# **Terms of Service**

# 1. Introduction; Your Agreement to these Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT. Welcome to the services operated by "QUICK PAYMENTS SOLUTION" MChJ (with its affiliates"**Manydonate**") which enables users either to create, organize, manage and share tournaments or to participate in tournaments or any other available services on the website available at https://Manydonate.com, and its network of websites, software applications, or any other products or services offered by Manydonate (the "**Manydonate Services**"). Other services offered by Manydonate may be subject to separate terms.

"QUICK PAYMENTS SOLUTION" MChJ is not a regulated financial services provider.

1.1. When using the Manydonate Services, you will be subject to Manydonate's Privacy Policy, and you be subject to additional guidelines or rules that are posted on the Manydonate Services or made available to you, or applicable to specific services and features that are disclosed to you in connection with such services. Manydonate may also offer certain paid services, which are subject to the Terms of Sale as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines are incorporated into these Terms of Service by reference.

1.2. The Terms of Service apply whether you are a user that registers an account with the Manydonate Services or an unregistered user. You agree that by clicking "Sign Up" or otherwise registering, downloading, accessing or using the Manydonate Services, you are entering into a legally binding agreement between you and Manydonate regarding your use of the Manydonate Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agr ee to these Terms of Service, do not access or otherwise use any of the Manydonate Services.

1.3. Any new features or tools which are added to the service shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## 2. General Conditions.

## We reserve the right to refuse service to anyone for any reason at any time.

2.1. You understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.2. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

2.3. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

# 3. Manydonate Users

"*Content creator*" ("Streamer") responsible for the contribution of information to any media and/or digital media. A content creator can contribute any of the following: blog, news, image, video, audio, email, social updates and other related content, production, reproduction, storage and distribution of which is not prohibited by law. Content creation is described as the creation of the material people contribute to the online world.

"*Content*" is something that is to be expressed through some medium, as speech, writing or any of various "**AQUIGKePA-EXPANSIONS SCOFFICIENTS Content**" is something and updating websites, blogging, photography, videography, online commentary, the maintenance of social media accounts, and editing and distribution of digital media.

"Viewers" enable users that view content through Manydonate platform.

# 4. <u>Use of Manydonate</u> by Minors and Blocked Persons.

The Manydonate Services are **not available** to persons **under the age of 18**. The Manydonate Services are also not available to any users previously removed from the Manydonate Services by Manydonate. Finally, the Manydonate Services are not available to any persons barred from receiving them under the laws of the European Union (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE MANYDONATE SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM RECEIVING THE MANYDONATE SERVICES.

# 5. Tournaments.

The tournament organized by QUICK PAYMENTS SOLUTION MChJ according to the Tournament and Rules.

# 6. Privacy Policy.

Your privacy is important to Manydonate. Please see our Privacy Policy for information relating to how we collect, use, and disclose your personal information, and how you can manage your online privacy when you use the Manydonate Services.

# 7. Modifications to the Service and Prices.

7.1. Prices and/or fees for our Service are subject to change without notice.

7.2. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

7.3. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

# 8. Cookies.

We employ the use of cookies. By using Manydonate's website you consent to the use of cookies in accordance with Manydonate's privacy policy. Most of the modern day interactive web sites 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 / advertising partners may also use cookies.

### 9. Tipping.

9.1. Manydonate Services enable users that view online gaming streams ('Viewers') to transfer tips or donations ('Tips') to game streamers ('Streamers') and to submit requests to Streamers ('Requests'). Any transactions on the Manydonate platform is displayed in DST.

The currency: You will be able to Tipping in EUR using your bank card.

Tips transfer: Entering card details and pushing the button donate Viewer automatically confirming Viewer goodwill to transfer indicated by Viewer amount of Tips to Streamer.

Value fixation for Streamers: Using value fixation function you give the order to Manydonate to convert all funds that go into your wallet immediately into EUR and store it until further notification.

9.2. Tips that are suspected by Manydonate (at its sole discretion) to be fraudulent or to have been obtained via suspicious activity, such as without streaming, (and in either of such cases, Manydonate shall use reasonable efforts to refund any such Tips to the Viewer who made such payment). Manydonate shall in no event be responsible or liable for: (A) the acknowledgment or fulfillment of a Request by any Streamer; (B) any action or default by any Streamer or Viewer or any interaction between a Streamer and a Viewer; and (C) any unfulfilled Tip-payment transaction which results from incorrect payment information provided by the Viewer or which is made not in accordance with these terms. By offering a Tip, you, as a Viewer hereby confirm that: (i) you are using a valid credit card which is owned by you for the payment of the Tip and providing complete and accurate information in connection with the transaction; and (ii) no goods or services have been offered to you in consideration for the Tip and the Tip payment has not been solicited in any way. For all Tips transferred through Manydonate, any request for cancelation or refund should be sent via email to support@manydonate.com, subject to the fact that all Tip charges are nonrefundable and cannot be withdrawn or charged back by Viewers. Viewers hereby confirm and acknowledge that Tips shall not be subject to or conditioned upon any consideration or benefit, including without limitation the performance of Requests.

### **RECEIVING TIPS**

9.3. We reserve the right to collect a fee for tips received. Fees are subject to change without prior notification, it is your responsibility as the user to stay updated on Fees and changes to the Fees. When receiving tips, you are liable for any chargebacks or disputes that may occur thereafter in association with those transactions. We are not liable for any charges that may be incurred from these chargebacks or disputes. At any point our payment processors determine you are incurring excessive Chargebacks, your Manydonate account may results in additional controls and restrictions on your balance.

9.4. You agree to send any type of identification that is asked for in order to complete a withdrawal request. You agree to pay a fee for any withdrawal. If bank account information and country of issuance is incorrect, you are subject to a delay in your withdrawal and/or account deletion. If country of issued bank account is incorrect, you will not be able to change it. You must contact Manydonate support immediately.

9.5. By accepting this agreement, you authorize us to convert all Tips into DST on your behalf when such funds send to your wallet by Viewers. You have the right to use value fixation

function that will convert all funds that go into your wallet immediately into EUR and store in it until further notification.

9.6. Your authorizations set forth herein will remain in full force and effect until your Manydonate account is closed or terminated.

9.7. You agree to pay all fees assessed by us to you for providing our payment processors services. Tippers have the option to pay for your fee at the point of the tip transaction. Due to currency exchange discrepancy from Manydonate API and our payment processor's API the total charge to the Viewer. If they decide not to opt in to pay the fee, you are fully responsible for it.

9.8. You understand and agreed that any withdraws from your account should be made only to the bank card which belongs to you. Any withdraws on the third-party bank card prohibited by the platform.

## 10. Allowed countries for payouts VISA

The following countries allowed for Visa payouts, if your country is not in the following list please contact support@manydonate.com t for additional information regarding Visa payouts.

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK, Armenia, Australia, Bahrain, Bangladesh, Belarus, Bolivia, Botswana, Brazil, Chile, Dominican Republic, Georgia, Ghana, Hong Kong, India, Indonesia, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Lebanon, Malaysia, Maldives, Mexico, Moldova, Mongolia, Morocco, Namibia, New Zealand, Nicaragua, Oman, Peru, Philippines, Qatar, Russia Federation, Saudi Arabia, Singapore, South Africa, Taiwan, Thailand, Turkey, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Vietnam.

### 11. Manydonate Fee.

Commission for withdrawing funds from an account 4,77% from total withdrawing amount. Commission for sending Tips through Manydonate 4,77% from total sending amount.

## 12. Account and Password.

12.1. In order to use certain features of the Manydonate Services and open an account, you would have to pass KYC using our KYC provider.

12.2. You are solely responsible for all information provided by you to the KYC provider. You are clearly understand that by providing false information, fake documents or documents which belong to the other person you are committing crime and you can be prosecute in fraud by the law enforcement.

# PLEASE NOTE! USERS WHO HAVE NOT PASS KYC WILL NOT BE ABLE TO WITHDRAW FROM THEIR ACCOUNT AND WILL NOT BE ABLE TO TIP.

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

12.4. Unless expressly permitted in writing by Manydonate, you may not sell, rent, lease, share or provide access to your account (wallet) to anyone else, including without limitation charging anyone for access to administrative rights on your account (wallet). Manydonate reserves all available legal rights and remedies to prevent unauthorized use of the Manydonate Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such **unauthorized** use.

### 13. List of the countries under sanction which are blocked by the platform:

Iran, North Korea, Syria, Sudan, Cuba, Venezuela, Crimea, Sevastopol, Afghanistan, Yemen, Somalia, Zimbabwe, Nicaragua, Mali, Libya, Lebanon, Iraq, Central African Republic, Congo, Burundi, South Sudan. Conducting any transactions with citizens of the above countries is prohibited.

https://www.sanctionsmap.eu/#/main

## 14. Account Suspension.

14.1. In consideration of use of the Service, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if our payment processor has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, our payment processor may suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof. Failure to submit required information may limit your ability to withdraw and/or transfer your pending balance.

14.2. Manydonate may delay for a necessary term, but in no case more than 90 days ("Investigation Period"), and/or cancel any collection of Tips from the Viewers and/or the following payment to the Streamer for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. In case if the Agreement between the Manydonate and the Streamer was terminated during the Investigation Period, the Manydonate reserves the right to delay the fulfilment of its obligations in respect of collection or cancellation of collection and/or following payment of Tips to the Streamer until the end of the Investigation Period. The Streamer may provide Manydonate the documentary confirmation of absence of unlawful activity or fraud for possible acceleration of the investigation.

14.3. Manydonate reserves the right to immediately and without notice suspend any Streamer account, temporarily or definitively, in case of misconduct attributable to the User in question if in violation of any provision of the present Terms of Service.

14.4. In this case, as a penalty, Manydonate may decide not to reimburse all or part of the amounts corresponding with the account maintenance possibly associated with this Streamer's account and that it considers necessary in order to repair damages of any nature whatsoever that it may have suffered. If Manydonate decides to return all or part of the amounts corresponding with a possible account maintenance at the time of the closing of this account, the Streamer will have a maximum of 1 (one) month in which to contact Manydonate after receiving the third e-mail from Manydonate informing the Streamer of its decision, and to provide all information needed for the repayment of the amount in question. After the aforesaid time limit or if the information needed for the repayment is not provided, Manydonate will be released from any possible repayment obligation.

## 15. Use of Devices and Services.

Access to the Manydonate Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Manydonate Services.

## 16. User-generated Content.

You agree to grant your permission to the Manydonate to use your User-generated content (such as images, videos, text, and audio, that has been posted by you on online platforms including but not limited social media platforms) for promotion, marketing and advertising.

# 17. Prohibited Conduct.

YOU AGREE NOT TO violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while on the Manydonate Services.

You agree that you will comply with these Terms of Service and will not:

i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;

ii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Manydonate Services accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Manydonate Services, or perform any other similar fraudulent activity;

iii. make unsolicited offers, advertisements, proposals, or send junk mail or spam to users of the Manydonate Services, including, without limitation, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities;

iv. harvest or collect the email addresses or other contact information of other users from the Manydonate Services;

v. defame, harass, abuse, threaten or defraud users of the Manydonate Services, or collect, or attempt to collect, personal information about users or third parties without their consent;

vi. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Manydonate Services or User Content, features that prevent or restrict use or copying of any content accessible through the Manydonate Services, features that enforce limitations on the use of the Manydonate Services or User Content, or delete the copyright or other proprietary rights notices on the Manydonate Services or User Content;

vii. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Manydonate Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;

viii. modify, adapt, translate or create derivative works based upon the Manydonate Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

ix. interfere with or damage operation of the Manydonate Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

x. relay email from a third party's mail servers without the permission of that third party;

xi. access any website, server, software application, or other computer resource owned, used and/or licensed by Manydonate, including but not limited to the Manydonate Services, by means of any robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures Manydonate may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used and/or licensed Manydonate, including but not limited to the Manydonate Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Manydonate Services;

xiii. interfere with or disrupt the Manydonate Services or servers or networks connected to the Manydonate Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Manydonate Services; use the Manydonate Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Manydonate Services, or that could damage, disable, overburden or impair the functioning of the Manydonate Services in any manner;

xiv. use or attempt to use another user's account without authorization from that user and Manydonate;

xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Manydonate Services that you are not authorized to access;

xvi. attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

xvii. use the Manydonate Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

Manydonate takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Manydonate liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter when using the Manydonate Services. Your use of the Manydonate Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Manydonate Services will not contain any content that is prohibited by such rules.

Manydonate is not liable for any statements or representations included in User Content. Manydonate does not endorse any User Content, opinion, recommendation, or advice expressed therein, and Manydonate expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Manydonate reserves the right to remove, screen or edit any User Content posted or stored on the Manydonate Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Manydonate Services at your sole cost and expense. Any use of the Manydonate Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Manydonate Services.

### 18. Third Party Content.

18.1. In addition to the User Content, Manydonate may provide other third party content on the Manydonate Services (collectively the "Third-Party Content"). Manydonate does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third Party Content, update, or monitor it. Therefore we are not responsible for any Third Party Content on the Manydonate Services.

18.2. You are responsible for deciding if you want to access or use third party websites or applications that link from the Manydonate Services ("Reference Sites"). Manydonate does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Manydonate Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

## 19. Termination.

To the fullest extent permitted by applicable law, Manydonate reserves the right, without notice and in our sole discretion, to terminate your license to use the Manydonate Services (including to post User Content), and to block or prevent your future access to and use of the Manydonate Services, including where we reasonably consider that: (a) your use of the Manydonate Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Manydonate Services; or (c) we are unable to continue providing the Manydonate Services to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to your account. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Manydonate Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Manydonate in operating the Manydonate Services, is to terminate your account and to discontinue use of any and all parts of the Manydonate Services.

### 20. Waiver.

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

## 21. Compliance with Intellectual Property Laws.

21.1. When accessing or using Manydonate, you agree to obey the law and to respect the intellectual property rights of others. Your use of Manydonate is at all times governed by and subject to laws regarding copyright,. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any Content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or Content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rightsproving that any Content does not violate any laws or intellectual property rights rests solely with you.

21.2. The Content on Manydonate, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to Manydonate, subject to copyright and other intellectual property rights under European Union and foreign laws and international conventions. Content on Manydonate is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Manydonate reserves all rights not expressly granted in and the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of Manydonate or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of Manydonate or the Intellectual Property therein.

### 22.Taxes.

22.1. You are responsible to determine if any taxes apply to the tips sent or received using our Service. You are responsible for any taxes applicable to earnings through the Manydonate platform.

22.2. It is your responsibility to correctly collect and report taxes to your local tax authority. We are not responsible for taxes arising from any transactions sent through this Service.

### 23. Severability.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## <u>24. Governing Law.</u>

Manydonate reserves the right to discontinue or modify any aspect of the Services at any time. These Terms and the relationship between you and Manydonate shall be governed by and construed in accordance with the laws of London, United Kingdom without regard to its principles of conflict of laws. Subject to the foregoing, you agree to submit to the personal and exclusive jurisdiction of the courts located in London, United Kingdom, and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that (i) Manydonate may seek injunctive relief in any court of competent jurisdiction and (ii) in the event of any dispute relating to Tips processed by Manydonate, such dispute shall be heard in the courts of United Kingdom.

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