

PLAY TO TRADE

USER TERMS & CONDITIONS

Last modified: 31st March 2023

INTRODUCTION

We are SuperPro Group Limited ('we' or 'us'), the creators of "PLAY TO TRADE" (referred to below as the 'app').

You must be at least 13 years old to use the app.

By downloading and using the app, you are acknowledging that you have read, understand and accept these Terms and Conditions which are legally binding and should be read in conjunction with our Privacy Policy. These Terms and Conditions are available in the English language only.

If you do not agree to these Terms and Conditions, We will not allow you to use the app and you should not download it, you must stop using it and must uninstall the app from your device(s) by following the method appropriate to your particular device.

In this agreement, references to the 'App Store' means Apple's App Store, and we refer to the rules contained in the Apple Media Services Terms and Conditions as the 'App Store rules'.

1 This agreement

- 1.1 This agreement is made between us you and us. Apple is not a party to this agreement and has no responsibility for the app or its content.
- 1.2 We license you to download the app onto any Apple-branded product, and to use it once you have downloaded it, provided you follow all of the rules described in this agreement and the App Store Rules. The licence:
 - 1.2.1 is only for you personally and for devices that you own or control (except in the situations described in clause 1.3) and it cannot be transferred to any one else;
 - 1.2.2 is not for business use;
 - 1.2.3 starts when you download the app; and
 - 1.2.4 covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.
- 1.3 The app can be accessed, used and downloaded by other accounts that are associated with you through family sharing or volume purchasing in accordance with the App Store rules.

- 1.4 You must comply with the App Store rules as well as this agreement but, if there is any conflict between them, you should follow the App Store rules rather than the equivalent rule here.
- 1.5 You do not own the app or any of its contents but you may use it as permitted by this agreement and by the App Store rules.
- 1.6 If you sell or give away the device on which you have downloaded the app, you must first remove the app from the device.
- 1.7 You are not allowed to:
 - 1.7.1 modify the app's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - 1.7.2 deliberately attempt to avoid or manipulate any security features included in the app;
or
 - 1.7.3 pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

2 Game Play, Usage and requirements

- 2.1 The app requires you to keep your device (phone, tablet or other device) with its screen unlocked, active, and without interruption to its connection to the internet for more than 10 seconds; any breach of these requirements will result in the game being defaulted and forfeited.
- 2.2 If you fail to interact with the app for 10 seconds or longer you may be deemed to not be playing and the game defaulted and forfeited.
- 2.3 If you do not play the game at least once in a week, or such other timescale as we determine, we may discard your high score from the leaderboard(s) of Hi Scores as we see fit, until such time as you next play.

3 Technical requirements

To use the app your device needs to comply with the minimum requirements shown on the App Store as updated from time to time.

4 Support and contact

- 4.1 We are responsible for customer service in relation to the app and can help you if you are having any issues. You acknowledge that Apple has no obligation whatsoever to provide any support or maintenance services in relation to the app, although if the app is faulty, you may be able to claim a refund from them — please see clause 14.1).
- 4.2 If you need to get in touch with us, you can use any of the following methods:

Our support pages	www.playtotrade.com
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Email	support@playtotrade.com
Post	19 Beaumont Street, London W1G 6DG

4.3 If we need to get in touch with you, we will do so by email or an in-app notification.

5 Privacy and your personal information

Protecting your personal information is important to us. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

6 Collection of technical information

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the app. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

7 Location data

7.1 The app does not make use of functionality on your device that can identify your location.

8 Camera and other sensors

8.1 This app does not use the camera.

8.2 This app may make use of other sensors on your device to activate features or trigger technical effects to the view that you see on your screen in particular the angle and/or orientation with which you hold your phone.

8.3 You are responsible for your own safety, and the safety of others around you, while using the app. Always check that the area around you is free from hazards and that your use of the app will not cause danger or disruption to other people.

9 Acceptable use

9.1 You must not use the app to do any of the following things:

9.1.1 break the law or encourage any unlawful activity;

9.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;

9.1.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);

9.1.4 transmit any harmful software code such as viruses;

9.1.5 try to gain unauthorised access to computers, data, systems, accounts or networks;
or

9.1.6 deliberately disrupt the operation of anyone's website, app, server or business.

9.2 If you misuse the app, break any of the rules of play, exploit any feature or functionality in an unintended manner, cheat or otherwise gain an unfair advantage or score by any means or behave in an unacceptable manner determined by us in our absolute discretion we can terminate your right to use the app with immediate effect and without notice.

10 Intellectual property rights

If any third party claims that the app or your possession and use of the app infringes their intellectual property rights, we (and not Apple) will be responsible for investigating the claim and, where appropriate, for defending, settling and/or discharging it.

11 Updates to the app

11.1 We may update the app from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that we will ensure that the app still meets the description of it that was provided to you at the time you downloaded the app.

11.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device and its settings.

11.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the app may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the app updated to the latest version that we make available.

12 Changes to this agreement

12.1 We may need to revise this agreement from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in the law or guidance.

12.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the app.

13 External services

13.1 The app may enable you to access services and websites that we do not own or operate (referred to below as 'external services').

13.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.

13.3 You must not use external services in any way that:

13.3.1 is inconsistent with these terms or with the terms of the external service; or

- 13.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 13.4 From time to time, we may change or remove the external services that are made available through the app.

14 Refunds and recovering losses

- 14.1 If the app fails to meet the standards required by law (including that the app is of satisfactory quality, fit for purpose and as described), please contact Apple who will provide you with a full refund of the price you paid for the app. Any other claims, losses, liabilities, damages, costs or expenses will be our sole responsibility, including claims:
 - 14.1.1 that relate to product liability;
 - 14.1.2 that the app fails to conform to any applicable legal or regulatory requirement; and
 - 14.1.3 arising under consumer protection, privacy, or similar legislation, including in connection with the app's use of the HealthKit and HomeKit frameworks.
- 14.2 Apple has no other responsibility or obligation in relation to the app beyond providing a refund in the circumstances described in clause 14.1.
- 14.3 If we breach this contract or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time this contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 14.4 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 14.5 If the app damages your device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask you for information (including photographs) about what has happened so that we can understand the nature of the problem.
- 14.6 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

15 Failures of networks or hardware

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the App Store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your device (such as a faulty camera), App Store failure or anything else that it would not be reasonable to expect us to control.

16 Ending this agreement

- 16.1 We can end this agreement if you do not comply with any part of it.

- 16.2 We will give you a reasonable amount of notice before the agreement ends but if what you have done is serious then we may end this agreement immediately and without advance notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the app or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly.
- 16.3 The consequences of the agreement ending are as follows:
- 16.3.1 you are no longer allowed to use the app and we may remotely limit your access to it;
 - 16.3.2 you must delete it from any devices that it has been installed on;
 - 16.3.3 we may delete or suspend access to any accounts that you hold with us; and
 - 16.3.4 you are not entitled to a refund.

17 Prohibited territories and persons

- 17.1 You represent and warrant that you are not:
- 17.1.1 located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country; and
 - 17.1.2 on any US Government list of prohibited or restricted parties.
- 17.2 If either of the situations in clause 17.1 apply to you, you are not permitted to download and use this app.

18 Third parties

- 18.1 Apple and Apple's subsidiary companies are third party beneficiaries of this agreement. This means that if you breach any of its terms, Apple has the right to enforce it and to take action against you directly, with or without our involvement.
- 18.2 Other than Apple and Apple's subsidiaries, no one other than us or you has any right to enforce any term of this agreement.

19 Transferring this agreement

- 19.1 We may transfer our rights under this agreement to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.
- 19.2 You are not allowed to transfer your rights under this agreement to anyone without our prior written consent.

20 Governing law and jurisdiction

- 20.1 The laws of England apply to this agreement, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live.

20.2 Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live.