

FIRSTPLAY - END USER LICENCE AGREEMENT PLEASE READ CAREFULLY BEFORE ACCESSING THE WEBSITE.

This end-user licence agreement ("EULA") is a legal agreement between you ("End-user" or "you") and FirstPlay Ltd, 5A Baku Street, Floor 9, Student City, Sofia, 1700, Bulgaria ("FirstPlay", "FP", "us" or "we") for:

The "FirstPlay" website solution, the services which are accessible through the solution, and the associated media (the "Application"); and any documents that we make available to you in relation to the Application ("Documents").

Important notice:

By accessing the Application from this website you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular, the privacy policy defined in condition 1.4 and limitations on liability in condition 6.

If you do not agree to the terms of this EULA, we will not grant you the right to use the Application and Documents and you must stop accessing the Application now.

This EULA will cease to apply when you cease to use the Application.

Nothing in this EULA affects your consumer rights for a solution or documents that are defective.

You should print a copy of this EULA for future reference.

You agree as follows:

1.Acknowledgements

1.1 The terms of this EULA apply to the Application or any of the services accessible through the Application ("Services"), including any updates or supplements to any of them, unless they come with separate terms, in which case those terms apply.

1.2 We may change these terms of this EULA at any time, provided that such change does not reduce your rights under these terms or is required by law. We will notify you of the change with details of the change or notifying you of a change when you next access the Application. You may be required to read and accept the new terms to continue your use of the Services. If you do not wish to accept the new terms, you can stop using the Application to end this EULA.

1.3 The terms of our privacy policy from time to time, available at [www.firstplay.io](http://www.firstplay.io) ("Privacy Policy") are incorporated into this EULA by reference. You have a right to end this EULA as set out in clause 1.2 if the Privacy Policy is amended.

Additionally, by using the Application or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Application or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.4 By using the Application or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.6 The Application or any Service may contain links to other third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any operators of Third-party Sites, including the purchase and use of any products or services accessible through them.

## 2. Grant and scope of right to access and use

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a personal, non-transferable, non-sublicensable, non-exclusive right to access and use the Application and Services on the Devices and to access and use the Documents, subject to the terms of this EULA. We reserve all other rights.

## 3. Licence restrictions

3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:

(A) not to modify, adapt, reverse engineer, decompile, disassemble or otherwise discover the source code of any software or documentation comprised in the Application, Documents or Services;

(B) not to rent, sell, lease, sub-license, distribute, assign, copy or in any way transfer the Application, Documents or Services (including the underlying software in the Application or Services);

(C) not to use the Application, Documents or Services in contravention of any requirements notified to it by us;

(D) not to use any automated system or software to extract data from the Application, Documents or Services for commercial purposes (such as screen scraping);

(E) to use the Application, Documents and Services in a lawful and non-defamatory manner;

(F) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

(G) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Application, Documents or any Service, together "Licence Restrictions".

## 4. Intellectual property rights

4.1 You acknowledge that all intellectual property rights in the Application, the Services and the Documents anywhere in the world belong to us or our licensors, that rights in the Application, the Services and the Documents are licensed (not sold) to you, and that you have no rights in, or to, the Application, the Services, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

4.2 You acknowledge that you have no right to have access to the Application in source-code form.

## 5. Your legal rights

5.1 Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 6. Limitation of liability

6.1 You acknowledge that the Application has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Application as described in the Documents meet your requirements. To the extent permitted by law, we disclaim liability for information made available by third parties through the Services.

## 7. Termination

7.1 We may terminate this EULA immediately by written notice to you if you:

- (A) commit a material breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- (B) breach any of the Licence Restrictions.

7.2 On termination of this EULA for any reason:

- (A) all rights granted to you under this EULA shall cease; and
- (B) you must immediately cease all activities authorised by this EULA; and
- (C) you must immediately destroy all copies of materials accessed using the Application and copies of Documents then in your possession, custody or control and, upon request from us, certify to us that you have done so.

## 8. Communication between us

8.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by post to First Play Ltd, 5A Baku Street, Floor 9, Student City, Sofia, 1700, Bulgaria

8.2 If we have to contact you or give you notice in writing, we will do so by email.

## 9. Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

(A) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended to allow for the impact of the Event Outside Our Control on our ability to perform our obligations; and

(B) we will attempt to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## 10. Other important terms

10.1 Any words in this EULA which follow the terms including, include, in particular or for example or any similar phrase shall be read as illustrative and shall not limit the general nature of the related general words.

10.2 You agree that we may transfer our rights and/or obligations under this EULA to another organisation, but only if this will not prejudice your rights under this EULA. If we wish to transfer our rights and/or obligations under this EULA to another organisation in such a way as would prejudice your rights under this EULA, we may not do so without your consent.

10.3 You may only transfer your rights or obligations under this EULA to another person if we agree that you may do so in writing.

10.4 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.6 Please note that this EULA, its subject matter and its formation, are governed by Bulgarian law. You and we both agree that the courts of Bulgaria will have non-exclusive jurisdiction.

## 11. GDPR

The data subject has given consent to the processing of his/her personal data for one or more specific purposes. The data subject(s) has consented to the processing activity. GDPR states it must be freely-given, specific, informed and unambiguous – given by a statement or a clear, affirmative action. We only store information about you, the user, if you use the contact form on

our website. The philosophy of the data storage is privacy by design, as we only store what's absolutely relevant in order to handle your enquiry correctly.

When submitting the form you have to make a choice about accepting these terms and conditions.

11.1 As of May 28th 2018 under GDPR, EU data subjects are entitled to exercise the following rights:

11.2 Right of Access: Find out what kind of personal information is held about you and get a copy of this information.

11.3 Right of Rectification: Ask for your information to be updated or corrected.

Right to Data Portability: Receive a copy of the information you've provided under contract so you can provide it to another organization.

11.4 Right to Restrict Use: Ask for your personal information to stop being used in certain cases, including if you believe that the personal information about you is incorrect or the use is unlawful.

11.5 Right to Object: Object to use of your information where a party is processing it on legitimate interest basis, and object to have your personal information deleted.

11.6 Right to Erasure: Request that your personal information be deleted in certain cases.

11.7 If you want to read more about your rights, we refer you to the official GDPR text:  
<https://gdpr-info.eu/>