

Genbby Terms of services

This end user license agreement (the "**Agreement**") should be read by you (the "**User**" or "**you**") in its entirety prior to your use of our service or products. Please note that the Agreement constitutes a legally binding agreement between you and Genbby Inc. (referred to herein as "**us**" or "**we**") which owns and operates the Internet sites found at www.genbby.com (the "**Sites**"). By entering into this Agreement, you acknowledge that Genbby are part of a group of companies. As such, where used and the context allows, the term "Group" means Genbby together with its subsidiaries and any holding company of Genbby and any subsidiary of such holding company and any associated company with Genbby

In addition to the terms and conditions of this Agreement, please review our [Privacy Policy](#) as well as the other rules, policies and terms and conditions relating to the games and promotions available on the Sites as posted on the Sites from time to time, which are incorporated herein by reference, together with such other policies of which you may be notified of by us from time to time.

By clicking the "I Agree" button as part of the software installation process and using the Software (as defined below), you consent to the terms and conditions set forth in this Agreement, the [Privacy Policy](#) as may be updated or modified from time to time in accordance with the provisions below and therein.

For the purposes of this Agreement, the definition of "**Software**" will include both the Genbby software downloadable to your personal desktop or laptop computer ("**PC**") from www.genbby.com (the "**PC Software**"). as well as all ancillary software to the poker software (whether web-based software or client/server software).

When using the Service to play the Games (as defined below), you will have the option to purchase virtual coins ("**Virtual coins**") pursuant to Clause 1A below in addition to your use of free of charge coins ("**Free coins**"). The operation and provision of the Virtual coins for use in the video games we integrated in the platform is provided by the company. For the purposes of this Agreement, the terms "Virtual coins" and "Free coins" together shall be referred to as "**coins**").

1. GRANT OF LICENSE/INTELLECTUAL PROPERTY

- 1.1 Subject to the terms and conditions contained herein Genbby grants the User a non-exclusive, personal, non-transferable right to install and use the Software on your PC or Device, as the case may be, in order to access our servers and play the "play for free"/"play money" video games we had in

list (the "**Games**") available (the Software and Games together being the "**Service**").

- 1.2 The Software is licensed to you by Genbby for your private personal use. Please note that the Software is not for use by (i) individuals under 18 years of age, (ii) individuals under the legal age of majority in their jurisdiction and (iii) individuals connecting to the Site from jurisdictions, countries, provinces, or states from which it is illegal to do so. It is the User's responsibility to ensure that their use of the Service is lawful and you agree to comply with all country, province, state, and local laws when using the service.
- 1.3 We reserve the right at any time to request from you evidence of age in order to ensure that minors are not using the Service. We further reserve the right to suspend or cancel your account and exclude you, temporarily or permanently, from using the Service if satisfactory proof of age is not provided or if we suspect that you are underage.
- 1.4 Genbby Inc. are the sole holders of all rights in the Software and the Software's code, structure and organisation are protected by copyright, trade secrets, intellectual property and other rights. You may not within the limits prescribed by applicable laws:
 - (a) copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Software or make any attempt to access the source code to create derivative works of the source code of the Software, or otherwise;
 - (b) sell, assign, sublicense, transfer, distribute or lease the Software;
 - (c) make the Software available to any third party through a computer network or otherwise;
 - (d) export the Software to any country (whether by physical or electronic means); or
 - (e) use the Software in a manner prohibited by applicable laws or regulations.
- (each of the above is an "**Unauthorised Use**").
- Genbby reserve any and all rights implied or otherwise, which are not expressly granted to the User hereunder and retain all rights, title and interest in and to the Software.

- You agree that you will be solely liable for any damage, costs or expenses arising out of or in connection with the commission by you of any Unauthorised Use. You shall notify us immediately upon becoming aware of the commission by any person of any Unauthorised Use and shall provide us with reasonable assistance with any investigations we conduct in light of the information provided by you in this respect.
- 1.5 The terms "Genbby", the domain names "genbby.com", "play.genbby.com" and any other trade marks, service marks, signs, trade names and/or domain names used by Genbby on the Site and/or the Software from time to time (the "**Trade Marks**"), are the trade marks, service marks, signs, trade names and/or domain names of Genbby reserve all rights to such Trade Marks. In addition, all other content on the Sites, including, but not limited to, the Software, images, pictures, graphics, photographs, animations, videos, music, audio and text (the "**Site Content**") belongs to Genbby is protected by copyright and/or other intellectual property or other rights. You hereby acknowledge that by using the Service and the Site you obtain no rights in the Site Content and/or the Trade Marks, or any part thereof. Under no circumstances may you use the Site Content and/or the Trade Marks without our prior written consent.
- Additionally, you agree not to do anything that will harm or potentially harm the rights, including the intellectual property rights, held by Genbby, the Trade Marks or the Site Content nor will you do anything that damages the image or reputation of Genbby, employees, directors, officers and consultants.
- 1.6 You warrant that any names or images used by you in connection with the Sites or Service (for example, your user name and avatar) shall not infringe the intellectual property, privacy or other rights of any third party. You hereby grant Genbby a worldwide, irrevocable, transferable, royalty free, sublicensable licence to use such names and images for any purpose connected with the Sites or Service, subject to the terms of our Privacy Policy.
- **PURCHASES OF VIRTUAL COINS**
- 1A.1. While using the Service, you may "earn", "buy" or "purchase" Virtual coins for use in the Service. You hereby acknowledge that these "real world" terms are only used figuratively, and you agree that you have no right or title in Virtual coins appearing or originating in any Game, whether "earned" in a Game or "purchased". Any other attributes associated within

an account or stored on the Service. Any “virtual currency” balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license.

- 1A.2. You may purchase a license to use Virtual coins for valuable consideration, by visiting play.genbby.com on the Service, providing your billing information, confirming the particulars of your purchase and re-affirming your agreement to this Agreement.
- 1A.3. When you purchase a license to use Virtual coins, we may send you a confirmatory e-mail that will contain details of the Virtual coins you have ordered. Please check that the details in the confirmatory e-mail are correct as soon as possible and maintain a copy of it for your records. If you have any concern, please contact customer support. Genbby Inc. keeps records of transactions in order to deal with any queries.
- 1A.4. For the purchase of Virtual coins, your order will represent an offer to us to purchase a license for such Virtual coins which will be accepted by us when we make the Virtual coins available in your account for you to use in our Games (the “**Acceptance**”). Your license to use Virtual coins for use in our Games is a service provided by Genbby Inc. that commences upon Acceptance of your purchase. A purchase of a license to use Virtual coins is non-refundable by Genbby Inc.
- 1A.5. Genbby Inc. may revise the pricing for the Service and the Virtual coins it licenses to you through the Service at any time. You acknowledge that Genbby Inc is not required to provide a refund for any reason, and that you will not receive money or other compensation for unused Virtual coins when a Account is closed, whether such closure was voluntary or involuntary.
- 1A.6. For the avoidance of doubt, it is hereby clarified that the purchase of a license to use Virtual coins does not entitle you to any rights whatsoever other than those reflected by the license. It is furthermore clarified that a license purchased may only be transferred as explicitly provided for within the terms of the license and that such license may not be redeemed, sold, transferred, bequeathed, leased, rented or otherwise disposed of in return for valuable consideration.

2. NO WARRANTIES

- 2.1 We disclaim any and all warranties, expressed or implied, in connection with the Service which is provided to you "AS IS" and we provide you with no warranty or representation whatsoever regarding its quality, fitness for purpose, completeness or accuracy.
- 2.2 Regardless of our efforts to provide you with service of the highest quality, safety and security, we make no warranty that the Service will be uninterrupted, timely or error-free, that defects will be corrected or that the Software and the Sites shall be free from viruses, bugs or other contaminants.
- 2.3 We reserve the right to suspend, discontinue, modify, remove or add to the Service in its absolute discretion with immediate effect and without an obligation to provide you with notice where we consider it necessary to do so including (for example) for the management, maintenance or update of the Software and we shall not be liable in any way whatsoever for any loss suffered as a consequence of any decision made by us in this regard.

3. AUTHORITY

- 3.1 We retain authority over the issuing, maintenance, and closing of Users' accounts on the Sites. The decision of our management, as regards any aspect of a User's account, use of the Service or dispute resolution, is final and shall not be open to review or appeal.

4. YOUR REPRESENTATIONS AND WARRANTIES

Prior to your use of the Service and on an ongoing basis you represent, warrant, covenant and agree that:

- 4.1 your use of the Service is at your sole option, discretion and risk.
- 4.2 you will need to provide us with certain personal details about yourself (including details regarding your methods of payment for the purposes of acquiring Virtual coins) as well as (for the purposes of using the Service via the Mobile Software) consenting to our use of location-based services (LBS) to detect your geographic location, for the purpose of using the Service. We will process your personal details in compliance with the data protection laws and regulations of Republic of Panama all in accordance with and as set out in our [Privacy Policy](#).

- 4.3the telecommunications networks and Internet access services required for you to access and use the Service are entirely beyond our control and we shall have no liability whatsoever for any outages, slowness, capacity constraints or other deficiencies affecting the same.
- 4.4you are solely responsible for any applicable taxes which may be payable on cash or prizes awarded to you through your using the Services.
- 4.5you are prohibited from using the Service in any way to create, receive or facilitate the transfer or receipt of any financial gain or other pecuniary advantage to you or any third party (whether or not acting on your behalf). coins have no value in and of themselves and are not transferable and exchangeable. Further, such Virtual coins have no value in themselves and are not redeemable for any 'real' currency or prize. Thus you are prohibited from sublicensing, renting, leasing, selling, trading, gifting, bequeathing or otherwise transferring your Account or any coins associated with your account to a third person.
- 4.6you are aged 18 or over and that you are not currently self-excluded from any online or mobile gambling site and that you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider.

5. PROHIBITED USES

- 5.1**SOFTWARE MODIFICATIONS.** User may not attempt to modify, decompile, reverse-engineer or disassemble the Software in any way.
- 5.2**PERSONAL USE.** The Service is intended solely for the User's personal use and entertainment and not for money and must not in any way be used to create any financial gain or other pecuniary advantage to you. The User must provide full and truthful information in respect of all details and information provided by the User to us, and the User is obligated to update such details in the event of any change thereto.
- 5.3**COLLUSION.** Collusion between Users by sharing hole cards or by any other methods is strictly forbidden. We reserve the right, in addition to other measures, to restrict seating and/or to prohibit Users from playing at a particular process including restricting two or more Users from playing together at the same table or in the same tournament. In addition, we reserve the right to consider any collusion between players (including Users) as a material breach of this Agreement and accordingly we shall

have the right to terminate a User's account if a User engages or attempts to engage in any such activity, regardless of the outcome of such attempt.

- **5.4 EXTERNAL PLAYER ASSISTANCE PROGRAMS (EPA).** We prohibit those External Player Assistance Programs ("EPA Programs") which are designed to provide an "Unfair Advantage" to players. We define "External" to mean computer software (other than the Software), and non-software-based databases or profiles (e.g. web sites and subscription services). We define an "Unfair Advantage" as any instance in which a User accesses or compiles information on other players beyond that which the User has personally observed through the User's own game play.
- **5.5 AUTOMATIC PLAYERS (BOTS).** The use of artificial intelligence including, without limitation, "robots" is strictly forbidden in connection with the Service. All actions taken in relation to the Service by a User must be executed personally by players through the user interface accessible by use of the Software.
- **5.6** You agree that we may take steps to detect and prevent the use of prohibited EPA Programs. These steps may include, but are not limited to, examination of software programs running concurrently with our Software on the User's PC or Device. You agree that you will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps.
- **5.7 COIN-DUMPING.** Coin-dumping occurs when any User intentionally loses a match in order to deliberately transfer his coins to another User. Any User who participates or attempts to participate in coin-dumping with any other User while using the Service may be permanently banned from using the Service and their Account may be terminated immediately. In such circumstances we will be under no obligation to return or credit to you any coins that may be in your Account at such time.
- **5.8 FRAUDULENT BEHAVIOR.** In the event that we deem that a User has engaged or attempted to engage in fraudulent, unlawful, dishonest or improper activity while using the Service, including without limitation, engaging in any of the activities set forth above or any other game manipulation, we shall be entitled to take such action as we see fit, including but not limited to:
 - immediately blocking a User's access to the Service,
 - seizing all coins held in the User's account,
 - terminating a User's account; and/or

- taking legal action against a User.

6. OFFENSIVE LANGUAGE OR CONTENT

The User is prohibited from posting any unlawful, indecent, racist, obscene, libellous, defamatory or threatening material or any material that would violate any law or generally be considered to be offensive, via the Service whether using the chat function, the player images option or in correspondence with our staff.

7. BREACH

- 7.1 Without prejudice to any other rights, if a User breaches in whole or in part any provision contained herein, Genbby or any other company within which provides services to the User reserves the right to take such action as it sees fit, including terminating this Agreement or any other agreement in place with the User, including immediately blocking the User's access to the Service or to any other service offered by the incorporation, terminating such User's account on the Sites or on any other site operated by the incorporation and/or taking legal action against such User.
- 7.2 You agree to fully indemnify, defend and hold harmless Genbby, the Group and its shareholders, directors and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:
 - **7.2.1.** your breach of this Agreement, in whole or in part;
 - **7.2.2.** violation by you of any law or any third party rights; and
 - **7.2.3.** use by you of the Service or use by any other person accessing the Service using your Login Credentials (as defined below) , whether or not with your authorization.

8. LIMITATION OF LIABILITY

- 8.1 Under no circumstances, including negligence, shall any member of the Group be liable for any special, incidental, direct, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use (or misuse) of the Service even if we had prior knowledge of the possibility of such damages.
- 8.2 Nothing in this Agreement shall exclude or limit Genbby liability for: (a) death or personal injury resulting from its negligence; or (b) fraud or fraudulent misrepresentation.

9. SECURITY AND YOUR ACCOUNT

- 9.1 Each Account shall be accessible through the use of a combination of a unique
- 9.1 ID ("**ID**"), a unique and secret password ("**Password**"), and other optional numeric authentication methods that the User may select (the ID, Password and any other authentication features together being referred to as the "**Login Credentials**"). The User is obligated to choose his/her own ID and Password in accordance with the rules relating thereto.
- 9.2 The User agrees that he/she is solely responsible for all use of the Service under his/her Login Credentials and that he/she shall not disclose the Login Credentials to any person whatsoever nor permit another person to use the Service via his/her Account.
- 9.3 The User is obliged to keep his/her Login Credentials secret and confidential at all times and to take all efforts to protect their secrecy and confidentiality. Any unauthorized use of the Login Credentials shall be the sole responsibility of the User and be deemed as his/her use. Any liability therefrom shall be that of the User.
- 9.4 A User may only have one Account and shall only use the Service using such single account. It is prohibited for a User to open multiple Accounts. In the event that we become aware of additional accounts opened by a User, we may close such additional accounts without notice.
- 9.5 You will not be able to place any bets (with coins) using the Service in an amount greater than the total amount of coins in your Account.
- 9.6 We reserve the right to run identity checks on a User, with third party services, using the information provided to us by a User on registration with the Service.
- 9.7 Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and that all rights in and to your Account shall forever be owned by and inure to the benefit of Genbby.

10. THIRD PARTY SOFTWARE

- 10.1 The User's use of the Licensed Software is subject to compliance with all of the terms and conditions of this Agreement.
- 10.2 The User's use is limited to "Internal Use" meaning use of the Licensed Software only in the course of the User's customary and ordinary internal business or personal use and not for further resale, sublicensing or distribution. "Customary and ordinary internal business use" shall mean, for an End User that is an entity, use by such User, or its employees or authorized agents for the User's customary and ordinary internal business. "Customary and ordinary personal use" shall mean use, by a User that is an individual, use by such User or a member of such User's household for internal personal purposes. All such employees, agents, and household members shall be notified by the User as to the terms and conditions of this Agreement.

11. AMENDMENT

We reserve the right to update or modify this Agreement or any part thereof at any time without notice and you will be bound by such amended Agreement within 14 days of it being posted at the Sites. Therefore, we encourage you to visit the Sites regularly and check the terms and conditions contained in the version of the Agreement in force at such time. Your continued use of the Sites shall be deemed to attest to your agreement to any amendments to the Agreement.

12. GOVERNING LAW

The Agreement and any matters relating hereto shall be governed by, and construed in accordance with, the laws of Republic of Panama. You irrevocably agree that, subject as provided below, the courts of the Republic of Panama shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waive any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

14. SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

15. ASSIGNMENT

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

16. ASSIGNMENT

We reserve the right to assign this agreement, in whole or in part, at any time without notice. The User may not assign any of his/her rights or obligations under this Agreement.

17. MISCELLANEOUS

- 17.1 No waiver by us of any breach of any provision of this Agreement (including our failure to require strict and literal performance of or compliance with any provision of this Agreement) shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.
- 17.2 Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties not party to this Agreement other than with respect to Genbby Inc.
- 17.3 Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and us.
- 17.4 This Agreement constitutes the entire understanding and agreement between you and us regarding the Service and supersedes any prior agreement, understanding, or arrangement between you and us.
- 17.5 The User must provide full and truthful information in respect of all details and information requested by us in connection with the User's use of the Service subject at all time to the terms of the [Privacy Policy](#).

- 17.6 The English language version of this Agreement shall be the prevailing version in the event of any discrepancy between any translated versions of this Agreement.
- More information is available at www.genbby.com