

TERMS AND CONDITIONS

This Agreement was last revised on September 04th, 2022.

I. INTRODUCTION

GTA: SA GUESSER (“Web Application”) welcomes you.

We offer you access to our services through our “Web Application” (defined below) subject to the following Terms of this agreement, which may be updated by us from time to time with or without notice to you. By accessing and using this, you acknowledge that you have read, understood, and agree to be lawfully bound by these Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with any of these terms, then please do not use the Web Application.

II. DEFINITIONS

- **“Agreement”** refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Web Application;
- **“User”**, **“You”** and **“your”** refer to the person who is accessing or taking any service from us.
- **“We”**, **“us”**, and **“our”** are references to **GTA: SA Guesser**;
- **“Web Application”** or **“website”** shall mean and include <https://gtasaguesser.com> or **“GTA: SA Guesser”**, and any successor website or Web Application or any of its affiliates;
- **“User Account”** shall mean an electronic account opened for the user for availing of various services offered on the Web Application;

III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.

- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit, or affect the meaning or interpretation of the terms of this Agreement.

IV. INTRODUCTION AND SCOPE

- **Scope.** These Terms govern your use of the Web Application and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- **Eligibility:** Certain Service of the Web Application is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Web Application or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

V. SERVICES

GTA: SA Guesser is a web game. The users can register to the site, so they can access more features, like getting on the leaderboards, and getting achievements.

VI. MODIFICATIONS TO THE SERVICE

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of changes by posting a revised version of the Terms incorporating the changes to our Web Application. Your continued use of the Web Application following the posting of changes will mean that you accept and agree to the Changes.

VII. ACCOUNT

For accessing the Web Application and using certain resources, you may be required to provide specific information and create a user ID and password to establish an account.

When you create an account, we collect registration-related information such as name, address, e-mail, etc. Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will be sent an e-mail detailing how to complete your registration.

You accept that the details you provide about establishing an account are correct and that you will keep your details up-to-date. You are responsible for the security of all of your user names, passwords, and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

VIII. USER CONTENT

A. Content Responsibility.

The Web Application permits you to submit content, feedback, etc. but you are solely responsible for the content submitted by you. You represent that you have required permission to use the content.

When submitting content to the Web Application, please do not submit content that:

- contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;

- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance;
- uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms and Conditions uploads or transmits viruses or other harmful, disruptive, or destructive files;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.

Any such submitted content will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the Web Application without advanced notice.

IX. PAYMENT PROCESS

- From time to time, GTA: SA Guesser may offer products and services for purchase (“in-app purchases”) through Google Playstore or iTunes.
- If you choose to make an in-app purchase, you will be prompted to confirm your purchase with Google Playstore or iTunes and will be charged for the in-app purchase at the prices displayed to you for the service(s) you've selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize GTA: SA Guesser, as applicable, to charge you.
- If you purchase an auto-recurring periodic subscription-n through an in-app purchase, your app Account will continue to be billed for the subscription until you cancel.
- After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing.
- Subscriptions are automatically renewed until you terminate or cancel the subscription. When you purchase a subscription, your Google Playstore or iTunes account will continue to be billed monthly in advance within 24 hours of the date of the initial purchase at the price you agreed to when initially subscribing.
- After each payment, you will receive a receipt by email. Objections to a payment already made should be directed to Customer support if you were billed directly

by GTA: SA Guesser or the relevant third-party account such as Google Playstore or iTunes.

- You are also able to object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits.
- You may unconditionally withdraw your consent to automatic payments at any time by going to settings on GTA: SA Guesser or the relevant third-party account but be advised that you are still obligated to pay any outstanding amounts.
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We take customer feedback very seriously and use it to constantly improve the quality of our service.

X. GENERAL CONDITIONS

- We do not guarantee the accuracy, completeness, validity, or timeliness of the information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The Web Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.
- You further acknowledge and agree that we have no obligation whatsoever to furnish any maintenance and support services concerning the App.
- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have concerning the Web Application;
- GTA: SA Guesser reserves the right to suspend/terminate usage or access to the platform or system.
- GTA: SA Guesser is not responsible for your use of the services or for the actions of other users with whom you may exchange information or have contact.
- GTA: SA Guesser also is not responsible for activities or legal consequences of your use in locations that may attempt to criminalize or limit your interactions. You must make your own informed decisions about the use of the application in your location and assess any potential adverse consequences.

XI. LIMITED GUARANTEE

By this Web Application:

- We provide an opportunity for you to avail of the offered services from our Web Application.
- We do not provide any warranty or guarantee that the service descriptions are accurate, complete, reliable, current, or error-free. If a service offered by the Web Application is not as described, your sole remedy is to intimate us about the Services for taking further action.

XII. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Web Application is invalid where banned.

XIII. USER RESPONSIBILITIES

- You shall use the Service and Web Application for a lawful purpose and comply with all the applicable laws while using the Web Application;
- You shall not use or access the Web Application for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You will not use any device, scraper, or any automated thing to access the Web Application by any means without taking permission.
- You will inform us about anything that is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Web Application through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Web Application through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Web Application;

- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.
- You agree to comply with all applicable domestic laws, statutes, ordinances, and regulations regarding your use of our Web Application. We reserve the right to investigate complaints or reported violations of our Terms and to take any action we deem appropriate, including but not limited to canceling your user account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties

We reserve the right, in our sole and absolute discretion, to deny you access to the Web Application or any service, or any portion of the Web Application or service, without notice, and to remove any content.

XIV. USE OF ACCOUNT

You should conform to any regulations and guidelines posted on the Services for gameplay. We shall not be answerable for technical, hardware, or software glitches, lost or inaccessible network connection, disconnect from your gameplay on your platform, or any erroneous or incorrect outcomes that might be posted on your game. You may not:

- Gain unapproved access to the Services' systems or any record (other than your own), interfere with the communications, procedures, or performance of the Services, or intentionally harm or sabotage the Services.
- Influence the result of gameplay by methods for or with the help of programmed, macro, bots, mechanized programs, screen analysis utilities, any kind of mods, memory reader, telepathy, alien innovation, or similar techniques or to otherwise commit fraud in relation to the Services.
- Alter the human skill component of any game played.

Any attempt to do so is a violation of both civil and criminal laws and will result not only in the forfeiture of any and all benefits, bonuses, and incentives to which you would otherwise be entitled but potentially also in civil and/or criminal prosecution. The company, in its sole discretion, reserves the right to remove any person who is suspected of tampering with game results, or who otherwise violates these Terms of Use and to seek criminal and/or civil prosecution to the greatest extent possible.

We do not comment or have knowledge of the probability of one participant winning a game, and make no representations about an individual's chances of winning. The Service may, from time to time, enable you to accumulate or earn money, status, points, or prizes. The results and winners of each game and any prizes in connection therewith offered on the Services will be determined by us, and such determinations are final and binding. By registering and/or participating in any game or competition, you agree to be bound by these determinations.

We reserve the right to take appropriate legal action, including criminal prosecution, as we deem necessary in our sole discretion. Winnings will be forfeited by a player who violates the terms of use. It is your responsibility to make sure that you read and understand all the rules and procedures of the Services before playing any game.

xv. EXCLUSION OF LIABILITY

We accept no responsibility for delays/errors due to circumstances outside of our ruling (Force Majeure). These circumstances can be, for example, labor conflict, fire, war, government decisions, or reduced or non-delivery from the other user.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the **GTA: SA Guesser** including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **GTA: SA Guesser**, nor its owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement,

domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage.

XVI. NO RESPONSIBILITY

We are not responsible to you for:

- any losses you suffer because the information you put into our Web Application is inaccurate or incomplete; or
- any losses you suffer because you cannot use our Web Application at any time; or
- any errors in or omissions from our Web Application; or
- any unauthorized access or loss of personal information that is beyond our control.

XVII. SPAM POLICY

You are strictly prohibited from using the Web Application or any of our's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

XVIII. THIRD-PARTY LINKS

The Web Application may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures when you are downloading files from all these websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

XIX. PERSONAL INFORMATION AND PRIVACY POLICY

By accessing or using this Web Application, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

XX. ERRORS, INACCURACIES, AND OMISSIONS

Every effort has been taken to ensure that the information offered on this Web Application is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Web Application will be error-free or fit for purpose, timely, that defects will be amended, or that the Web Application or the server that makes it available is free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Web Application and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

XXI. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

The Web Application and the service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the Web Application will operate error-free or that the Web Application, its servers, or its content or service are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, non-violation of third parties' rights, and fitness for a particular purpose, and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation to any warranty, contract, or common law tort claims: (i) we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the Web Application or the content, even if we have been recommended of the possibility of such damages.

The Web Application may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any typographical, technical, or pricing errors recorded on the Web Application. The Web Application may contain information on certain services, not all of which are available in every location. A reference to a service on the Web Applications does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the Web Application at any time without notice.

XXII. COPYRIGHT AND TRADEMARK

The Web Application contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on our behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Web Application or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Web Application automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Web Application are registered and unregistered trademarks or service marks of us. Other product and service names located on the Web Application may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Web Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

XXIII. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your

misuse of the Content or the Web Application. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of the such matter.

XXIV. MISCELLANEOUS

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

TERMINATION

Term. The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

DISPUTE RESOLUTION

If a dispute arises between you and the Web Application GTA: SA Guesser, our goal is to resolve such a dispute quickly and cost-effectively. Accordingly, you and

Web Application agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Web Application and Web Application Services (a "Claim") following this section entitled "Dispute Resolution." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed under the law of Hungary without giving effect to any principles of conflicts of law. The Courts of Hungary shall have exclusive jurisdiction over any dispute arising from the use of the Web Application.

FORCE MAJEURE

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond our reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

ASSIGNMENT

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

CONTACT INFORMATION

If you have any questions about these Terms, please contact us at info@gtasaguesser.com.