



# TERMS OF SERVICE

(End User License Agreement)

**Effective Date: January 3, 2024**

Welcome to the Terms of Service ("Terms") of HandPlay s.r.o. ("the Company", "WeTheHandPlayers", "We", "Us", or "Our"). These Terms govern your access to and use of all services provided by WeTheHandPlayers, including any games developed by us, the use of our websites, and any other related services (collectively referred to as the "Services").

By using, downloading, installing, or accessing any of our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use or otherwise access the Services. The use of our Services is also governed by WeTheHandPlayers' Privacy Policy and other policies (which are incorporated by reference into these Terms).

Please note that these Terms, together with the Privacy Policy, affect your legal rights and obligations. We recommend that you read both documents carefully before accessing or using our Services.

## CHANGES TO THE TERMS

WeTheHandPlayers reserves the right to modify or update these Terms at any time. If material changes are made, we will notify you either through our Services or by posting the updated Terms on our websites. Your continued use of the Services after any such updates are made will constitute your acceptance of the new Terms.

## MINIMUM AGE REQUIREMENTS

By accepting these Terms of Service, you represent that you are at least 13 years old. If you are between the ages of 13 and 17, you further represent that your legal guardian or parent has reviewed and agreed to these Terms and has given you permission to access and use the Services.

## GRANT OF LICENSE

WeTheHandPlayers grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use and access the Services solely for your personal, non-commercial use.

By agreeing to these Terms of Service, you acknowledge and agree to the following:

- **Personal Use Only:** You will not use the Services for any commercial purpose or any purpose other than what is permitted under these Terms.
- **No Source Code Access:** You have no right to access the Services in source code form, unlocked coding, or any other human-readable form.

## RESTRICTIONS OF USE FOR OUR SERVICES

Your use of our Services is subject to the following restrictions:

- **Commercial and Fraudulent Use:** You may not use our Services for any commercial purpose or for any fraudulent or abusive activities.





- Anonymizing or Hiding IP: You may not anonymize, disguise, or hide your IP address or the source of any content you upload to the Services.
- Interference and Disruption: You may not disrupt or interfere with the Services, network, or servers that provide the Services.
- Decompiling and Hacking: You may not attempt to decompile, hack, disassemble, or overcome encryption technologies or security measures used in the Services.
- Modifying Scores or Game Process: You may not modify game scores or processes ("hacks" or "cheats"), nor use third-party software or applications to gain virtual currency or other benefits.
- Obtaining Personal Information: You may not demand login information or personal details from other users of the Services.
- Disrupting Gameplay: You may not disrupt the normal process of a game or negatively affect other players' ability to play fairly.
- Attacks and Disruptions: You may not initiate or participate in any attack on the Services or attempt to disrupt them.
- Network Regulations: You must respect any regulations or requirements of any network connected to the Services.
- Unfair Practices: You may not engage in any practices that WeTheHandPlayers deems unfair or contrary to the intent of the Services.
- Circumventing Access Controls: You may not circumvent technological measures that control access to or elements of the Services.
- Removing Proprietary Notices: You may not remove any copyright, trademark, or other proprietary rights notices from the Services.
- Authorization and Consent: You are responsible for obtaining any necessary authorizations, permissions, and consents, including those from third parties, for any personal data you submit, post, or process using the Services.
- Responsibility for Actions: You are entirely responsible for your actions within the Services and for any actions taken using your account or device.

WeTheHandPlayers reserves the right to determine what constitutes a violation of these Terms or other rules governing the Services. WeTheHandPlayers may take appropriate action, including terminating your access to the Services, in response to any violations.

## **THIRD-PARTY SERVICES AND MATERIAL**

The Services may include links to or content from websites, services, or features operated by third parties, including video-sharing services. Your use of these third-party services and content is subject to additional terms and conditions that may apply.

WeTheHandPlayers does not assume any responsibility for the availability, content, or services provided by third parties. Your interactions with third-party services are at your own risk, and WeTheHandPlayers is not responsible for any issues that may arise from such interactions.

Additionally, these Terms of Service shall apply in addition to (and take precedence over, where not prohibited) any terms and conditions imposed by the distribution platform through which you acquired the Services (such as the Apple App Store, Google Play, or other app stores). You agree to comply with any applicable terms and conditions of such third-party platforms.





## INTELLECTUAL PROPERTY RIGHTS

The Services, including but not limited to any games, titles, themes, computer code, objects, characters, animations, sounds, musical compositions, audio-visual effects, artwork, concepts, names, icons, software, upgrades, and any other materials provided on or through the Services (collectively referred to as "WeTheHandPlayers Property"), are protected by copyright and other intellectual property rights under U.S. and foreign laws and international conventions.

WeTheHandPlayers owns, licenses, and reserves all rights, including but not limited to intellectual property rights and other proprietary rights, in connection with its games and the Services. No rights are granted to you with respect to the WeTheHandPlayers Property, except for the limited license to use the Services as described in these Terms.

You acknowledge that you have no right to access the Services or any part thereof in source code form or in any human-readable form.

## ACCOUNTS

You agree not to:

- Create False Accounts: Create accounts using false identities or information, or on behalf of someone other than yourself.
- Transfer Access: Sell, rent, or give away your access to the Services.
- Use Services After Ban: Use the Services if you have been previously banned from playing any WeThePlayers game.

## RESPONSIBILITY FOR YOUR OWN CONTENT

You acknowledge that you are solely responsible for the content and information you provide to or post on the Services. This includes any material you submit or share with others through the Services.

## VIRTUAL ITEMS

WeTheHandPlayers reserves the right to use all content that appears in the Services. You acknowledge and agree that you have no right or title to any content within the Services, including, but not limited to, virtual goods or currency, whether earned in-game or purchased, or any other attributes associated with the Services.

## SOCIAL MEDIA AND GAME CONTENT

Subject to the limitations set forth in these Terms, you have the right to upload content, such as videos and screenshots, of the Services to social media platforms and online picture-sharing services, including but not limited to Twitter, Instagram, Discord, Telegram, TikTok, and YouTube.

Such content must not be edited or manipulated in a way that misrepresents the Services or any games included in the Services.





## **FEES AND PURCHASE TERMS**

### **PURCHASES**

While our Services are free to use or download, they may include features that allow you to make purchases within the Services. These purchases can include, but are not limited to, virtual goods, in-game currency, or other premium features.

### **PAYMENT TERMS**

- All transactions are processed through third-party payment providers. You agree to comply with their terms and conditions and acknowledge that we do not process payments directly.
- You are responsible for all charges and applicable taxes associated with your purchase.

### **NO REFUNDS**

Except as required by law, all purchases are non-refundable. We do not offer refunds for virtual goods or services once purchased.

ALL PURCHASES OF VIRTUAL ITEMS MADE THROUGH THE SERVICES ARE FINAL AND NON-REFUNDABLE. THE PROVISION OF VIRTUAL ITEMS FOR USE IN THE SERVICES BEGINS IMMEDIATELY UPON ACCEPTANCE OF YOUR PURCHASE BY WETHEHANDPLAYERS.

### **TRANSFER OF VIRTUAL ITEMS**

The transfer of virtual items is prohibited. You shall not sell, purchase, exchange, or transfer virtual items to any person or entity.

### **PRICING AND AVAILABILITY**

We reserve the right to modify the pricing and availability of purchases at any time. Such changes will not affect purchases you have already made.

### **PAYMENT OF FEES**

You agree to pay all fees and applicable taxes incurred by you or anyone using your registered account. WeTheHandPlayers may adjust pricing for goods and services offered through the Services at any time.

### **ACCOUNT CLOSURE**

YOU ACKNOWLEDGE THAT WETHEHANDPLAYERS IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS IF YOUR ACCOUNT IS CLOSED, WHETHER THE CLOSURE IS VOLUNTARY OR INVOLUNTARY.





## UPDATES TO THE SERVICES

Services are evolving and changing persistently. WeTheHandPlayers may require acceptance of updates to the Services, such as via installing updates to game clients installed on your device. You acknowledge and agree that WeTheHandPlayers may update the Services, with or without notifying you. You may need to update third-party software or your device hardware from time to time in order to access and use the Services.

## BETA TESTS

WeTheHandPlayers may offer you the opportunity to participate in Beta Tests of certain parts of the Services.

- **Beta Test Nature:** Beta tests may be unfinished and experimental. Due to this, WeTheHandPlayers may not provide any customer service or assistance regarding the Services. Parts of the beta tests may be nonfunctional on some devices, regardless of their listed specifications and requirements for hardware and software.
- **In-App Purchases and Currency:** In-app purchases, items, or in-game currency may be reset by WeTheHandPlayers during the course of beta tests. WeTheHandPlayers does not offer refunds for any lost content.
- **Feedback and Ideas:** Any idea or feedback submitted by you to WeTheHandPlayers regarding the beta-tested parts of the Services may be used by WeTheHandPlayers without any compensation to you. This also applies to creating or submitting any material, content, or feedback related to the beta tests.
- **Participation:** Your application to participate in beta tests does not entitle you to be invited to, or participate in, any beta tests offered by WeTheHandPlayers.

## PERSONAL DATA AND SECURITY

Use of your personal data is governed by WeTheHandPlayers' Privacy Policy. By downloading, installing, accessing, or using the Services, you consent to the processing of your personal data in accordance with the WeTheHandPlayers Privacy Policy.

WeTheHandPlayers takes measures to prevent unauthorized access to, inappropriate use of, and to ensure the reasonable accuracy of your personal data submitted via the Services. WeTheHandPlayers employs technologies to protect user data. Data stored on WeTheHandPlayers servers is not publicly accessible. However, it is important to recognize that the use of internet services involves inherent security risks.

## DISCLAIMER OF WARRANTIES

The information contained in the Service is for general information purposes only.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other torts, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice.





The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company. Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

## **ADVERTISING DISCLAIMER**

Third-party advertisements and links to third-party websites may also appear while using the Service. The Company does not make any representation as to the accuracy or suitability of any of the information contained in those advertisements or websites and does not accept any responsibility or liability for the conduct or content of those advertisements and websites and the offerings made by the third parties.

Third-party advertisements and links to other websites where goods or services are advertised are not endorsements or recommendations by the Company of the third-party sites, goods, or services. The Company takes no responsibility for the content of the ads, promises made, or the quality/reliability of the products or services offered in all advertisements.

## **ERRORS AND OMISSIONS DISCLAIMER**

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to ensure that the content of the Service is both current and accurate, errors can occur. Additionally, given the changing nature of laws, rules, and regulations, there may be delays, omissions, or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

## **EXPRESSED DISCLAIMER**

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer, or company, including the Company.

Comments published by users are their sole responsibility, and users will take full responsibility, liability, and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any comment published by users and reserves the right to delete any comment for any reason whatsoever.

## **NO RESPONSIBILITY DISCLAIMER**

The information on the Service is provided with the understanding that WeTheHandPlayers or its suppliers, in no event, shall be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with your access to or use of, or inability to access or use, the Service.



## **“USE AT YOUR OWN RISK” DISCLAIMER**

All information in the Service is provided "as is," with no guarantee of completeness, accuracy, timeliness, or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to, warranties of performance, merchantability, and fitness for a particular purpose.

The Company will not be liable to you or anyone else for any decision made or action taken in reliance on the information given by the Service or for any consequential, special, or similar damages, even if advised of the possibility of such damages.

## **NO WARRANTY**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WETHEHANDPLAYERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **LIMITATION OF LIABILITY**

WETHEHANDPLAYERS IS NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF THESE TERMS OR THE SERVICES, WHETHER BASED ON CONTRACT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WETHEHANDPLAYERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WETHEHANDPLAYERS IS NOT LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO WETHEHANDPLAYERS FOLLOWING THESE TERMS.

## **DISPUTE RESOLUTION AND LAW**

If there is a dispute between you and WeTheHandPlayers, we recommend you first contact our customer support at [contact@wthp.studio](mailto:contact@wthp.studio) to find a resolution. All disputes between you and WeTheHandPlayers shall be governed by the laws of the Slovak Republic, without regard to conflict of law provisions. You agree that any claim or dispute you may have against WeTheHandPlayers must be resolved exclusively by a district court located in the state of Slovakia.

## **GENERAL RISK DISCLOSURE**

### **INVESTMENT AND MARKET RISKS**

Investing in crypto-assets is highly speculative and carries significant risks. The value of investments and potential returns can experience substantial volatility, resulting in considerable gains or losses. It is possible to lose the entire amount invested. Investments in early-stage crypto projects are particularly risky and require a thorough understanding of their business models, technology, and market dynamics. Additionally, the pricing of crypto-assets often lacks the regulatory oversight and mechanisms available in traditional financial markets, which may result in unpredictable price movements and lack of proper price formation.

### **LIQUIDITY RISKS**

Many crypto-assets may lack the necessary liquidity, making it difficult to sell or unwind investments without significant losses. This risk is heightened for assets with limited circulation among retail and professional investors. Such conditions can lead to market manipulation and increased volatility, further complicating exit strategies for investors.

### **LACK OF TRADITIONAL INVESTOR PROTECTIONS**

Crypto-assets are not covered by traditional customer protection mechanisms such as the Deposit Guarantee Fund or the Investor Guarantee Fund. This means that investors in crypto-assets are not afforded the same protections as those in regulated financial products, exposing them to potential total loss without recourse.

### **TECHNOLOGICAL AND SECURITY RISKS**

Distributed ledger technologies, including blockchain, are still at an early stage of development and may not be fully mature or secure. Many networks have been recently created, are not thoroughly tested, and may have significant flaws in their operation and security. Blockchain transactions rely on consensus protocols that could be vulnerable to attacks. If an attack is successful, there would be no alternative record to recover lost transactions, potentially resulting in the total loss of crypto-assets.

### **CYBERSECURITY AND ANONYMITY RISKS**

The pseudo-anonymous nature of crypto-assets makes them a prime target for cybercriminals. If private keys or credentials are stolen, it may be nearly impossible to recover the lost assets. Users must recognize the importance of safeguarding their private keys and digital wallets. Loss or theft of these private keys could lead to the complete loss of the associated crypto-assets, as the user is the sole custodian of their digital assets.

### **PLATFORM AND SMART CONTRACT RISKS**

By using our platform and engaging with crypto-assets, smart contracts, and public blockchain networks (such as Ethereum or Avalanche), you acknowledge and accept the risks inherent in these systems. The platform and its smart contracts are subject to flaws, and sophisticated cyber-attacks, unexpected surges in activity, or other technical difficulties may cause interruptions or delays. Users agree to accept the risk of platform failure due to unanticipated technical difficulties, including those from attacks, and cannot hold the company accountable for any related losses.

### **RISKS RELATED TO BLOCKCHAIN NETWORK CHANGES**

The company is not responsible for losses resulting from issues with any blockchain network, including Ethereum, Avalanche, or other networks with which the company may interface. Upgrades, forks, or changes in transaction confirmation processes on these networks could have unintended adverse effects on blockchain assets. Such changes may result in unexpected behavior, loss of value, or even the complete loss of assets.





## **VOLATILITY AND REGULATORY RISKS**

The prices of blockchain assets, such as \$WTHP and other digital tokens, are extremely volatile and can change rapidly based on market demand, regulatory developments, or other external factors. A lack of use or public interest in certain blockchain ecosystems could negatively affect the development, utility, or value of these assets. The company makes no representations or warranties regarding the future value of \$WTHP or any other digital asset, as they may be affected by unforeseen regulatory actions or inquiries. The company is not responsible for any losses incurred due to these volatile market conditions, regulatory changes, or other factors affecting the value of blockchain assets.

## **USER RESPONSIBILITIES AND KNOWLEDGE**

Users are solely responsible for evaluating the information provided by the platform and making their own assessments of the risks involved. The risk of loss in trading digital assets can be substantial, and users must have sufficient knowledge, professional advice, and experience to make informed decisions. The company does not provide investment advice, and users should conduct independent research and seek expert guidance when necessary.

## **LIABILITY FOR THIRD-PARTY ACTIONS**

The company is not liable for any actions, violations, or misconduct by other users on the platform. Users irrevocably release the company and its affiliates from any claims or controversies arising from another user's violation of these terms. The company will not bear any liability for damages caused by third-party actions, viruses, phishing, spoofing, or other attacks.

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## **ARBITRATION AND DISPUTE RESOLUTION FOR RESIDENTS OF THE UNITED STATES AND CANADA**

### **INFORMAL DISPUTE RESOLUTION**

You must try to informally resolve any dispute directly with WeTheHandPlayers for at least thirty days before starting an arbitration. The period for informal dispute resolution starts when you have given notice to WeTheHandPlayers of the dispute via email to [contact@wthp.studio](mailto:contact@wthp.studio).

### **ARBITRATION AGREEMENT**

You and WeTheHandPlayers agree to resolve any disputes exclusively in final and binding arbitration as follows:

- Either you or WeTheHandPlayers may choose to submit any dispute for resolution by final and binding arbitration unless the claim is within the exceptions described below. If a claim is brought to court that can be resolved by arbitration under this section, either party can ask the court to order the parties to resolve the claim by arbitration. The arbitrator will have the exclusive authority to decide whether any portion of this section is valid or enforceable, or whether it applies to a claim.





- An arbitration proceeding will be held before a neutral arbitrator. This means you and WeTheHandPlayers agree to give up the right to resolve the dispute in a trial before a judge or jury. Arbitration has different rules than a formal lawsuit. For example, the ability to compel the other side to share information may be limited under arbitration compared to discovery in formal lawsuits. A decision by an arbitrator is final and its outcome cannot be changed by a court outside of very limited circumstances. Either you or WeTheHandPlayers can ask a court to confirm or enter the arbitrator's final decision or award, which will make it the same as a binding court judgment. You and WeTheHandPlayers will generally not be able to change the outcome of arbitration through courts outside of very limited circumstances.

### **ARBITRATION PROCESS**

- The arbitration will be run by the American Arbitration Association ("AAA"). AAA's rules and procedures will be used for the arbitration, including the Consumer Arbitration Rules. If there is a conflict between these Terms of Service and AAA's rules and procedures, these Terms of Service will be followed. To review AAA's Rules or to start arbitration, you can visit AAA's website. If either you or WeTheHandPlayers decides to start arbitration, we agree to provide the other party with a written Demand for Arbitration as specified in the AAA Rules.
- The fees for arbitration will be determined by AAA's Consumer Arbitration Rules. If the arbitrator decides that those fees are excessive, WeTheHandPlayers will pay the fees. Each side will pay their own attorneys' fees and costs unless the claims allow for the prevailing party to recover attorneys' fees and costs, in which case the arbitrator may award them under the applicable law. If either party unsuccessfully challenges the validity of the arbitrator's decision or award through a subsequent court case, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge
- The arbitration will take place either in San Francisco, California, USA or in the county or province where you reside.

### **EXCEPTIONS TO AGREEMENT TO ARBITRATE**

You and WeTheHandPlayers agree that the arbitration agreement in the Arbitration Agreement section will not apply in the following disputes:

- Claims about WeTheHandPlayers' intellectual property, such as claims to enforce, protect, or concerning the validity of WeTheHandPlayers' copyrights, trademarks, trade dress, domain names, patents, trade secrets, or any other intellectual property rights.
- Claims related to piracy or tortious interference.
- Claims that are not subject to arbitration agreement as a matter of law and are not preempted by federal law that would allow for an agreement to arbitration.
- Claims in small claims court.

Any dispute not subject to arbitration under these exceptions shall be resolved by a federal or state court located in San Francisco, California. You and WeTheHandPlayers consent to venue and personal jurisdiction in San Francisco, California for all such claims or disputes.





## GENERAL PROVISIONS

WeTheHandPlayers may assign or delegate these Terms, the WeTheHandPlayers Privacy Policy, and other applicable policies to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms, the Privacy Policy, or other policies without WeTheHandPlayers' prior written consent.

## SEVERABILITY

You agree that if any part of these Terms, the WeTheHandPlayers Privacy Policy, or any additional policy is found invalid or unenforceable under any applicable local law or by an applicable court, that part should be interpreted in a manner consistent with applicable law to reflect our intentions. The remainder of these Terms shall remain valid and enforceable. If an invalid or unenforceable part of these Terms cannot be interpreted in a manner consistent with applicable law, that part shall be deleted from these Terms without affecting the remaining provisions.

## ENTIRE AGREEMENT

These Terms, the WeTheHandPlayers Privacy Policy, and any additional policies constitute the entire agreement between you and WeTheHandPlayers. They supersede all previous and contemporaneous understandings, agreements, or communications, whether electronic, oral, or written, established by custom, practice, precedent, or policy, between you and us with respect to the Services.

## PRIVACY DISCLOSURE FOR CALIFORNIA RESIDENTS (CCPA)

Effective January 1, 2020, under the California Consumer Privacy Act (CCPA), WeTheHandPlayers is required to provide a means for you to opt out of the sale of your personal data.

WeTheHandPlayers does not track you across its services, and we recommend reviewing each WeTheHandPlayers service you have used to manage your privacy settings. WeTheHandPlayers does not sell your personal data to third parties without your prior consent (opt-in).

## CONTACT INFORMATION

HandPlay s.r.o.  
Business ID: 54909422  
Address: Hlavna 2936/131, 080 01 Presov, Slovak Republic  
Email: [contact@wthp.studio](mailto:contact@wthp.studio)  
Websites: <https://wthp.studio> or <https://wethehandplayers.com>

