

Ozoneplay Limited

TERMS AND CONDITIONS

14th October 2017

1.0 Introduction

These terms and conditions govern your use of the Ozoneplay Limited website and mobile applications (collectively known as Applications or Apps); hereafter referred to as Ozoneplay. By using the Applications, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the website or Applications.

You must be at least **18 years of age** to enter the cash competitions Ozoneplay hosts via its website and/or smartphone applications. By using the Ozoneplay website and/or Applications and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

The Ozoneplay website may use cookies. By using the website and agreeing to these terms and conditions, you consent to Ozoneplay's use of cookies in accordance with the terms of Ozoneplay's privacy policy.

Any claim or dispute of whatever nature, hereby known as 'claim', arising out of these terms and conditions MUST be resolved by final and binding arbitration, to the maximum extent permitted under law. Section 5 should therefore be read carefully. You are giving up the right to litigate all disputes in court before a judge or jury.

1.1 Definitions

In addition to the terms defined elsewhere in the User Terms & Conditions, and unless the context otherwise requires:

"Account Holder" and/or "User" and/or "player" refers to any individual who registers for an account with any of the Websites ("account") and Smartphone Applications, and is therefore party to these Terms & Conditions.

"Tournament" or "Competitions" refers to an integrated video gaming platform upon which two or more Users compete against each other.

"You" and/or "your" refers to that "account holder".

"We", "us" and/or "our" or "Ozoneplay" refers to Ozoneplay Limited.

"For Cash" refers to tournament or competitions in which Users pay an entry fee to win cash prizes.

"For FREE" refers to a tournament or competition with no entry fees.

"v\$" refers to the virtual currency, Virtual Dollars expressed as v\$ which has no monetary value. v\$ are accrued in some of the mobile games and can be used to enter Cash tournaments only.

"Dispute" means any dispute, action, or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. ALL DISPUTES ARE GOVERNED BY OUR DISPUTE RESOLUTION

1.2 Eligibility

To participate in the competitions that we operate you must be: (i) a natural person who is at least 18 years of age or older, and who is personally assigned to the email address used for your account registration; (ii) have the power to enter into a contract with Ozoneplay Limited; (iii) be physically located in a jurisdiction in which participation in the Competition is permitted and unrestricted by that state or country's laws; and (iv) at all times abide by these Terms.

If any of these conditions is not met, we reserve the right to suspend or close your account with or without notice.

1.2.1 Legal use of the Ozoneplay competition services

You are responsible for determining whether or not our services are legal in your country or territory and you acknowledge that the rules, regulations and laws in that country or territory governing cash competitions, govern your participation in our tournaments or competitions.

We don't offer "For Cash" Tournaments in territories where such competitions are prohibited. At the time these Terms & Conditions were last updated, territories where participation in "For Cash" tournaments is prohibited (or where we believe it is illegal) included Brazil, Belgium, The Cayman Islands, Denmark, Indonesia, Iran, Iraq, Israel, Italy, Malta, Malaysia, North Korea, Poland, Saudi Arabia, Singapore, Syria, Turkey, Tasmania and the Vatican City; the US states of Arizona, Arkansas, Connecticut, Delaware, Florida, Louisiana, Maryland, Montana, South Carolina, South Dakota, and Tennessee, Maine and Indiana.

We reserve the right to monitor the location from which you access our services. You may be also required to confirm the location in which you are playing from. Despite our best endeavours, we can in no way guarantee the status of laws nor that the interpretation of those laws will not change and negatively affect our services. We reserve the right to modify, suspend, terminate and/or interrupt the services if necessary in any and/or all territories without prior notice. Depending on your territory we reserve the right to limit the range our services offered to you.

1.2.2 Legal Disclaimer

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

2.0 Software and/or Services

To participate in competitions you will need to download software in the form of smartphone applications directly from our

website, and sometimes you will download software from a third party, such as a game developer, online application stores, but in either case your use of the smartphone application software is subject to:

2.1 License to use website and/or smartphone applications

Unless otherwise stated, Ozoneplay and/or its licensors own the intellectual property rights in the website and/or associated smartphone Applications and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or associated smartphone Applications;
- redistribute material from this website except for content specifically and expressly made available for redistribution.

2.2 Acceptable use

You must not use the website and/or associated smartphone applications in any way that causes, or may cause, damage to the website and/or applications or impairment of the availability or accessibility of the website and/or Applications; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the website and/or associated applications to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the website and/or associated applications without Ozoneplay's express written consent.

You must not use the Ozoneplay website and/or associated smartphone applications to transmit or send unsolicited commercial communications.

You must not use the Ozoneplay website and/or associated smartphone applications for any purposes related to marketing without Ozoneplay's express written consent.

You may only have one active account. If you setup more than one account, you may be suspended and may lose your right to use the Website and/or smartphone application software and services. Operating multiple active accounts with cash balances may constitute fraud, you may be prosecuted and all funds (deposits and earnings) may be seized.

You are prohibited from selling, transferring and/or acquiring accounts for or from other account holders.

Ozoneplay is not and must not be regarded as a financial institution. No interest is paid on any funds, irrespective of the amount held in your account.

It is your responsibility to keep track of earnings and report them to the proper authorities, if you reside in a jurisdiction where those earnings are taxable.

You may cancel your account at any time by emailing support@ozoneplay.com

2.3 Restricted access

Access to certain areas of the website and/or smartphone Applications is restricted. Ozoneplay reserves the right to restrict access to areas of the website and/or associated smartphone Applications, or indeed the entire website and/or Applications, at Ozoneplay's discretion.

If Ozoneplay provides you with a user ID and password to enable you to access restricted areas of the website and/or associated smartphone Applications or other content or services, you must ensure that the user ID and password are kept confidential.

Ozoneplay may disable your user ID and password at its sole discretion without notice or explanation.

2.4 Ownership

The entire website content, the smartphone application software and/or services, and all Ozoneplay products and/or services, and all Ozoneplay logos, or "look and feel", including digital assets, and all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein; no right or license is granted hereunder, express or implied, to any intellectual property rights and your use of our website and/or smartphone applications software does not convey or imply the right to use our services or software in combination with any other information or products and/or services.

2.5 Alpha or Beta Releases

From time to time we may release products and/or services identified by us as "alpha" or "beta" version. You acknowledge and agree that an Alpha or Beta service release may contain more or fewer features than the final release of the applications or service. We reserve the right, in our sole discretion, not to release a final release of an Alpha or Beta service or to alter its features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. Alpha or Beta release services may not be suitable for production use and may contain errors affecting proper operation and functionality. Use of

these pre-production releases is entirely at your own risk.

3.0 Payments and Competition Rules

3.1. Competition or Tournament entry

Users can enter cash competitions by making a cash payment entry fee through in-app purchases or credit/debit card via the Ozoneplay website or PayPal or wire transfer, if available. Ozoneplay reserves the right to decrease or increase the methods by which payments can be received from users. In some instances, a user may enter a competition or tournaments for free subject to them having earned a sufficient number of virtual dollars (v\$), if virtual dollars are available on the platform. We may change the price of entry to our tournaments or competitions at any time, but no price change will affect previous purchases.

The threshold entry level may be altered or amended at Ozoneplay's discretion without notice to users. Ozoneplay operates three types of competitions: (1) Unlimited tournaments that allow many users to compete against one another with the results being decided by their position on a leaderboard; (2) One to one competitions where a single player competes against another single player who are randomly selected according to a random player generator; (3) Multiplayer competition where a user can host his or her own competition and invite others to participate in a closed network cash competition.

3.1.1 Unlimited tournament entry

Ozoneplay will host cash tournaments from time to time. To qualify for entry to these tournaments, users must comply with the following terms:

3.1.1.1 Only registered users may enter.

3.1.1.2 We may request the identity of users to be verified. Users will submit all information requested to enable us to confirm your identity.

3.1.1.3 An entry fee must be paid by the user.

3.1.1.4 Any user found to have been cheating will be disqualified forthwith and any money they have deposited will be confiscated and, if necessary, we will launch criminal proceedings against them.

3.1.1.5 Multiple entry is permitted until the competition closing date and time so long as user pay the entry fee each time.

3.1.1.6 Winners of tournaments will be determined purely on the best verified scores.

3.1.1.7 A user may only receive one prize per competition irrespective of the number of entries. A user's best score will determine the prize money awarded.

3.1.1.8 In the event of a tie, the prize money will be split equally.

3.1.1.9 Prize money is non-exchangeable and non-refundable.

3.1.1.10 Winners accept that they comply with the use of their name or account identity for use in promotional campaigns operated by us.

3.1.1.11 Unlimited tournaments are not open to Ozoneplay employees, agencies or partners or anyone else connected to the Competition.

3.1.1.12 A list of winners may be obtained by emailing support@ozoneplay.com.

3.1.1.13 No other party, except Ozoneplay Limited hosts and manages cash competitions from the Ozoneplay App. Availability of the Ozoneplay App from the Apple App Store, Google Play Store, or any other mobile stores does NOT indicate nor imply that these app stores sponsor, directly or indirectly, the competitions operated on the Ozoneplay App.

3.1.2 one to one player competitions

3.1.2.1 Ozoneplay pairs a user with a random player

3.1.2.2 Both players must be logged into their account

3.1.2.3 Each player must pay a minimum entry fee in USD.

3.1.2.4 Entry fees are set by Ozoneplay and are subject to change with or without notice to players.

3.1.2.5 Entry fees must be mutually accepted by both players.

3.1.2.6 The winner is determined by the score in the competition.

3.1.2.7 The winner will win eighty (80) percent of the total entry fee of both players. Ozoneplay will charge a hosting fee of 20 percent.

3.1.2.8 In the event of a tie, the competition is nullified and the full entry fee refunded to each player.

3.1.2.9 Prize money is non-exchangeable and non-refundable.

3.1.2.10 Winners accept that they comply with the use of their name or account identity for use in promotional campaigns operated by us.

3.1.2.13 No other party, except Ozoneplay Limited hosts and manages cash competitions from the Ozoneplay App. Availability of the Ozoneplay App from the Apple App Store, Google Play Store, or any other mobile stores does NOT indicate nor imply that these app stores sponsor, directly or indirectly, the competitions operated on the Ozoneplay App.

3.1.3 multiplayer or play with friends competitions

3.1.3.1 A user must initiate a one to many player competition and invite other players.

3.1.3.2 All players must be logged into their account.

3.1.3.3 Each player must pay a minimum entry fee in USD.

3.1.3.4 Entry fees must be mutually agreed and accepted between all participating players.

3.1.3.5 Entry fees are set by Ozoneplay and are subject to change with or without notice to players.

3.1.3.6 The winner is determined by the score in the competition.

3.1.3.7 The winner will win eighty (80) percent of the total entry fee of all players. Ozoneplay will charge a hosting fee of 20 percent.

3.1.3.8 In the event of a tie, the competition is nullified and the full entry fee refunded to each player.

3.1.3.9 Prize money is non-exchangeable and non-refundable.

3.1.3.10 Winners accept that they comply with the use of their name or account identity for use in promotional campaigns operated by us.

3.1.3.11 No other party, except Ozoneplay Limited hosts and manages cash competitions from the Ozoneplay App. Availability of the Ozoneplay App from the Apple App Store, Google Play Store, or any other mobile stores does NOT indicate nor imply that these app stores sponsor, directly or indirectly, the competitions operated on the Ozoneplay App.

If there are charges or fees to your account you agree to pay them. All fees or charges are prepaid and are non-refundable. You are responsible entirely and fully for charges, fees, liabilities, deposits, withdrawals to your account.

If there is an error on your account, you must inform us within fifteen (15) days. We will then formally investigate the error which may take up to 90 days to investigate and correct, if it is determined an error has occurred. At any time we will not be liable for any losses resulting from the error and we will not be required to correct the error or provide a refund.

During your engagement with our website, and/or associated smartphone applications and services, you will either be a 'non-cash player' or a 'cash player'. Non-cash players, play games for free without paying an entry fee. Cash players are required to pay an entry fee to enter a cash competition. A cash player must have a positive account balance to enter a cash competition. You consent to allowing us to share your personal and payment information in confidence with third party service providers for the purposes of validating your identity and assessing the transaction risk associated with accepting your selected method of payment, and for any other purpose as detailed in our Privacy Policy.

For credit card deposits made by you, we will submit an authorization request to the issuing bank via our third party payment clearing providers. These funds will be credited to your account and used by you to enter cash competitions if required. When you withdraw funds from your account, you may be required to submit your identifying information. Failure to provide your identifying information may result in our inability to process your withdrawal for any prize money.

When you pay by credit card, you represent to us that you are the authorized user of such credit card. You must notify us promptly of any changes to your credit card account number, its expiration date and/or your billing address; similarly if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with the our services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your account, forfeiture of prize money, and pursuit of civil litigation and/or criminal prosecution.

3.2 Withdrawal and Payments

You can request the withdrawal of any money held in your account that you have either deposited or won or earned in the cash tournaments or competitions via the Ozoneplay website. Please note, however, that each such withdrawal is subject to a withdrawal fee and minimum withdrawal amount of twenty (\$20) USD dollars, excluding credits given to you by Ozoneplay. You may not withdraw funds that have been credited to your account during signup or registration or credited as a result of promotional campaigns that we may operate or those funds accredited for referrals. We will use our best endeavours to release funds from your account within two weeks. Occasionally additional security checks may extend this one month. Once approved, all withdrawn money will be paid into the user's PayPal account only. You accept that all payments you make to Ozoneplay are authorized and you will not attempt to reverse a payment in order to avoid a legitimate liability. You can view your account balance by logging into your account on the Ozoneplay App. Interest is not payable on account balances. There is no credit facility. It is your responsibility to maintain sufficient funds in your Account, and to pay your entry fees accordingly. We reserve the right to disqualify you from any competition to which you may have been inadvertently accepted if your account does not have sufficient funds to cover the whole of the entry fee. Deposits to your account can be made using in-app purchases or the Ozoneplay App via our secure payment gateway partner.

3.2.1 Refund policy

All fees or charges are prepaid and are non-refundable. There is no physical shipment of goods. The payments you make are credited to your Ozoneplay account for the purpose of purchasing entry to cash competitions. Unless required by law there is no refund.

3.3 Identity and Anti-Money Laundering

Any suspicious activity or transactions may be reported to the relevant authorities. We reserve the right to check your transactions to prevent money laundering. Your transactions may be held for review by us or by an authorized third party to insure against fraud. Ozoneplay does not allow the depositing of funds until or unless a user has registered with Ozoneplay and has created an account confirming acceptance of the User Terms & Conditions. We may request documents to confirm identity, age, address and proof of depositing-card ownership prior to allowing the withdrawal of funds. You may not register using a fictitious name or an anonymous account. Fictitious names and associated accounts will be quarantined immediately. Payments made to users will require evidence of your identity to be confirmed prior to any transfer of funds.

4.0 User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the website and/or associated smartphone applications, for whatever purpose.

You grant to Ozoneplay a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and

distribute your user content in any existing or future media. You also grant to Ozoneplay the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Ozoneplay or a third party (in each case under any applicable law).

You must not submit any user content to the website and/or associated smartphone applications that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Ozoneplay reserves the right to edit or remove any material submitted to the website and/or associated smartphone applications, or stored on Ozoneplay's servers, or hosted or published upon the website and/or associated smartphone applications.

Notwithstanding Ozoneplay's rights under these terms and conditions in relation to user content, Ozoneplay does not undertake to monitor the submission of such content to, or the publication of such content on, the website and/or associated smartphone applications.

4.1 Fraud

Any activity you conduct, maliciously or not, in our opinion that adversely affects the standard operation of our website and/or associated smartphone applications is strictly prohibited. If you undertake unfair methods when participating in competitions in whatever nature, including but not limited to opening multiple accounts, the use of unauthorized software, colluding with other players your account will be suspended and all the data we hold in relation to your fraudulent activity may be handed over to the relevant authorities for prosecution.

Your account will be blocked and all the funds in your account will be frozen as we reserve the right to report any money laundering or illegal activity. We may take legal action against you and/or your co-conspirators at our discretion, including criminal proceedings, including without limitation recovering all of our fees and expenses (including reasonable legal fees) in connection with such efforts.

4.2 Unauthorized Access.

Any attempt to gain unauthorized access to our systems or any other user's account or deliberately damage or undermine the services we offer will be subject to civil and/or criminal prosecution. We will immediately terminate your account and you will forfeit your prize money. You acknowledge that we are not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of our services or your account.

5.0 Dispute resolution and arbitration

In the event of a Dispute, we must give each other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party issuing a dispute. This must also include details of the Dispute, and the remedy required. You must send any Notice of Dispute by mail to Ozoneplay Limited, Legal Department, 215A Business First, Davyfield Road, Blackburn, BB1 2QY, United Kingdom. We will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. We will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence arbitration.

If you and we do not resolve any Dispute by informal negotiation, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final. Any court with jurisdiction over the parties may enforce the arbitrator's award.

To the maximum extent permitted under applicable law, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any Dispute heard as a class action. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

Arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of these Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope admissible under applicable Laws, and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These terms govern to the extent they conflict with the arbitrators' commercial rules. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder.

Claims or Disputes must be filed within one year. To the extent permitted by applicable law, any claim or Dispute under these Terms must be filed within one year from the date of the cause of action. If a claim or dispute isn't filed within one year, it's permanently barred.

6.0 Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only by Ozoneplay on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way

different to that stated above without your explicit permission.

7.0 Cookies

Like most interactive websites, Ozoneplay's website may use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

8.0 Links to the Ozoneplay website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of the Ozoneplay website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

9.0 Links from the Ozoneplay website

Ozoneplay does not monitor or review the content of other party's websites which are linked to from the Ozoneplay website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. Ozoneplay will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

10.0 No warranties

The website and/or associated smartphone applications is provided "as is" without any representations or warranties, express or implied. Ozoneplay makes no representations or warranties in relation to the website and/or associated smartphone applications or the information and materials provided on the website and/or associated smartphone applications.

Without prejudice to the generality of the foregoing paragraph, Ozoneplay does not warrant that:

- the Ozoneplay website and/or associated smartphone applications will be constantly available, or available at all; or
- the information on the website and/or associated smartphone applications is complete, true, accurate or non-misleading.

Nothing on the website and/or associated smartphone applications constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

11.0 Limitations of liability

Ozoneplay will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the Ozoneplay website and/or associated smartphone applications:

- to the extent that the website and/or associated smartphone applications is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Ozoneplay has been expressly advised of the potential loss.

12.0 Exceptions

Nothing in the website and/or associated smartphone applications disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the website and/or associated smartphone applications disclaimer will exclude or limit Ozoneplay's liability in respect of any:

- death or personal injury caused by Ozoneplay's negligence;
- fraud or fraudulent misrepresentation on the part of Ozoneplay; or
- matter which it would be illegal or unlawful for Ozoneplay to exclude or limit, or to attempt or purport to exclude or limit, its liability.

13.0 Reasonableness

By using the website and/or associated smartphone applications, you agree that the exclusions and limitations of liability set out in this website and/or associated smartphone applications disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Ozoneplay website and/or associated smartphone applications.

14.0 Other parties

You accept that, as a limited liability entity, Ozoneplay has an interest in limiting the personal liability of its officers and employees.

You agree that you will not bring any claim personally against Ozoneplay's officers or employees in respect of any losses you suffer in connection with the website and/or associated smartphone applications.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the Ozoneplay website and/or associated smartphone applications disclaimer will protect Ozoneplay's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Ozoneplay Limited.

15.0 Copyright infringement

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please send us an email at <mailto:legal@ozoneplay.com>

16.0 Unenforceable provisions

If any provision of the website and/or associated smartphone applications disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of the website and/or associated smartphone applications disclaimer.

17.0 Indemnity

You hereby indemnify Ozoneplay and undertake to keep Ozoneplay indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Ozoneplay to a third party in settlement of a claim or dispute on the advice of Ozoneplay legal advisers) incurred or suffered by Ozoneplay arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

18.0 Breaches of these terms and conditions

Without prejudice to Ozoneplay's other rights under these terms and conditions, if you breach these terms and conditions in any way, Ozoneplay may take such action as Ozoneplay deems appropriate to deal with the breach, including suspending your access to the website and/or associated smartphone applications, prohibiting you from accessing the website and/or associated smartphone applications, blocking computers using your IP address from accessing the website and/or associated smartphone applications, contacting your internet service provider to request that they block your access to the website and/or associated smartphone applications and/or bringing court proceedings against you.

19.0 Amendments to the Terms and Conditions

Ozoneplay reserves the right to revise these terms and conditions from time-to-time and your continued use of the website and/or associated smartphone applications will signify your acceptance of any adjustment to these terms. Revised terms and conditions will apply to the use of this website and/or associated smartphone applications from the date of the publication of the revised terms and conditions on the Ozoneplay website and/or associated smartphone applications. Please check the terms and conditions regularly to ensure you are familiar with the current version.

20.0 Assignment

Ozoneplay may transfer, sub-contract or otherwise deal with Ozoneplay's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

21.0 Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22.0 Entire agreement

These terms and conditions constitute the entire agreement between you and Ozoneplay in relation to your use of the Ozoneplay website and/or associated smartphone applications, and supersede all previous agreements in respect of your use of the website and/or associated smartphone applications.

23.0 Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

24.0 Law and jurisdiction

The laws of England and Wales govern these terms and conditions. By accessing the Ozoneplay website and/or associated smartphone applications, and using our services/buying our products, you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. Failure of Ozoneplay to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be

construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

25.0 Registrations

Ozoneplay Limited, company registration number 9958245.

You can contact Ozoneplay Limited by email at info@ozoneplay.com