

**GG CLAN
CUSTOMER TERMS OF SERVICES**

1. PARTIES

1. The terms of this agreement (“**Terms of Services**” or “**Agreement**”) govern the relationship between the Customer (*as defined below*) and GG Clan LTD. (“**GG Clan**” or “**Company**”) regarding the use of online platform located at ggclan.com (“**WebSite**”) including applications owned or operated by the Company and services and products and applications of the Company that are accessible through the WebSite (collectively the “**Platform**”). These terms also apply to any other services that GG Clan may provide in relation to the Platform to the Customer.
2. GG Clan and the Customer hereinafter shall each be referred to as **Party** and jointly as **Parties**.
3. These Terms of Services constitute legal agreement and contain important information about the rights and obligations of the Parties. If Customer wishes to receive Services (*as defined below*) on the Platform, Customer must read and agree to be bound by these Terms of Services. Please see our privacy policy available at ggclan.com/privacy-policy (“**Privacy Policy**”) which shall be deemed additional terms of these Terms of Services. If you do not accept these Terms of Services in full, you are not authorized to receive Services on the Platform and you are not eligible to receive any benefits from any Services.
4. By clicking to accept the Terms of Services, the Customer agrees to the Agreement, our Privacy Policy, and any additional programs and is deemed to have executed the Agreement effective on the date the Customer clicks to accept these Terms of Services. In addition to these Terms of Services, any existing rules of the Platform shall also apply.

2. SCOPE AND TERMS OF SERVICES

1. GG Clan connects gamers with professionals and provides an online platform for the gamers (“**Customer(s)**” or “**you**”) who wishes to acquire in-game training services and assistance and gaming related activities or services (“**Services**”) from experts and professional players (“**Professional(s)**”) who wishes to offer such Services in our Company.
2. There are two types of Services to be provided by Professionals to the Customers, details of which are shown in **Annex I**.
3. Subject to complete and ongoing compliance with these Terms of Services of Customer, GG Clan grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform. GG Clan may revoke this license at any time, in its sole discretion. Upon such revocation, the Customer must promptly destroy all materials downloaded or otherwise obtained from the Platform, as well as all copies of such materials, whether made in accordance with this Agreement or otherwise.
4. The Customer represents and warrants that he/she **(i)** has full authority to enter into this Agreement and perform his/her obligations hereunder, **(ii)** is not a party to an agreement or will not enter into any agreement that would prevent the Customer from complying with this Agreement and **(iii)** shall comply with all applicable laws and regulations regarding his/her performance of this Agreement.
5. GG Clan continuously updates, changes, and develops the Platform and any part of these Terms of Services at its own discretion. GG Clan retains the right to cease the Platform when it is required. GG Clan will provide reasonable notice before any amendment to these Terms of Services that includes material changes to these Terms of Services. A Customer’s continued use of the Platform following GG Clan updates these Terms of Services will constitute acceptance of the amended Terms of Services. GG Clan also reserves the right to change or discontinue any aspect or feature of the Platform. If any future update to these terms requires

any action from the Customer to comply with updates, access to the Platform may be suspended until such action is done.

9. The Customer is liable for ensuring that his/her own software and hardware is suitable and up to date. The Company shall not be liable for any losses and/or damages arising in connection with any software to be uploaded by the Customer while receiving Services.
10. The Platform is available for use only by authorized users in accordance with the terms and conditions set forth in this Agreement.
11. Other than receiving Services by the Customers, the use of the Platform for business or commercial purposes is strictly prohibited. The Customers shall not sell, copy, exchange, transfer, publish, assign, make available to the public, copy, or otherwise distribute anything that Customers obtain or derive from the Platform.
12. The Customer agrees and accepts that if the Customer believes a customer has violated these Terms of Services, the Customer will notify GG Clan regarding such violation.
13. **Mobile Software:**

GG Clan may make available Platform for access via a mobile device (“**Mobile Platform**”). In order to use the Mobile Platform, the Customer must have a mobile device that is compatible with the services provided by GG Clan. GG Clan does not guarantee that the Mobile Platform will be compatible with your device.

14. **Feedback and Ratings:**

- a. Customers may leave Feedback or Review (*as defined below*) about the Professionals with whom they have transacted and may express their opinions publicly through the Feedback and rating system provided by GG Clan. Customers accept, declare, and undertake that they are personally and completely responsible for all Feedback they leave on the Platform. GG Clan is not legally responsible for any Feedback or comments posted or made available by any Professional, Customer, or third party.
- b. Any feedback, comments, questions, or suggestions (collectively, "**Feedback**" or "**Review**") Customer may provide regarding the Platform is entirely voluntary and GG Clan will be free to use such Feedback without any obligation to Customer. By sending GG Clan Feedback, Customer further (i) agrees that GG Clan is under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledges that GG Clan may have something similar to the Feedback already under consideration or in development; (iii) grants GG Clan an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback; and (iv) irrevocably waives, and causes to be waived, against GG Clan and its users any claims and assertions of any moral rights contained in such Feedback. These provisions regarding Feedback will survive any termination of Customer's Account or the Platform. GG Clan may freely delete or remove any Feedback or Review from the Platform in its own discretion.

15. **Provision of Services:**

- a. Customers' requests for the Services may appear to Professional via the Platform. The Professional has the option to accept or decline Customers' request via the Platform within 36 hours. If the Professional accepts Customers' request for the Services within 36 hours, GG Clan will provide Professional with information about the Customer (i.e. location, server, gaming platform) and Customer contact information for the Customers' preferred communication services such as game name, discord id (“**Communication Service**”). Once the Professional has accepted a Customer's

request, the Customer **(i)** shall not contact the Professional outside of the Platform, **(ii)** use the Platform to receive Service. If the Professional shall not respond to the Customer's request within 36 hours, the Customer shall have the right to cancel the Services for the in-game training sessions and shall have the right to receive a refund of the relevant portion of the Service Fee.

- b. The manner and means of performing the Services shall be determined by the Professional solely.
- c. The Customer agrees not to and will not assist, encourage or enable others to use the Platform to: **(i)** violate any third party's right, **(ii)** threaten, harm or harass others, **(iii)** violate the Terms of Services and any applicable law, **(iv)** send bulk emails, surveys or other mass messaging or otherwise attempt to manipulate the GG Clan's search results, **(v)** reverse engineer any portion of the Platform, reformat or frame any portion of the Platform, **(vi)** attempt to gain unauthorized access to the Platform, user accounts, computer systems or networks connected to the Platform, **(vii)** use the Platform or any Content to transmit any viruses, **(viii)** utilize the access to the Platform for any unfair advantage or cheating in any games or in violation of any applicable terms of use of any such game and **(ix)** advertise to any user of the Platform to buy or sell any products or services.
- d. Customer does not advertise any third-party service, platform, software, or application in the Platform.
- e. Customers are expected to comply with the following policies when receiving Services: (i) commit to the scheduled Service session, and (ii) participate in the Service session on time and end the Service session on time.
- f. If the Customer is unable to receive the Services at the time previously agreed with the Professional, Customer agrees to (i) immediately inform the Professional with an explanation and (ii) immediately inform GG Clan at support@ggclan.com. If Customer is unable to inform the Professional in advance due to an emergency, Customer is required to give an explanation to the Professional as soon as possible. Following obtaining consent from the Professional, the Customer may cancel or reschedule any scheduled Services Session at any time that is more than 24 hours before such session is scheduled to start. No Professional service session may be canceled or rescheduled by a Professional or the Customer within 24 hours of the start time for such Professional Service except in the rare case of true emergencies. If the Professional service session is cancelled or rescheduled by the Customer within 24 hours of the start time for such Professional service, the Customer shall pay 50% of the relevant portion of the Service Fee for the session.
- g. The Professional shall be solely responsible for determining the most effective and efficient manner to perform each instance of Services and shall provide all necessary equipment and materials at its own expense necessary for providing Services.

13. Recording of the Services:

- a. The Customer agrees that the Professional is obliged to record Service sessions. All records of the Services sessions are confidential information and are available only to GG Clan if there is a dispute between the Professional and any user of the Platform. The Professional shall not stream the record publicly, but the Customer acknowledges and agrees that any lessons or interactions taking place on the Platform may be live streamed for public viewing.
- b. GG Clan also may monitor, record, and retain the interactions between and among Customers, Professionals, and automated chatbots on the Platform ("**Sessions**"), including any audio, video, or text. Customer hereby consents to: (i) the monitoring, recording, and retention of any Session Customer engages in, which may include

Customer's voice, image, and communications ("**Recordings**"); (ii) GG Clan storing and making use of such Recordings for its own internal business purposes, including without limitation for purposes of Professional evaluation, Professional training, dispute resolution, and improving the Platform and services available through it; (iii) such Recordings being made available to the parties in a Recording (e.g., Customers and Professionals) and their legal guardians (e.g., parents of a minor Customer); (v) such Recordings being used or disclosed by GG Clan to the extent required by law or legal process or to the extent GG Clan deems necessary for purposes of enforcing or protecting its rights or the rights of a third party; and (vi) as Customer otherwise agrees.

- c. Customer hereby waives any rights of publicity, privacy or other rights under applicable law to the extent such rights could be used to prevent GG Clan from using Recordings for the limited purposes set forth in this section or as Customer otherwise agrees and hereby grant a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicensable, and transferable license under any intellectual property rights Customer may have in or to any Recording or content therein to GG Clan to copy, modify, distribute and use such Recording and content for its business purposes as set forth hereunder or as required by law or legal process. Notwithstanding the foregoing, Customer may have certain choices with respect to access to or our retention of Recordings as set forth in our Privacy Policy.
 - d. The Customer agrees not to record, copy, redistribute, broadcast, publicly perform or publicly display any Session, except as allowed by this Agreement. To the extent Recordings are made available to Customer by GG Clan, Customer agrees to use them solely for Customer's personal use and not for further distribution or publication.
14. GG Clan may create, facilitate, or display advertisements whereby Customer's name, profile, photo and other data about the Customer or provided by the Customer may be used to advertise the product and services of GG Clan based on the use of Platform and interactions with the Platform of the Customer.
 15. To the extent that Customer receives personal information of a user (including data of Professional and other Customer) via the Platform, Customer may use that information only for the limited and intended purpose for which it was provided subject to these Terms of Services. The Customer shall not use any user's data for any purpose other than receiving Services. The customer maintains the privacy of users including refraining from requesting any personally identifiable information, maintains the privacy of his/her personal information, cooperates with GG Clan in any anti-fraud actions and in resolving any disputes, and reports any violation of Terms of Services or any other policy.

3. ACCESS AND USE OF THE PLATFORM

1. Customer must comply with the laws to be applied in the location where the Services are offered. If any laws applicable to the Customer restrict or prohibit Customer from receiving the Services, Customer must comply with those legal restrictions or, if applicable, stop receiving the Services.
2. The Customer undertakes that all the information provided to GG Clan while receiving the Services shall remain true, accurate and complete at all times.
3. The Customer is responsible for the internet connection and/or mobile charges that it may incur for receiving the Services.
4. The Customer accepts that the access and usage of the Platform and provision of the Services by the Professional may deactivate or be restricted by GG Clan at any time in its sole discretion.

5. There may be times when Platform or any part of them are not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.
6. Customer agrees and acknowledges that under no circumstance he/she will not:
 - (i) use the Platform contrary to this Agreement or as in violation of any applicable law;
 - (ii) use Platform to harm anyone or to cause offense or to harass any person;
 - (iii) engage in any act that GG Clan deems to conflict with the spirit or intent of the Platform;
 - (iv) disguise, anonymize, or hide the IP address or the source of any Content that Customer may upload;
 - (v) use the Platform for any commercial or business purpose or the benefit of any third party or to send unsolicited communications;
 - (vi) interfere with or disrupt the Platform servers or networks;
 - (vii) attempt to decompile, reverse engineer, disassemble or hack any of the Platform, or to disable or defeat any of the codification and security measures; and
 - (viii) 'harvest', 'scrape', or collect any information about or regarding other people that use the Platform, including, but not limited to any personal data or information.

4. CUSTOMER REGISTRATION AND ACCOUNTS

1. The Customer represents and warrants that **(i)** he/she is at least 18 years old, **(ii)** profile information that the Customer provides is true and accurate and updated and **(iii)** he/she use the Account to receive Services.
2. In order to use the Platform and receive Services, Customer may be required to set up an individual account (“**Account**”) via the WebSite and provide certain information such as name, e-mail and other information as determined by GG Clan. In addition, the Customers may also reach the Platform by connecting their g-mail and/or discord accounts automatically.
3. The Customer agrees that any and all information provided by himself/herself to GG Clan is accurate and he/she keeps it accurate and up to date. The data collected with respect to the Customer will be processed by GG Clan in accordance with Privacy Policy.
4. The log-in detail such as password and usernames shall be under the control of Customer. The Customer is solely responsible for maintaining confidentiality of his/her account and password and all activities that occur under the Account. GG Clan assumes that anyone logging into the Account using log in detail is Customer. If Customer fails to keep the login details secretly, or if it shares login details or account with someone else (whether intentionally or unintentionally), Customer accepts full responsibility for the consequences of this (including any unauthorized purchases) and agrees to fully compensate GG Clan for any losses or harm that may result.
5. In case of unauthorized access to the log in detail or the Account or any suspicion related thereto, the Customer shall promptly notify GG Clan. In this case or if GG Clan has concrete evidence of data misuse, GG Clan has the right to temporarily block access to the Account.
6. GG Clan will not be liable to the Customer for any loss that the Customer suffers because of an unauthorized person accessing the Account whether fraudulently or otherwise.
7. The Customer acknowledges and agrees that no ownership or other property interest in any Account that it creates using any of the Platform are granted to the Customer.
8. Customer shall not create an Account or access the Platform if he/she is under the age of 18. GG Clan does not accept any responsibility for any unauthorized use of the Platform by minors.
9. GG Clan is entitled to suspend, terminate, modify, or delete any of the Account upon its sole discretion if any information the Customer provided on any form or posted through the Platform is not true, accurate or complete or such information violates the Terms of Services.

10. Customer's Account is personal and Customer is not entitled to transfer its Account to any other person.
11. Customer shall not;
 - i) use another person or entity's email address in order to sign up to use Platform;
 - ii) sell, rent or give away the Account, create an Account using a false identity or information, or on behalf of someone other than oneself;
 - iii) create more than one Account for the Platform.

5. **OWNERSHIP AND CONTENT**

1. All rights, title and interest in and to the Platform and Platform content including, without limitation, titles, computer code, software, mobile applications, themes, objects, graphics, characters, concepts, artwork, designs, products, animations, sounds, musical compositions, documentation, visual interfaces, methods of operation, moral rights, virtual items, user review ratings and all other components and any other content posted on the Platform ("**Content**") are owned solely by GG Clan and are protected by applicable intellectual property rights. GG Clan reserves all rights, including, without limitation, all intellectual property rights or other proprietary rights in connection with the Platform and Content.
2. Notwithstanding any provision to the contrary herein, the Customer also acknowledges and agrees that the Customer has no right or title in or to any content that appears in the Platform, including without limitation the virtual items or any other attributes associated with an Account or stored on the Platform.
3. The Platform may include contents which may be subject to proprietary rights of other parties. Customer shall not edit, copy, distribute, publicly reproduce, reverse-engineer, republish, modify, download, distribute, license, sublicense, reverse engineer, or create derivatives, use for advertising purposes, or use beyond the contractually agreed purposes any the Platform.
4. The Customer is obliged to abstain from any an act causing improper functioning of the Platform, any individual service and/or offers. The Customer is also required to abstain from any measure which may allow unauthorized access to data.
5. Customer disclaims all proprietary interests in its intellectual property rights other than its own.
6. References to third-party services and software are given by GG Clan "AS IS," without warranty of any kind, either expressed or implied.
7. "**Customer Content**" means any communications, images and sounds and all the material, data and information that the Customer uploads or transmits through the Platform, or that other users upload or transmit to the Customer, including, without limitation, any forum postings and/or chat text. The Customer hereby grants to GG Clan and its licensors, including, without limitation, its respective successors and assigns, a non-exclusive, perpetual, irrevocable, sub-licensable, transferable, worldwide, royalty free and paid-up right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, incorporate into advertisements and other works, promote, transfer, rent, lease, transmit, publicly display, publicly perform or provide access to electronically broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory and use and practice such Customer Content as well as all modified and derivative works thereof, without compensation to the Customer. The Customer agrees that the Customer Content may be treated as non-confidential and may not be returned.
8. Customer agrees not to upload, communicate, transmit or otherwise make available any Customer Content:

- i)* that is or could reasonably be deemed as unlawful, harmful, harassing, defamatory, libelous, obscene or otherwise objectionable;
 - ii)* that is or could reasonably be viewed as infringing of another's privacy and publicity;
 - iii)* that could be deemed against fundamental human rights;
 - iv)* which infringes any intellectual property right or other proprietary right of others;
 - v)* which consists of any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation; or
 - vi)* which results in harming functionality of any computer software or hardware or telecommunications equipment in any manner.
9. The Customer is responsible for the Customer Content alone, and once published, it cannot always be withdrawn. The Customer assumes all risks associated with the Customer Content. The Customer may not imply that the Customer Content is in any way sponsored or endorsed by GG Clan.
 10. The Customer agrees that he/she will not use his/her access to the Platform to collect Content from anyone, whether for commercial use or any other kind of use, without first obtaining their consent.
 11. The Customer further agrees that his/her relationship with GG Clan is not confidential.
 12. When the Customer submits the Customer Content to GG Clan, the Customer grants authorization and permission to use the Customer Content to any GG Clan employee or contractor, GG Clan's affiliates, licensees, distributors, agents, representatives and other entities or individuals authorized by GG Clan as well.
 13. GG Clan may edit any of the Customer Content that the Customer submits without the Customer's permission before making it available to third parties if deemed necessary.
 14. GG Clan may store or distribute to third parties recordings of sessions in which the Customer participates. The Customer acknowledges and agrees that any lessons or interactions taking place on the Platform may be live streamed for public viewing. The Customer accepts that GG Clan may use the Customer Content including the Customer's screen name, Account information, or other information provided by the Customer and collect data about the Services or interactions.
 15. GG Clan reserves the right to change the format, sizing and any other display specifications of the Customer Content as it seems necessary. GG Clan may but are not obliged to review the Customer Content before posting.
 16. The Customer is responsible for the Customer Content, any material or information Customer transmits to the Professional or another user of the Platform and for his/her interactions with other users of the Platform.
 17. GG Clan reserves the right to limit the availability to the Platform to any person, geographic area or jurisdiction at any time and in its sole discretion, and GG Clan may limit the quantities of any such Content.

6. ***FEES***

1. The Customer may receive Services from GG Clan by *(i)* subscribing to the Services and pay the relevant service fee ("**Service Fee**") via App Store, Google Play Store, or another relevant application store that he/she uses ("**Subscription Plan**") or *(ii)* purchasing only relevant single course/lesson without subscribing.
2. All and any payment processing services for Customers on the Platform are provided by Stripe Inc ("**Stripe**") and are subject to the terms and conditions, policies and services agreement of Stripe ("**Stripe Service Agreement**"). GG Clan is not responsible for the services and

performance of Stripe. By agreeing to these Terms of Services, the Customers acknowledge and agree to be bound by the Stripe Service Agreement, as the same may be modified by Stripe time to time. As a condition of GG Clan enabling payment processing services through Stripe, you agree to provide GG Clan accurate and complete information, and authorize GG Clan to share it and transaction information related to your use of the payment processing services provided by Stripe.

3. The Customer accepts that if the Customer continues to receive Services for more than the Service duration corresponding to the Service Fee amount paid, GG Clan shall have right to charge the Customer extra Service Fee amount automatically corresponding to the duration of Service received without prior payment by the Customer.
4. **Subscription:** By signing up for a Subscription Plan, you agree to accept charges to your payment account(s) on a recurring and auto-renewing basis. You will be charged the first recurring payment on the date of the registration for the Subscription Plan and will be charged on a recurring basis as long as your Subscription Plan is active (including through auto-renewals) and until it ends (for example, by cancellation or termination). Your account (in the App Store, Google Play Store, or another relevant application) will include information on the payment date for your Subscription Plan. In some cases, your payment date may change, for example, to accommodate months with different numbers of days. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Platform until we receive payment. If you cancel your Subscription Plan, it will end at the end of the current subscription period without renewing. If you would like your Subscription Plan to end before the end of your subscription period, you will be required to pay the difference between our non-discounted monthly rate and our discounted monthly rate for each month in the subscription period before your cancellation is effective. Early cancellation requests are granted at GG Clan's sole discretion.
5. Subscription Plans and other Services purchased in connection with the Platform are non-refundable and non-creditable. However, if the Customer has a claim related to the Services received, the Customer may contact GG Clan customer service (via chatbot or email) with a detailed description of the problem encountered, a justifiable complaint about the Service received and a request for a refund of the Service Fee paid. In case the Professional has recorded the relevant part of the Service/session, GG Clan reviews the record and notifies the Customer regarding its decision concerning the refund. If the Professional has not recorded the relevant part of the Service/session, the Customer shall be automatically refunded.
6. If you believe you have been mistakenly charged, please contact GG Clan's support team through chat bot, Discord or support@ggclan.com. Refund requests must be received within thirty (30) days of the erroneous charge.
7. GG Clan reserves the right to change the Service Fee at any time upon notice to the Customer. The Customer's continued use of the Services following any change in the Calculation shall be deemed consent of the Customer to the change. GG Clan also has the right to adjust or cancel the Service Fee for a particular Service session in a reasonable manner.

7. CONSEQUENCES OF A BREACH LIABILITIES

1. GG Clan is not liable for damages resulting from a Customer's breach of its obligations and liabilities.
2. Regardless of any additional legal or contractual rights, it is at the reasonable discretion of GG Clan to take the following actions against any Customer violating the applicable law, third party rights, these Terms of Services, or any respective additional regulations to be applied by GG Clan;
 - i) remove Content;
 - ii) temporarily or permanently block Customer from the Platform;

- iii)* disable the Account of the Customer from certain features or cancel the Account;
- iv)* immediately terminate this Agreement.

3. If a Customer has been blocked or excluded, then such Customer does not have right to log in again to the Platform without the prior consent of GG Clan. For the avoidance of doubt, such Customer is not allowed to log in to the Platform by opening a new Account.

8. LIMITATION OF LIABILITY & INDEMNITY

1. GG Clan shall not be liable for any direct, indirect, consequential, punitive, special, or incidental damages (including, but not limited to, those resulting from a loss of business, data, or revenue; reliance on the materials presented; delays; or business interruptions) regardless of whether GG Clan has been advised of the possibility of such damages, whether in an action in contract or tort (including negligence), or any other legal theory, even if provider has been advised of the possibility of such damages. In no event will GG Clan's aggregate liability under this Agreement exceed the total Service Fee paid by the Customer to GG Clan. This limitation applies regardless of whether other provisions of this Agreement have been breached or have proven ineffective. The existence of more than one claim will not enlarge or extend these limits.
2. Customer will indemnify, defend and/or settle, and pay damages awarded under, any third-party claim brought against GG Clan, which alleges that the use of the Platform violates any applicable law, or violates, infringes upon, or misappropriates any intellectual property right, publicity/privacy rights or that any act of the Customer violates any law or other right of a third party.

9. TERM AND TERMINATION

1. This Agreement shall commence on the date accepted by the Customer and shall continue until terminated.
2. Either Party may terminate this Agreement *(i)* without cause at any time upon seven days prior written notice to the other party except in the case of GG Clan and *(ii)* immediately without notice and without any compensation for the Customer's material breach of this Agreement by closing the Account, suspending Customer's ability to use certain portions of the Platform and/or banning Customer from the Platform.
3. The Articles of these Terms of Services that should remain in force due to the nature of will survive termination of these Terms of Services.

10. DISCLAIMER OF WARRANTY

1. The Platform and is provided "as is" and "as available". GG Clan makes no warranties or representations relating to the Platform, express or implied, statutory, or otherwise, and expressly excludes the warranty of non-infringement of third-party rights, fitness for a particular purpose or merchantability. GG Clan does not guarantee that the Platform will satisfy Customer's requirements and that the Platform is without defect or error or that operation of the Platform will be uninterrupted. GG Clan does not guarantee the availability of the Platform. The Customer acknowledges that the Platform may be unavailable at any time and for any reason.
2. GG Clan makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of its information, software, or services. GG Clan makes no warranty, representation, or guaranty that the information, products, or services will be uninterrupted or error free or that any defects will be corrected.

11. MODIFICATIONS

GG Clan retains the right to modify these Terms of Services **(i)** in the event of any amendments made due to legal changes, **(ii)** in the event of any amendments made due to decisions by the competent legal organs, **(iii)** because of technical necessity, **(iv)** in order to maintain company operations, **(v)** in the event of a change in market conditions. Customers will be informed of any amendments to these Terms of Services via GG Clan's website. Alternatively, GG Clan upon its sole discretion may send Customer the amended Terms of Services via email. Customers will be deemed to have accepted such changes by continuing to use any of the Services. If at any point Customer does not agree to any portion of the current version of the Terms of Services, then such Customer is obliged to cease the use of Platform.

12. ELIGIBILITY

Customers must be at least 18 years old to receive Services and to register as a Customer. Customers under the age of 18 may use the Platform only if their parent or legal guardian has provided GG Clan's verifiable consent and agreed to this Agreement. Please contact GG Clan at support@ggclan.com if you are under the age of 18 but still would like to use the Platform or receive Services. GG Clan reserves the right to assess and reassess Customer's eligibility at any time at its sole discretion and may request information from the Customer at any time to make such determinations.

The Customer represents and warrants that he/she has not previously been suspended or removed from the Platform. Customer may not access or use the Platform if previously banned from the Platform or closed his/her Account by GG Clan. Customer agrees that his/her registration, use of the Platform and provisions of Services are in compliance with any and all applicable laws and regulations and he/she is not a citizen or resident of a geographical area in which access or use of the Platform is prohibited by applicable law. GG Clan reserves the right to limit the availability to the Platform to any person, geographic area, or jurisdiction at any time and in its sole discretion.

13. NON-CIRCUMVENTION

The Customer agrees not to circumvent or attempt to circumvent GG Clan by procuring or offering to receive any Services from the Professionals outside the Platform. Without limiting GG Clan other remedies, if you engage in actions that circumvent the Platform, the Customer must reimburse GG Clan for all losses and costs and expenses related to such breach.

14. MISCELLANEOUS

1. **Assignment** Customer shall not have the right to transfer or otherwise dispose of, whether in whole or in part, the Agreement or the rights and obligations resulting from this Agreement without approval of GG Clan but may be assigned by GG Clan without restriction or notice.
2. **Links to third Party Providers** GG Clan Games may link to third party websites or services from the Services. Customer understands that GG Clan makes no commitments regarding any content, goods or services provided by such third parties and GG Clan endorses the same. GG Clan is also not responsible to Customer in relation to any losses or harm caused by such third parties. Any charges that Customer incurs in relation to those third parties are Customer's responsibility. GG Clan Games is also not responsible for advertisements, promotions or banners promoted or promised by GG Clan or linked by GG Clan in the same way. If the Customer clicks on any advertisement, promotions, etc. he/she should be aware that he/she will be dealing with external companies responsible for that advert and he/she will be redirected to their services or website. GG Clan does not control the actions of third parties or the content of their websites or services.

3. **Waiver** No waiver by any Party of any condition contained in this Agreement, and no waiver by any Party of any breach of any term, covenant, provision, or agreement contained in this Agreement, in any one or more instances, shall constitute or be deemed to be either **(i)** a waiver by such Party of any other condition contained in this Agreement or a waiver by such Party of any other breach of any term, covenant, provision or agreement contained in this Agreement, or **(ii)** a continuous waiver by such Party of such condition of such breach.
4. **Entire Agreement** This Agreement supersedes all prior agreements, negotiations, undertakings, representations, warranties and promises between the Parties with regard to the subject matter hereof and contains, the sole and entire Agreement between the Parties in respect of the matters covered hereby.
5. **Severability** If any of the provisions of this Agreement is or becomes invalid, illegal, or unenforceable for any reason, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired. The Parties shall nevertheless negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving as closely as possible the same commercial effect, to be substituted for the provisions so found to be void or unenforceable.
6. **Partnership** Nothing in this Agreement is intended to be construed so as to constitute Customer and GG Clan as partners or joint ventures, or either party hereto as the employee, franchisee or legal representative of the other party.
7. **Notices** GG Clan may notify Customer via e-mail, written or hard copy notice, through posting of such notice on GG Clan's website or any other communication means using contact information provided to GG Clan. GG Clan reserve the right to determine the form and means of providing notifications to Customer. All notices given by Customer or required from Customer under these Terms of Services, or the Privacy Policy will be made to support@ggclan.com and will include the full name and a detailed description of reasons for contacting GG Clan.
8. **Governing Law** All disputes between Customer and GG Clan shall be governed by the laws of Republic of Türkiye by courts and enforcement located in İstanbul Central (Çağlayan) without regard to conflict of law provisions, and Customer agrees to submit to the jurisdiction of such court.

Game/rate	Customer Rate
COD 23\$	\$23,00
COD 17\$	\$17,00
COD 14\$	\$14,00
COD ULTIMA LOBBY	\$43,00
APEX 22\$	\$22,00
APEX 19\$	\$19,00
CS 23\$	\$23,00
CS 20\$	\$20,00

CS 17\$	\$17,00
CS 14\$	\$14,00
CS ULTIMA LOBBY	\$55,00
VALORANT 23\$	\$23,00
VALORANT 20\$	\$20,00
VALORANT 17\$	\$17,00
VALORANT 14\$	\$14,00
VALORANT ULTIMA LOBBY	\$55,00
PUBG 23\$	\$23,00
PUBG 17\$	\$17,00
PUBG 14\$	\$14,00
PUBG ULTIMA LOBBY	\$43,00
FORTNITE 23\$	\$23,00
FORTNITE 17\$	\$17,00
FORTNITE 14\$	\$14,00
FORTNITE ULTIMA LOBBY	\$43,00

Annex 1-Service Details

1. Active lobbies

On the active lobbies page, located at <https://ggclan.com/lobbies>, the Customer can find teammate lobby system created by the Professionals. Each lobby will have a pricing determined by the Professionals. A lobby can have more than one Professional offering the service.

Active lobby pricing and amount of the Professional's will differ according to the game. Basic pricing is as follows:

All these prices will be chosen by the Professional. Depending on game mode and needs of the Customer, the Professional has the right to lock the lobby price and increase the pricing by 5\$ or 10\$. For example, a Customer can join a Call of Duty lobby priced at 17\$. He might want to play Warzone Ranked mode, which only allows 3 players. In order to not allow any other customer to join, the Professional might lock the lobby with a price increase of 5\$ or 10\$. This will change the hourly price of the lobby accordingly and will be reflected to the final pricing. Locking price is in discretion of the Professional.

Active lobby system has a metered pricing, meaning that the pricing will be correlated to your usage, all prices shown on the website is hourly. The Professional of the lobby will report your time at the end of the session.

2. Sessions and Courses

Each Professional has their own dedicated page that can be located at <https://ggclan.com/pros>. Professionals create and offer their unique services through sessions and courses. Customers can purchase these offers directly from the Professional's page with one time purchase.

As per the structure, sessions are shorter lessons and courses require a longer duration. Courses can be given by more than one Professional.

Each offer has a detailed explanation articulated by the Professional.

When purchasing a session, Customer can select an available spot-on calendar determined by the Professional. After purchasing, the Professional will be notified through different channels to accept the session or offer another time spot. As courses are longer and require multiple sessions, the Professionals will contact you directly to schedule.

Customers can reach out to the Professionals through chat bot located at ggclan.com.