects on its business. Each User hereby agrees that in no event shall MyGameX or any of its affiliates, directors, officers, or employees be liable to the User or to any third parties for any inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise).

9.9 - Third-Party Content. MyGameX is not the author of Third Party Content, whether contributed by anonymous users or paid content providers. Neither MyGameX nor any of its affiliates, directors, officers or employees has entered into any sales agency relationship with such third party by virtue of our display of Third Party Content on the Site. Any Third Party Content is the sole responsibility of the party who provided the content. Neither MyGameX nor any of its affiliates, directors, officers or employees is responsible for the accuracy, propriety, lawfulness or truthfulness of any Third Party Content, and

shall not be liable to any User in connection with such User's reliance on such Third Party Content. In addition, neither MyGameX nor any of its affiliates, directors, officers or employees is responsible for the conduct of any User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of such User's conduct.

9.10 - Third-Party Websites. MyGameX may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's website. User acknowledges that MyGameX has no control over such third party websites, does not monitor such websites, and neither MyGameX nor any of its affiliates, directors, officers or employees shall be responsible or liable to anyone for such website, or any content, products or services made available on such website. User is cautioned to read such websites' terms and conditions and privacy policies before using such third party websites in order to be aware of the terms and conditions of your use of such websites.

9.11 - Regardless of the previous provisions, if MyGameX is found to have liability, its liability is limited to the greater of a) the amount of the specific transaction in dispute, b) the amount of fees in dispute not to exceed the total fees which User paid to MyGameX in the 12 months prior to the action giving rise to the liability, or c) \$100.

10. MyGameX' Intellectual Property Rights

10.1 - General. MyGameX is the sole owner or lawful licensee of all the rights to the Site and the MyGameX Content. The Site and the MyGameX Content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and the MyGameX Content shall remain with MyGameX, its affiliates, or licensors of the MyGameX Content, as the case may be. All rights not otherwise claimed under this Agreement or by MyGameX are hereby reserved.

10.2 - Trademarks and Service Marks. "MyGameX," "MyGameX.com", «EZ TECH," "Easy-Tech" and related icons and logos are registered trademarks or trademarks or service marks of EZ Tech Limited. in various jurisdictions, and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

11. Notice to Users

11.1 - All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, facsimile, or email to the

last known correspondence, fax or email address provided by the User to MyGameX, or by posting such notice or demand on an area of the Site that is publicly accessible without charge. Notice to a User shall be deemed to be received by such User if and when:

- a. MyGameX is able to demonstrate that the communication, whether in physical or electronic form, has been sent to such User; or
- b. Immediately upon MyGameX' posting of such notice on an area of the Site that is publicly accessible without charge.

12. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant

12.1 - MyGameX responds to notices of alleged copyright infringement as required by the Copyright Act. Visit <https://static.mygamex.com/ppolicy.pdf> to learn how to submit a notice to MyGameX.

13. Legal Disputes

13.1 - You and MyGameX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the MyGameX User Agreement, your use of or access to the Site, the Services, or any products or services sold or purchased through MyGameX' sites, services, applications, or tools will be resolved in accordance with the provisions set forth in this Legal Disputes Section. Please read this Section carefully. It affects your rights and will have a substantial impact on how claims you and MyGameX have against each other are resolved.

13.2 - Applicable Law. You agree that the laws of the United Kingdom, without regard to the principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and MyGameX, except as otherwise stated in the User Agreement.

13.3 - Agreement to Negotiate and Arbitrate. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association. You and MyGameX each agree that any and all

disputes or claims that have arisen or may arise between you and MyGameX relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to MyGameX' Services, or any products or services sold, offered, or purchased through MyGameX' Services shall be settled exclusively through final and binding arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California, and the language of arbitration shall be English. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, and Title 9 of the U.S. Code (United States Arbitration Act) shall govern the interpretation and enforcement of this Agreement to Arbitrate.

13.4 - In no event shall an award in an arbitration initiated under this clause exceed the greater of a) the amount of the specific transaction in dispute, b) the amount of fees in dispute not to exceed the total fees which User paid to MyGameX in the 12 months prior to the action giving rise to the liability, or c) \$100.

13.5 - Costs. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

13.6 - Confidentiality. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

13.7 - Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND MYGAMEX AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MYGAMEX AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER MYGAMEX USERS.

13.8 - Consent to Jurisdiction. In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that has arisen or may arise between you and MyGameX must be resolved exclusively by a state or federal court located within the county of Los Angeles, California. You and MyGameX agree to

submit to the personal and exclusive jurisdiction of the courts located within Los Angeles, California, for the purpose of litigating all such claims or disputes.

14. General

14.1 - This Agreement, the MyGameX Privacy Policy, and all policies posted on our sites constitute the entire agreement between the User and MyGameX with respect to access to and use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.

14.2 - MyGameX and the User are independent contractors, and no agency, partnership, joint venture, employee–employer, or franchiser–franchisee relationship is intended or created by this Agreement.

14.3 - The failure of MyGameX to exercise or enforce any right or provision of the terms of this Agreement shall not constitute a waiver of such right or provision.

14.4 - If any provision herein is held to be invalid or unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

14.5 - User agrees that there shall be no third-party beneficiaries to this agreement.

14.6 - Headings are for reference purposes only, and in no way define, limit, construe or describe the scope or extent of such section.

15. Company details

15.1 - All services, with the exception of the services specified in clause **3.8**, provided on the MyGameX website are provided by **EZ Tech Limited**, company number **123041**, registered at **Suite 4.3.02, Block 4, Eurotowers, GX11 1AA, Gibraltar**.

15.2 - Get support, make an offer, send your claim is allowed via email **hello@mygamex.com** or **hello@eztech.limited**