

TERMS OF USE

These General Terms of Use (hereinafter the “**Terms**”) apply to any use or consultation of the <https://www.nicecactus.gg> website (hereinafter the “**Site**”), edited by NICECACTUS, a simplified joint stock company registered with the “Registre du Commerce et des Sociétés” of Antibes under the number 829 761 790, Code APE 7112B, headquarters at 950 Route des Colles – 06410 Biot (hereinafter the “**Company**”). The Site is hosted by AMAZON WEB SERVICES EMEA, a limited liability company registered with the “Registre du Commerce et des Sociétés” of Luxembourg under the number 831 001 334, headquarters at 38 Avenue John F. Kennedy L 1855 99137 Luxembourg (hereinafter the “**Host**”).

ARTICLE 1 : PURPOSE

Nicecactus is an international online platform (<https://www.nicecactus.gg>) dedicated to gaming and esports competitions, offering an extensive experience to its users: tournaments, events, VIP experiences...etc.

Created in 2017, Nicecactus has already enabled more than 2.1 Million players to take part in regular online tournaments and challenges on more than 20 video games. The Nicecactus experience has also given them the opportunity to participate in new kinds of physical events or to progress by meeting professional gamers from all walks of life.

Nicecactus also supports brands in their development strategy towards digital natives in an authentic way. Its unique marketing approach "Play Media 3.0" offers brands to go beyond simple advertising by becoming true entertainers. The gaming experiences developed by Nicecactus place brands at the heart of gamers' habits. Every minute spent by a gamer in this branded gaming environment is optimized to provide an immersive and dynamic experience. For more information: business.nicecactus.gg.

The purpose of these Terms of use is to define the conditions under which the user ("You", "Your") may use and consult the Site.

Therefore, You must accept the Terms of use by checking the box "I accept the Terms of use " when You register.

The Company reserves the right to modify the Terms of use at any time by posting a new version on the Site. The Terms of use thus modified will be applicable as soon as they are published online.

ARTICLE 2 - REGISTRATION ON THE SITE

When You register on the Site, You must enter Your email address, Your username and Your password.

You are the sole owner of Your account and acknowledge that You are responsible for any problem that may result from it and more generally for any action taken through Your account. The creation of Your account is personal and may not be used to harm a third party.

Furthermore, You agree to provide only accurate information. This information must not have any sexual or racist connotation. You hereby agree to regularly update Your information.

In case of non-compliance with these Terms of Service, the Company reserves the right to suspend or delete Your user account. You will no longer be able to access Your information, Your account, and all the rights that You have acquired on the Site will be deleted. If You wish to contest the decision taken by the Company, You must provide proof that You did not commit the act for which You are being accused.

You agree to have only one account on the Nicecactus platform.

ARTICLE 3 - CONNECTION TO THE SITE VIA YOUR G4G IDENTIFIERS

The Company also publishes the eu.glory4gamers.com platform. For this reason, You have the possibility to connect to the Site with your G4G credentials.

SECTION 4 - REGISTRATION TO THE SITE VIA THIRD PARTY APPLICATIONS

You have the possibility to create a user account from a third-party application. Among these applications, You can create Your account from Twitch, Discord, Google, Apple, etc. Please note that this list is not exhaustive and other applications may be added or removed.

When You create Your account from a third-party application, You agree to respect the terms of use of the application in question, including but not limited to, the registration process. You also agree to abide by the terms and conditions of registration to the Nicecactus platform, as described in these Terms and Conditions.

By registering directly through third party applications, You expressly agree to the Nicecactus Terms of use and the Nicecactus Privacy and Cookie Policy. You also acknowledge that You are over 12 years old, and if under 16 years old that You have the permission of Your legal representatives.

Finally, by registering via third party applications, You expressly agree to the sending of emails to Your email address that You have provided, for promotional purposes, by Nicecactus and its partners.

If You do not wish to receive emails for promotional purposes from Nicecactus and its partners, You can go to Your dedicated space directly on Your account or send an email to: support@nicecactus.gg, or via the contact form provided for this purpose.

SECTION 5 - NICECACTUS MOBILE APPLICATION

The Nicecactus mobile application allows You to access the features of the Site and much more directly from Your cell phone:

- Find tournaments via a calendar
- Sign up/register easily
- Create and manage your team
- Take a picture of your results when participating in tournaments and upload them to create evidence

- Call a referee or send a message to customer support
- Receive notifications of current and upcoming matches

The mobile application is available for free download on Apple via: <https://apps.apple.com/fr/app/nicecactus/id1533419915?l=en>, and Android via: <https://play.google.com/store/apps/details?id=gg.nicecactus.app>.

For more information on how we handle your personal data on the mobile app, please find the privacy policy here: <https://nicecactus.gg/fr/privacy>.

ARTICLE 6 - PARTICIPATION IN TOURNAMENTS

For any special conditions relating to participation in Nicecactus tournaments (e.g. number of winners, registration deadline, etc.), please refer to the rules of each tournament directly on the Site in the "Rules" section.

6.1 Prohibition of account sharing

All account sharing, multiple accounts, etc., is strictly prohibited. NICECACTUS reserves the right to exclude you from tournaments if you do not comply with these participation conditions.

In case of multiple accounts, You may be banned from the Nicecactus platform.

6.2. Participation of Minors in Tournaments

6.2.1. Participation of minors under the age of 12

In accordance with article R321-44 of the "Code de la Sécurité Intérieure", the participation of a child under 12 years old in video game competitions offering monetary rewards is prohibited.

For competitions that do not offer monetary rewards, parental authorization is required. This authorization must be accompanied by a copy of the passport or identity card of the legal representatives and that of the child.

6.2.2. Participation of minors over 12 years of age

The participation of minors over 12 years of age in video game competitions offering monetary rewards is subject to parental authorization in accordance with the terms of article R321-43 of the French Code of Homeland Security. This parental authorization must be accompanied by valid documents proving the identity of the legal representatives and that of the minor.

6.3. Awards

6.3.1. Monetary rewards

Company reserves the right to change the amount or nature of the prize at any time without notice.

If You are the winner of the tournament, or are one of the winners under the terms of the tournament, You must collect your winnings.

In addition, for the purposes of collecting winnings, You will need to make the collection request directly through Your Wallet accessible through Your User Account. Once the withdrawal request has been made, You will need to fill in Your documents allowing the payment of the reward: bank details, valid proof of identity, etc. You are responsible for providing valid and correct data.

You must have a PayPal account to receive Your winnings. Indeed, the Company uses this totally secure platform to make payments. The PayPal privacy policy is available at this address: <https://www.paypal.com/fr/webapps/mpp/paypal-and-your-data>

Once the requested documents have been sent, Your winnings will be transferred to You within four (4) weeks to six (6) months. This time frame is subject to change. Withdrawal requests from players with a Premium Membership will be given priority.

If You do not claim Your reward within ninety (90) days of the end of the tournament, You will not be able to claim it later. After this period, the due reward is cancelled.

For each request to withdraw Your winnings, You will be charged the following fees: €2.50 service fee + 3% PayPal fee for each withdrawal.

Finally, concerning the declaration of Your winnings, You must declare Your winnings to the tax authorities if You are concerned by this declaration. You are in no way considered as an employee or service provider, no subordination link exists between You and Nicecactus.

Attention: If the sending of the reward is taken in charge by a partner of the Company, this is specified in the rules of the tournament. If you have any problems, you should contact the partner directly.

If You win a tournament or a prize on the Nicecactus computer platform, You authorize Nicecactus and the tournament partner to communicate about Your performance by using Your nickname and Your icon on Nicecactus (Profile Picture or team logo).

6.3.2. Material Rewards

The Company reserves the right to change the nature of the reward at any time and without prior notice.

If You are the winner of the tournament, or are one of the winners according to the terms of the tournament, You must collect your winnings.

Moreover, for the terms of recovery of the winnings, You will receive an email on the email address that You have given during Your registration, in which You will be asked for the

documents and information allowing the sending of the due reward (valid proof of identity, delivery address, telephone number, size in the case of a garment).

Once the requested documents have been sent, Your winnings will be transferred to You within four (4) weeks to six (6) months. This time frame is subject to change. Requests to claim winnings from players who have signed up for a Premium Membership will be given priority.

If You do not claim Your prize within ninety (90) days of the end of the tournament, You will not be able to claim it later. After this period, the due reward is cancelled.

Please note: If the shipping of the reward is handled by the Company's partner, this is specified in the tournament rules. If you have any problems, you should contact the partner directly.

If You win a tournament or a prize on the Nicecactus computer platform, You authorize Nicecactus and the tournament partner to communicate about Your performance using Your nickname and Your icon on Nicecactus (Picture profile or team logo).

6.4. Penalties

6.4.1. Cheating

All participation in the tournament is subject to compliance with certain rules and to Your fair play. It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the game devices offered, particularly in order to modify the results.

Similarly, the use of any third-party program is strictly forbidden (cheating, scripting, etc...). You may not use spam that is not allowed.

If You do not respect these rules, the Company reserves the right to exclude You from the tournament, and in general from the Site. In addition, You will be "blacklisted" by the Company and You will no longer be able to participate in its tournaments and, if applicable, enjoy other benefits of the Site. For any ban, You will have Your prize pool reset to zero at the sole discretion of the referee, as soon as Your ban ends, if it ends at all. If You wish to contest the decision made by the Company, You will have to report the proof that You did not commit the act that You are accused of.

6.4.2. Language abuse and inappropriate behavior

The participation in the tournament is conditioned by Your commitment to adopt a respectful behavior towards the Company, the administrators of the tournament, the players, the partners, etc... You commit Yourself not to infringe the rights of a third person by adopting a behavior or words coarse, insulting and contrary to the principles of the Company.

Failure to comply with these rules will be immediately sanctioned by the Company. The Company reserves the right to exclude You from all its tournaments and more generally from the Site. For any ban, You will have Your prize pool reset to zero at the sole discretion of the referee, as soon as Your ban ends, if it ends at all. If You wish to contest the decision made by

the Company, You will have to report the proof that You did not commit the act which is reproached to You.

SECTION 7 - ACCEPTANCE OF RISKS

You understand and agree that there are risks associated with electronic gaming, including, but not limited to, eye injuries, carpal tunnel syndrome, repetitive stress injuries and other damages associated with long periods of computer and console play. You hereby expressly assume all such risks.

SECTION 8 - PEGI

The Pan European Game Information (PEGI) is a European rating system for video games, which classifies video games according to age and aims to help consumers, especially parents, to be informed about each type of video game by means of different logos, which You can find on the website <https://pegi.info/fr>.

The PEGI of the games is also specified on the parental authorization intended for parents and/or legal representatives of minors over 12 (twelve) years of age who want to participate in electronic game competitions on the Site.

ARTICLE 9 - INTELLECTUAL PROPERTY

The use of the Site does not give You any right, of any nature whatsoever, on the elements present on the Site and in particular the texts, photos, videos, data, posters, logos, trademarks and other elements reproduced on the Site. These elements are reserved and protected by intellectual property law and remain the exclusive property of the Company, and, where applicable, of third parties who have authorized it to reproduce them on the Site.

In this respect and in accordance with the Intellectual Property Code, only use for private use within a family circle is authorized. Any other use is likely to constitute counterfeiting and infringement of related rights, punishable by the said code.

Consequently, You may not, under any circumstances and in any way, represent, distribute, market, modify or license all or part of any of the elements reproduced on the Site and all or part of the Site in general, without the prior and express consent of the Company.

Any illicit use of all or part of the Site, whether it be piracy, counterfeiting, etc., may give rise to legal proceedings.

ARTICLE 10 - PERSONAL DATA

You and the Company acknowledge that You are fully aware of the obligations of the regulations relating to the protection of personal data, i.e. any legislative or regulatory, European, national provision, resulting in particular from Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data, as

well as any other regulation applicable in this area, which may be added to or substituted for it later.

Thus, the Company undertakes to collect only Your personal data that is strictly necessary for the proper functioning of the services it offers.

The Company informs You that it will collect the following personal data concerning You:

- First name and last name
- e-mail address
- Postal address
- Username
- Game history
- Country of origin for statistical purposes
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You are hereby informed that this data will be kept by the Company for the time necessary for processing and until Your account is deleted.

Your data will be kept for a maximum of two (2) years.

In addition, You have the right to access, rectify and delete Your personal data. You can send any request to the service in charge. For any question you can contact the customer service via the forms accessible on the website <https://www.nicecactus.gg>, as follows:

If you are not logged in to your user account you can access the contact form at the bottom of the [nicecactus.gg](https://www.nicecactus.gg) homepage entitled "Contact Us". You must fill in the following fields: name, email, select an option from the drop-down menu (sponsorship, support, etc.) and complete your request by explaining it in the box provided. Then, you must click on "submit".

If you are logged in to your Nicecactus user account, you can access the contact form in the menu on the left side of your home screen "Contact Us". You must complete the following fields: name (optional), email, explain your request in the box provided. You can attach up to 5 files. Finally, you must click on "send".

In addition, specific mentions appear on each collection form to ensure that you are fully informed before any processing of your data.

You are informed that Your banking data will be fully processed by the services of the payment platform Stripe, the payment platform used by the Company. Consequently, the Company cannot be held responsible for the processing of Your banking data. If You wish to have more information on the processing of Your data by the Stripe platform, You can consult the following link: www.stripe.com.

Finally, by participating in tournaments with the Company's partners on the Site, You expressly agree that Your data may be used by the partners for the proper functioning of the services offered.

For more information concerning the processing of Your personal data, You can consult the Personal Data Protection Charter accessible from the following link: <https://nicecactus.gg/fr/?open=privacy>.

You can also contact the Company's support department for any question via: support@nicecactus.gg.

ARTICLE 11 - COOKIES

When You register or connect to the Site, a tab is displayed allowing You to accept or refuse cookies during Your navigation.

If You accept, the cookies integrated into the pages and contents that You have consulted will be stored temporarily in a dedicated space on Your computer and will be readable only by their issuer.

On the other hand, if You refuse to accept cookies or delete those stored on the Site, You will no longer be able to benefit from the functionalities required to navigate certain pages of the Site. In this case, the Company declines all responsibility for the consequences related to the degraded functioning of the Site.

The configuration of the cookies varies according to the browsers, it is described in the help menu of Your browser. This will allow You to know how to modify Your wishes concerning cookies.

ARTICLE 12 - HYPERTEXT LINKS

The Site is likely to contain hypertext links giving access to other Internet sites managed by third parties.

The Company shall not be held responsible, directly or indirectly, for any current or future French or European legal or regulatory violation of an Internet site managed by third parties and for the consequences resulting from this violation.

Consequently, the Company does not control and does not contribute in any way to the elaboration and edition of the contents available on these third party sites.

ARTICLE 13 - WARRANTY

Subject to the legal and regulatory provisions in force, You expressly acknowledge and accept that the Site is provided to You as is, that it is accessible according to its availability and does not present any express or implicit guarantee on the part of the Company. Its use is at Your own risk and under Your entire responsibility.

The Company does not guarantee that the Site, the content and products offered, will perfectly meet Your expectations. The Company also does not guarantee that the Site will not be interrupted or free of errors, that these interruptions or errors will be corrected and that it will not contain any virus.

Any material downloaded or otherwise obtained through the use of the Site is done so at Your own risk. Therefore, the Company will not be responsible for any damage or loss of data suffered by Your computer or any computer equipment used by You.

Also, the Company reserves the right to modify, suspend, remove or disable access to all or part of the Site at any time without notice and shall not be liable for any such modification, suspension, removal or disabling.

You warrant to the Company that Your use of the Site is legal and authorized in all states where You may be connected.

Furthermore, You are informed that the Site and the content it offers cannot be translated into all the languages existing at this time and is not available in all countries of the world. The Company is not responsible for the inaccuracy of the information displayed on the Site.

Finally, no advice or information, whether written or oral, that You may have obtained from the Company or during the use of the Site, shall be likely to characterize any warranty not expressly provided for in the TOS.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE THE COMPANY FROM ANY AND ALL CLAIMS OR DAMAGES OF ANY KIND, KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED, RELATING TO YOUR PARTICIPATION IN ANY EVENT, TOURNAMENT, USE OF GUIDES, OR TRAINING TO IMPROVE YOUR PERFORMANCE. YOU AGREE THAT THIS LIABILITY IS BINDING UPON YOU AND YOUR HEIRS, EXECUTORS, AGENTS, ADMINISTRATORS AND ASSIGNS.

SECTION 14 - LIABILITY AND FORCE MAJEURE

Subject to applicable legal and regulatory provisions, the Company shall not be liable for any damages or losses of any kind (including but not limited to direct, indirect, economic losses or damages) that are directly or indirectly related to:

- The use or inability to use the Site, including but not limited to loss of business, work stoppage, computer equipment failure or malfunction;
- Loss or damage to user account information, statistics, information, lack of inventory;
- Interruption of services, including but not limited to problems with operating systems, hardware failure, billing systems, or any other event that may result in the loss or interruption of services on the Site
- The content of the Site;
- Your use of the Site;

- Any action taken by appropriate internal or external persons in consideration of Your use of the information or the use made by another person;
- Any action taken with respect to copyrights and intellectual property rights;
- Any error or omission in the operation of the services of the Site;
- Any damage to computer hardware or other equipment, including, but not limited to, any damage resulting from breach of security, viruses, bugs, fraud, error, omission, interruption, network failure, delay in operation, even if foreseeable under the contractual relationship or arising from tort (including, but not limited to, caused by force majeure, theft or destruction of property).

Finally, the Company shall not be liable if the amount of compensation for the loss suffered is greater than the amount paid by You during the 12 months preceding the loss.

ARTICLE 15 - CLOSURE OR SUSPENSION OF THE SITE

The Company reserves the right, when it wishes, to modify, interrupt temporarily or permanently, all or part of the Site, without notice or compensation of any kind.

Also, the Company shall not be liable to You or to any third party for any modification, interruption or suspension of the Site.

The version of the TOS that You must respect and that will be used against You in the event of a dispute is the one in force on the Site.

ARTICLE 16 - RULES OF CONDUCT

By registering on the Site, You agree to respect the following rules:

- You must not participate in any activity that violates the laws and regulations in force;
- You may not use the services to which You have access to develop, host or distribute cheats, robotic software, hacks, or any other unauthorized software;
- You may not copy, alter, or modify the source code and content available on the Site, including for commercial use, including without limitation: use in a cyber cafe, computer center, or other location-based site, without the express consent of the Company (a); collecting currency, content, or resources from the Site for sale to third parties (b); selling accounts, login information, or any other confidential information (c);
- You shall not disable, hack into or otherwise attempt to interfere with the security of the Site or any feature that restricts the use or copying of the Site content or Company-owned materials to which the Company has not consented;
- You agree not to use any third party software not authorized by the Company to intercept or harvest information from or through the Site;
- You shall not interfere with the servers or networks of the Site, including but not limited to by transmitting viruses, spyware, malware or other code of a destructive nature. You may not introduce any content or code, or interfere in any way with the Site;
- You may not, except as expressly authorized in writing by the Company, host, provide or develop any content that interferes with the Site, including but not limited to internet or network gaming;
- You shall not destroy, interfere with or disrupt (including scan, probe or test the vulnerability of) any web page available on the Site, servers or networks connected to the Site;
- You shall not solicit, collect or use the login information or personal data of other users;
- You shall not defame, stalk, attempt to intimidate, threaten or impersonate any third party and You shall not publicly disclose on the Site any personal information about Yourself or any other user (bank account details, social security number, private telephone number, private email, etc.);

- You must not behave in a way that is degrading to another person or group, in particular because of their age, religion, gender, sexual orientation, race, ethnic origin or disability;
- You must not use the content of the Site for any purpose that is unlawful or not permitted by law or the Company;
- You may not create or submit any unsolicited mail, email, comments or other forms of commercial communication to other users;
- You shall not create accounts in any inappropriate manner, including but not limited to using any automated device, script, bot, etc;
- You shall not prevent any user from accessing the Site and You shall not encourage the violation of the TOS or any other Company terms;
- You agree not to infringe any patent, trademark, trade secret, copyright, right of publicity or any other right of any third party or other entity;
- You agree not to promote, in any way, any brand that competes with the Company.

SECTION 17 - MODERATION OF OPINIONS AND COMMENTS

The Company makes available to You, on the Site, a chatroom allowing You to communicate with other users (hereinafter referred to as the "Chat"). If You wish to post messages on this Chat, You must do so in accordance with these Terms and Conditions. Therefore, You agree to:

- Use the Chat in accordance with applicable laws and regulations, and in no way that is illegal;
- Not to post or create any hypertext link that:
 - o Contains viruses, files or code designed to interrupt, destroy or limit the Site, collect or store personal information about other users
 - o Infringes upon the identity of a third party, another company, etc.
 - o Is defamatory, offensive, inflammatory, hateful, threatening or otherwise likely to cause annoyance or inconvenience
 - o Infringes or violates the rights of any person, company, corporation, including but not limited to privacy, intellectual property, contractual and confidentiality rights
 - o Discriminates on the basis of race, gender, religion, nationality, disability, sexual orientation or age
 - o Contains advertising or any form of unwanted promotion such as spam;
- Do not use the Chat to interrupt or prevent the proper functioning of the Site, alter its content or render it ineffective;
- Do not attempt to access the Site or its contents in any unauthorized manner.

The Chat is not the responsibility of the Company, which merely provides a means of communication at Your disposal. Therefore, messages posted on the Chat do not reflect the opinion of the Company and are the sole responsibility of their author.

In addition, the Site has a system for moderating messages published on the Chat. Thus, the Company reserves the right to ban any user who does not comply with these rules. You are responsible for the messages that You publish on the Site, You agree to indemnify the

Company for any claims (e.g., attorney's fees) or damages resulting from the publication of Your messages.

Finally, the Company cannot guarantee the truthfulness and accuracy of the information given on the Chat, as this information is not under its responsibility. In the event that You wish to exercise a right, make a claim or bring an action against a third party, You shall do so independently and without recourse against the Company.

SECTION 18 - DURATION

The present Terms of use are provided for an indefinite period. You must abide by the TOS as soon as You accept it by checking the box provided for this purpose, and during the time You use and consult the Site.

SECTION 19 - CUSTOMER SERVICE

The Company's customer service is available from 9:00 AM to 5:00 PM (EU) Monday through Friday for all Your questions and requests for information. For any question you can contact the customer service via the forms accessible on the website <https://www.nicecactus.gg>, as follows:

If you are not logged in to your user account you can access the contact form at the bottom of the nicecactus.gg homepage entitled "Contact Us". You must fill in the following fields: name, email, select an option from the drop-down menu (sponsorship, support, etc.) and complete your request by explaining it in the box provided. Then, you must click on "submit".

If you are logged in to your Nicecactus user account, you can access the contact form in the menu on the left side of your home screen "Contact Us". You must complete the following fields: name (optional), email, explain your request in the box provided. You can attach up to 5 files. Finally, you must click on "send".

You can also visit the Company's social networks listed below:

- Facebook: <https://www.facebook.com/nicecactusgg/>
- YouTube : <https://nicecact.us/YT>
- Twitch : <https://nicecact.us/Twitch>
- Twitter : https://nicecact.us/Twitter_FR
- Discord : <http://nicecact.us/Discord>

Finally, a support address is available for any question: support@nicecactus.gg.

SECTION 20 - STATE LEGISLATION

You are subject to the laws and regulations in force in the countries from which You connect to the Site and where You use the content of the Site. You are solely responsible for compliance with such laws and regulations in force in such jurisdictions.

Accordingly, You agree that the Company is not responsible for any laws in those jurisdictions that restrict or prohibit Your registration with the Site or participation in the Tournaments.

Also, the Company does not warrant that the content of the Site, the services offered or information displayed are appropriate or available for use outside of France. It is strictly forbidden to access or attempt to access the Site from territories where its use is illegal. Finally, if You access the Site from outside France, You do so at Your own risk. You are solely responsible for compliance with local laws.

The Company reserves the right to monitor the location from which You connect to the Site and to block such access if it is illegal or restricted.

SECTION 21 - GOVERNING LAW AND DISPUTE RESOLUTION

The Terms of use are governed and interpreted in accordance with French law.

Therefore, any dispute related to or arising from the validity, execution, interpretation or formation of these Terms of use shall be submitted to the competent French courts.