

1. Introduction

1.1. This document comprises the terms and conditions of the website <https://gamerseo.com/> and it contains rules on how you can use this website. In particular, it constitutes a legally binding agreement between you (User) and us (Service Provider) for use of the services we provide. This agreement will be binding on you and us once you register an account with the website or when you subscribe to the newsletter. If you do not agree to these terms and conditions, please do not use our website.

2. Definitions

In this document the following terms will have the following meaning:

- 2.1. “Terms and Conditions” or “T&C” – this document;
- 2.2. “Service Provider”, “we” or “us” – FP GLOBAL LIMITED, Suite A 19/F, Two Chinachem Plaza, 68 Connaught Road Central, Hong Kong;
- 2.3. “Website” – website available at the domain: <https://gamerseo.com/>;
- 2.4. “Account” – a personalized part of the Website assigned to each User, where User data is stored;
- 2.5. “User” or „you” – a person using the Services available on the Website;
- 2.6. “Services” – any service provided by the Service Provider to Users electronically, via the Website, in accordance with the provisions of these T&C;
- 2.7. “Consumer” - a natural person who enters into agreement with Service Provider for a purpose which can be regarded as being outside his/her trade or profession.

3. General terms for use of the Website

- 3.1. Through the Website, we provide online advertising services related to video games especially for other websites, players or companies.
- 3.2. To use our Services (apart from Newsletter Service), you need to register an Account with our Website.
- 3.3. We undertake to provide the Services in a permanent manner, subject to interruptions due to the need to carry out maintenance or update the Website. We reserve the right to suspend the provision of Services for justified technical reasons or due to necessary maintenance works. If possible, we will inform you in advance about such suspensions.
- 3.4. When you use the Website, we might send you "push" notifications. You can disable or re-enable "push" notifications at any time by changing your browser settings.
- 3.5. We reserve the right to place advertising content on the Website regarding services offered by us or by entities unrelated to us. Such entities may place ads on the Website via links, banners, etc. We are not responsible for the content of these materials or for any offer, information or activity of these third parties. The User who decides to take actions recommended in such ads does so exclusively at User’s own risk.

3.6. You are hereby informed about specific risks related to using on-line services: the risk of using online services is that the computer or other device with access to the Internet might be infected with malware such as viruses or Trojans. In order to avoid such threats, you should take appropriate technical measures such as installing up-to-date antivirus and firewall software on your computer or mobile device.

3.7. When using the Website, it is prohibited to:

- a) send offensive, unlawful or indecent content, or content that violates the rights of the Service Provider, other Users or third parties,
- b) publish advertisements by the Users,
- c) take any actions that may hinder or disrupt the operation of the Website,
- d) attempt to circumvent security measures or network security, including attempting to access third party data and intercepting data;

4. Capacity to use the Services

4.1. If you are a natural person – in order to register an Account or use the Services, you must have full legal capacity. (legal capacity is defined by applicable laws of the country where you reside). Basically, if you are over 18 years old, you have full legal capacity, unless applicable laws of the country where you reside state otherwise.

4.2. If you act on behalf of a legal entity (legal person or other entity) – when you register an Account, you warrant that you are entitled to represent such legal entity and to incur obligations on behalf of it.

5. Minimal requirements

5.1. In order to use the Website and Services, you should have:

- a) a computer or a mobile device with internet access,
- b) an active e-mail address,
- c) Internet browser in the latest versions available with cookies and JAVA enabled,

6. User's Account

6.1. Registration of an Account is free of charge.

6.2. Registering an Account with our Website requires indicating:

- a) User's name
- b) e-mail address
- c) password

6.3. By creating an Account on the Website, you accept these T&C and undertake to comply with them.

6.4. You are responsible for protecting your Account, in particular for keeping your password secure. We recommend that the password be changed regularly. We will not be responsible for any loss or damage caused by disclosure of your Account data.

- 6.5. One User can register only one Account. One Account can be assigned to only one e-mail address. The User is not entitled to transfer his/her Account to another User or to any third party without the consent of the Service Provider.
- 6.6. The Account is registered upon e-mail confirmation of the Service Provider. The Account is registered for an indefinite time period.
- 6.7. The Account is a digital content and access to the Account is granted to you immediately after you complete the registration procedure (to which you expressly agree when you register the Account on the Website). Therefore, even if you are a Consumer, you do NOT have the right to withdraw from the agreement for provision of the Account.
- 6.8. We reserve the right to refuse a registration of a User's Account, if the previous Account of a given User has been deleted by us for the reasons indicated in point 13. of the T&C.

7. Services

This section (point 7. of T&C), does not apply to the Newsletter service.

- 7.1. Services are provided only to Users who have a registered Account on the Website.
- 7.2. The detailed information on specific Services (how they work, how long we provide them to you etc.) can be found in the information presented on the Website.
- 7.3. The Services we provide to Users are payable. The prices of individual Services are indicated on the Website. We require upfront payment for each Service we provide.
- 7.4. The contract on provision of the given Service is concluded when we receive payment from you.
- 7.5. The payments for the Services are processed by external payment operators. We do not store your payment details.
- 7.6. In order to purchase our Services you need to use the appropriate tab on the Website and click on the "Buy now" button (or another button with the appropriate inscription) and choose the payment method and payment operator. You will be then redirected to the payment operator's system. We do not bear any liability for malfunctioning of payment operators systems.
- 7.7. Prices indicated on the Website include all taxes. We reserve the right to change prices at any moment.
- 7.8. You agree that we will start rendering services to you immediately upon receiving payment from you. Also, you should bear in mind that the effects of our Services will be provided to you as a digital content. Therefore, even if you are a Consumer, you do NOT have the right to withdraw from the contract for provision of the Service (to which you also expressly agree).

8. User's content

- 8.1. It is possible for Users to share some content with us (for example: names, texts, photos, images, avatars, links, etc.).
- 8.2. The content shared by you may be used by us to render Services for you.
- 8.3. When you share content with us, you warrant that such content is legitimate, in particular it does not infringe rights of third parties (copyrights and industrial property rights included) and that you can grant us permission to use this content to provide services to you.
- 8.4. When you share any content with us, you grant us with non-exclusive, worldwide, sub-licensable, royalty-free license to use, modify, reproduce, distribute, transmit, communicate and publicly display this content for the purpose of rendering Services for you. Your license granted to us is valid as long as you have an Account registered or until you revoke it (for example by e-mail). Please note that if you revoke the license, we may not be able to render Services for you.
- 8.5. You agree to indemnify us and our officers and / or directors against any claims, losses, damages or expenses (including reasonable legal fees) if the content you shared with us infringes the rights of third parties, especially when we used this content to render Services for you and some third party is claiming that this content infringes his/her rights. Your obligation to indemnify us is binding also after the termination of agreement between you and us.

9. License

- 9.1. You may use the effects of the Services we provide to you in a manner consistent with the purpose of the given Service.
- 9.2. If we share with you the effect of a given Service with you in some digital form (for example pdf file), at the same moment we are granting you with a personal, limited, non-exclusive, non-transferable and non-assignable license to publicly display, view, use, reproduce and distribute such effects of a given Service. The said license is granted for an indefinite time period. We undertake not to revoke the license granted to you without serious cause.
- 9.3. The above license is granted within the price you pay of a given Service.

10. Our property

- 10.1. The Website is our property. The Website database, software and other content available on the Website are our sole intellectual property (or the property of our licensors). This includes, in particular but not limited to: verbal or graphic signs, names, images, graphics, films, sounds, data, designs, source codes, as well as their selection, connection, layout and changes, functionalities and services available on the Website. The same applies to the rights of third parties to the content provided on the Website.

10.2. This means that the User does not have the right to the following (including but not limited):

- a) translation, adaptation, layout changes or any other changes to the IT system of the Website;
- b) providing access to the Website and its database to third parties, including making the password available to third parties;
- c) obtaining information about the internal structure or operating principles of the Website software;
- d) unauthorized downloading, changing or deleting of data contained on the Website;
- e) preservation and reproduction of data downloaded from the Website, except for printing only for own purposes.

11. Liability

11.1. The Service Provider shall not be liable for any damage that arose as a result of failure to provide Services to Users via Website on the basis of T&C for which the Service Provider is not liable, in particular resulting from force majeure, random situations, equipment failures, errors and third parties interference, occurring in the country of Service Provider registered seat's or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User. The Service Provider is not liable in particular but without limitation for damage resulting from the suspension or termination of providing Services, resulting from:

- a) natural disasters or accidents, such as in particular, slump or landslides, earthquakes, fires, hurricanes, floods, droughts, tsunamis, volcanic eruptions etc.;
- b) riots or civil unrest in the country of Service Provider registered seat's or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User;
- c) operation of nuclear energy in the country of Service Provider registered seats or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User;
- d) equipment failures resulting from the dampness of equipment or electrical surges (e.g. sudden changes in the voltage level in the electrical system), penetration of groundwater, freezing of walls, mold or fungus.

11.2. The Service Provider is not liable for any damage that arose as a result of failure to provide Services to the Users during breaks related to necessity to carry out maintenance or related to the update to the Website.

- 11.3. The Service Provider is not liable for any damage caused to the User as a result of other User's use of the Website and Services.
- 11.4. The Service Provider is not liable for damage caused to the User resulting from the manner in which other Users use the Website and Services.
- 11.5. The Service Provider is not liable for any damage that arises as a result of failure to provide the Service to the Users, in particular for damage resulting from the suspension or termination of the provision of the Services arising in particular from the entry into force of new legal provisions or changes in applicable law.
- 11.6. The User acknowledges that contract concluded by him/her with the Service Provider for provision of a given Service is a due diligence contract. Therefore, the Service Provider is not responsible for achieving by the User:
- a) the specific result arising from provision of a given Service
 - b) the effects expected by the User arising from provision of the given Service.
- 11.7. In particular but without limitation, the Service Provider is not responsible for:
- a) increase of the profits achieved by the online activity of the User as a result of using the Services;
 - b) increase of the visibility or of the reception range of the User's website, User's online services, User's channel in social medias or other User's activities on the Internet (for example, the Service Provider is not responsible for improving the User's website search results in search engines, increasing the number of followers of the User's profile on social media, etc.);
 - c) increase of the number of people using the online services provided by the User;
 - d) in the event that the User's website achieves better search results in search engines, the Service Provider does not guarantee or is not responsible for the duration of the maintenance of such search results;
- 11.8. Unless provisions of generally applicable law provide otherwise:
- a) Users may not make any claims for Services that are free of charge;
 - b) liability of the Service Provider towards the User for non-performance or improper performance of Services is limited to the amount equal to the amounts that the User has actually paid to the Service Provider for provision of given Service.
- 11.9. The User agrees to indemnify the Service Provider and its officers and / or directors against any claims, losses, damages or expenses (including reasonable legal fees) arising from the breach of the T&C by the User. User's obligation to indemnify the Service Provider is binding also after the termination of agreement between the User and the Service Provider.

12. Newsletter

- 12.1. Within the Newsletter service we will send you information, including commercial information, regarding promotions, new offers, events, competitions, etc. on a regular basis or at various intervals. regarding products and services offered by us or our partners. This information will be sent to you by e-mail.
- 12.2. The Newsletter service is optional. You don't have to subscribe to the Newsletter when you are registering an Account or when you are using other Services.
- 12.3. You can subscribe to the Newsletter by entering your email address in the proper tab on the Website. You also need to accept T&C and Privacy Policy.
- 12.4. You can unsubscribe from the Newsletter at any moment by:
 - a) sending us an e-mail with such request;
 - b) using a proper tab in link provided in the email that you received.
- 12.5. We can also terminate the Newsletter service at any moment.

13. Termination (deleting the Account)

- 13.1. Deleting an Account means terminating the agreement for provisions of all Services between you and us (apart from Newsletter service).
- 13.2. The Account may be deleted by the User at any moment. Deletion of the Account by the User requires using the appropriate tab on the Website.
- 13.3. The Service Provider is entitled to delete the User's Account for important reasons, in particular when the User violates the provisions of these T&C. Circumstances which justify deletion of the User's Account by the Service Provider are in particular (but not limited to) the following situations:
 - a) the User publishes within the Website content which is defamatory, offensive or in other way unwanted;
 - b) the User provides or publishes untrue or misleading information regarding products or services available on the Website;
 - c) the User presents himself/herself as a representative or partner of the Service Provider or the User answers to press inquiries (or inquiries from other media, social media included) regarding the Website or the Service Provider other services.
 - d) the User took action(s) regarding which the Service Provider had reasonable doubts, in particular considered such actions harmful or undesirable and the User would not give up these actions within 7 days of receiving the request from the Service via email.
- 13.4. Deletion of Account means that all Account data is removed. The amounts spent by the User for the purchase of Services are NOT subject to refund.

14. Contact

- 14.1. You can contact us:
 - a) in writing - at our office address indicated in point 2 of the T&C (Definitions)

- b) via e-mail: hello@gamerseo.com
- c) via phone: +85298496191

15. Complaints

- 15.1. You can file a complaint if you are not happy with how we render the Services, in particular if you think that:
- a) We provide Services not in accordance with the T&C;
 - b) Services provided by us are of poor quality;
 - c) Your rights have been violated through the Services we provide.
- 15.2. You can file a complaint:
- a) in writing and send it to our office address
 - b) via e-mail: complaint@gamerseo.com
- 15.3. The complaint should contain the following information:
- a) personal information, including name and surname, e-mail address;
 - b) The reason for the complaint, i.e. description of the problem being the basis of the complaint, for example, how your rights have been violated or for what reason you think the Services are of poor quality;
 - c) If possible, provide proof of the reasons of the complaint.
- 15.4. We will deal with the complaint as soon as possible, however no later than within 30 days upon receipt (however the lapse of that period does NOT mean that we automatically accepted your complaint).
- 15.5. We will reply to the complaint via e-mail.

16. Governing law

- 16.1. These T&C are governed and interpreted according to the laws of Hong Kong (Hong Kong Special Administrative Region). The above choice of law does not limit the User's rights provided by generally applicable law proper for the User's place of residence (if such rights are granted to you on the basis of generally applicable laws in the country of your residence, especially if you are a Consumer).

17. Disputes

- 17.1. We aim to resolve any dispute between us and Users amicably. If you have any queries you can contact us through:
- a) contact data provided in the T&C;
 - b) support systems provided on the Website;
- 17.2. However, if we cannot reach an amicable dispute resolution, the disputes shall be settled by courts with seats in Hong Kong (Hong Kong Special Administrative Region). It does not limit your right to start litigation in the country of your residence (if such right is granted to you on the basis of generally applicable laws in the country of your residence).

18. Personal data

18.1. All personal data provided by the Users is collected and processed by Service Provider in accordance with applicable laws and the **Privacy Policy** of the Website.

19. Changes of the T&C

19.1. We reserve the right to change the provisions of these T&C at any time.

19.2. We will notify the Users about changes to these T&C at home page of the Website and by e-mail to the e-mail address of the User. The notification via e-mail will contain a list of changes and date of their entry into force. The period between notification and entry into force of the changes shall be not less than 7 days.

19.3. If you continue to use the Website after receiving the above notification, we will assume that you agree for the changes.

19.4. However, if you don't agree, you should inform us via e-mail about that within 7 days counting from receipt of the above notification to your email. In this case, we will delete your Account. Also, if you don't agree to the changes of T&C, you can always delete your Account on your own.

20. Final provisions

20.1. These T&C are available on the Website free of charge in a manner enabling its recording.

20.2. We may transfer our rights and obligations arising from these T&C (e.g. agreement with User) to a third party without User's consent.

20.3. These T&C may be also available in languages, other than English. However, in case of any discrepancies between the language versions, the English version shall prevail.

20.4. If any provision of these T&C should be found invalid or ineffective, such provision should be omitted, which does not affect the validity of the remaining provisions of the T&C.