

TERMS AND CONDITIONS

Welcome to GATO, which is provided by GATO Global Games, LLC located in New York, NY, United States or one of its affiliates (the “Platform” or “we” or “us”).

Acceptance of the Terms and Conditions

You are reading the terms and conditions of service (the “Terms”) that govern the relationship and constitute an agreement between you and us and set forth the terms and conditions by which you may access and make use of the Platform and our websites, services, applications, products and related content (collectively, the “Service”).

The Service will include access to virtual environments, games and other content, as well as downloadable software or applications for use on personal computers, tablets, mobile devices or phones.

Our Service is provided for your private, non-commercial use. For purposes of these Terms, “you” and “your” means you as a user of the Service.

The Terms constitute a legally binding agreement between you and us. Please take the time to read them carefully. By accessing or using our Service, you confirm that you may enter into a binding contract with the Platform, that you accept these Terms, and that you agree to abide by them. Your access to and use of our Service is also subject to our Privacy Policy and other current or future policies, the terms of which can be found directly on the Platform, or where the Platform is available for download, in the applicable app store on your mobile device and which are incorporated herein by reference. By using the Service, you consent to the terms of the Privacy Policy.

If you do not agree to these Terms, you must not access or use our Service.

If you access or use the Service on behalf of a business or entity, then (a) the terms “you” and “your” include you and such business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on behalf of the entity, and (c) your business or entity is legally and financially responsible for your access or use of the Service, as well as for access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You may accept the Terms by accessing or using our Service. You understand and agree that we will treat your access or use of the Service as acceptance of these Terms from that point forward.

Who can use the Service?

Age Requirements

You must be at least 18 years old to use the Service. However, children of all ages may use the Service if permitted by a parent or legal guardian.

Parent or Guardian Permission

If you are under the age of 18, you affirm that you have your parent's or guardian's permission to use the Service. In that case, you must ask that person to read these Terms with you.

If you are a parent or guardian of a user under the age of 18, when you allow your child to use the Service, you are subject to the terms of these Terms and are responsible for your child's activity on the Service.

Service Development, Enhancements and Updates

The Platform is constantly making changes and improvements to the Service. As part of this ongoing evolution, we may make modifications or changes (to all or part of the Service), such as adding or removing features and functionality, offering new digital content or services or discontinuing existing ones. We may need to modify or discontinue the Service, or any part of it, in order to make improvements to its performance or security, make changes to comply with laws, or prevent illegal activity or abuse of our systems. These changes may affect all users, some users, or even just one user. If we make significant changes that adversely affect your use of the Service we will notify you reasonably in advance, except in urgent situations, such as to prevent abuse, respond to legal requirements, or resolve performance or security issues.

Use of the Service

Access to and use of the Service is subject to these Terms and all applicable laws and regulations. You may not:

- (i) access or use the Service if you are not fully able and legally competent to agree to these Terms;
- (ii) make unauthorized copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or any Content (as defined below) included therein, including any files, tables, documentation (or any part thereof) or determine or attempt to determine any source code, algorithms, methods or techniques which are part of the Service;
- (iii) distribute, license, transmit, or sell, in whole or in part, the Service;
- (iv) market, rent or lease the Service for any fee or charge, or use the Service to advertise or conduct any commercial solicitation;
- (v) use the Service, without our express written consent, for any commercial or unauthorized purpose, including the communication or facilitation of any commercial advertising or solicitation or unsolicited mailings (spamming);
- (vi) interfere with, or attempt to interfere with the proper working of the Service, disrupt our website or any network connected to the Service, or circumvent any measures we may use to prevent or restrict access to the Service;
- (vii) incorporate the Service or any part thereof into any other program or product. In such event, we reserve the right to refuse our Service, terminate accounts or limit access to the Service in our sole discretion;
- (viii) use automated scripts to collect information from the Service or to otherwise interact with the Service;
- (ix) impersonate any human or legal person, make false statements or misrepresent yourself or your affiliation with any human or legal person, including by creating the impression that any content you upload, post, transmit, distribute or otherwise make available is from the Service;

- (x) intimidating or harassing others, or promoting sexually explicit material, violence or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- (xi) use or attempt to use the Account (as defined below), service or system of others without the Platform's authorization, or create a false identity on the Service;
- (xii) use the Service in a manner that could create a conflict of interest or undermine the purpose of the Service, such as exchanging reviews with other users or writing or soliciting fake reviews;
- (xiii) use the Service to upload, transmit, distribute, store or otherwise make available in any way files that contain viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful; any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of prohibited solicitation; any private information of any third party, including addresses, telephone numbers, e-mail addresses, personal identity card numbers and characteristics (e.g., National Security numbers, passport numbers) or credit card numbers; any material that infringes or would infringe any copyright, trademark or other intellectual property rights or the privacy rights of any other person; any material that is defamatory of any person, obscene, offensive, pornographic, hateful or subversive; any material that could constitute, encourage hatred or is subversive; any material that could constitute, encourage or constitute an infringement of any copyright, trademark or other intellectual property rights or the privacy rights of any other person; any material that is defamatory of any person, obscene, offensive, pornographic, hate speech or is subversive; any material that could constitute, encourage or provide a direction to commit a criminal offense, dangerous activity or self-harm; any material that is deliberately designed to provoke or antagonize people, especially that offends and harasses, or is intended to harass, harm, injure, frighten, distress, embarrass or annoy people; any material that contains a threat of any nature, including threats of physical violence; any material that is racist or discriminatory, including discrimination on the basis of a person's race, religion, age, gender, disability or sexuality; any questions, answers, comments, opinions, analyses or recommendations for which you have not been properly licensed or which you are not otherwise qualified to provide; or material that, in the Platform's absolute discretion, is objectionable or which restricts or inhibits any other person from using the Service, or which could expose the Platform, the Service or its users to any danger or liability of any nature whatsoever; or
- (xiv) use the Service to (a) sell advertising, sponsorships or promotions placed on or around the Service or Content, except as permitted in the Platform policies; and/or (b) sell advertising, sponsorships or promotions on a page of any website or application that has only Content from the Service or where Content from the Service is the primary basis for sales (e.g., selling advertisements on a webpage where videos from the Platform are the primary attraction for users to visit the webpage).

We reserve the right, at any time and without prior notice, to deny or disable access to Content at our discretion with or without justification. Some of the reasons we may deny or disable access to Content may include finding Content that is objectionable, in violation of these Terms or otherwise harmful to the Service or our users. Our automated systems analyze your Content

to provide you with personally relevant product features, such as personalized search results, tailored advertising, and spam and malware detection. This analysis occurs when Content is sent, received and when it is stored.

The Account

To access or use the Service you must create an account on the Platform (the “Account”). At the time you create this Account you must provide accurate and current information. It is important that you maintain and promptly update your information and any other information you provide to us in order to keep such information current and complete.

It is important that you keep your Account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your Account, you must notify us immediately at: hello@gato.us

You agree that you are solely responsible (to us and to others) for activity that occurs on your Account.

We reserve the right to disable your User Account at any time, including if you have failed to comply with any of the provisions contained in these Terms, or if activity occurs on your Account that, in our absolute discretion, could cause damage to, or impair the Service or infringe or violate any third-party rights, or violate any applicable laws or regulations.

If you do not wish to use the Service again, and if you would like us to delete your Account, please contact us at: hello@gato.us. We will provide you with additional assistance and guidance through the process. Once you choose to delete your Account, it will not be possible for you to reactivate it or to retrieve any content or information you have added.

Suspension and termination of accounts

Termination by you

You may stop using the Service at any time. The termination of the Account implies the closure of your user on the Platform and the deletion of your data.

Terminations and suspensions by the Platform

The Platform reserves the right to suspend or terminate your Account, or suspend or terminate your access to all or part of the Service if: (i) you materially or repeatedly breach these Terms; (ii) we are required to do so to satisfy a legal requirement or court order; and/or (iii) we believe there is conduct that creates (or could create) liability or harm to any user, a third party, the Platform or our affiliates.

Notice of Termination or Suspension

We will notify you why the Platform is terminating or suspending your Account unless we reasonably believe that to do so would: (i) constitute a violation of law or the directions of a law enforcement authority; (ii) jeopardize an investigation; (iii) jeopardize the integrity, operation or security of the Service; or (iv) cause harm to any user, another third party, the Platform or our affiliates.

Effect of Account Suspension or Termination

If your Account is terminated or your Account's access to the Service is restricted you may continue to use some aspects of the Service (such as viewing) without an account, and these Terms will continue to apply to that use.

Service Content

Content Upload

If you have a user on the Platform you may upload Content to the Service. You must not upload Content to the Service that does not comply with these Terms or applicable law. For example, the Content you submit must not include third party intellectual property (such as copyrighted material), unless you have permission from the owner or are otherwise legally permitted to use such content. In the same vein, you acknowledge that you are legally responsible for the Content you submit to the Service.

The Platform reserves the right to review and analyze the Content to be published in order to define whether it complies with these Terms and other policies and guidelines of the Platform. Otherwise, the Content will not be published.

Right to Monetize

You grant the Platform the right to monetize your Content on the Service. In addition, this monetization may include serving advertisements on the Content or charging users an access fee. This agreement does not grant you any right to receive payments.

Notwithstanding the foregoing, the user who publishes video games on the Platform shall be entitled to receive a sum equal to 55% (net of taxes and expenses) of the advertising on the home page of the relevant video game (banners and video advertising).

Removal of Content

You may remove your Content from the Service at any time. If at any time you cease to have the rights required by these Terms, you must remove your Content.

Removal of Content by the Platform

If we reasonably believe that your Content (i) violates these Terms or (ii) may cause harm to the Platform, our users or third parties, we reserve the right to remove or delete such Content in accordance with applicable law.

Licences

As between you and the Platform, all content, software, images, text, graphics, artwork, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and the “look and feel” of the Service, and all intellectual property rights related thereto (the “Content”) are owned or licensed by the Platform, with the understanding that you or your licensors own any User Content (as defined below) that you upload or transmit through the Service. Use of the Content or materials on the Service for any purpose not expressly permitted by these Terms is strictly prohibited. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, displayed, sold, licensed, or otherwise exploited for any purpose without our prior written consent, or where applicable, the prior written consent of our licensors. We and our licensors reserve all rights not expressly granted in and to your Content.

You acknowledge and agree that you may generate revenue, increase goodwill or otherwise increase our value from your use of the Service, including, by way of example and without limitation, through the sale of advertising, sponsorships, promotions, usage data and, except as specifically permitted by us in these Terms or any other agreement you enter into with us, you will have no rights to any such revenue, goodwill or value. You further acknowledge that, except as specifically permitted by us in these Terms or in any other agreement you enter into with us, you (i) will not be entitled to receive revenue or other consideration for any User Content for your use of any video game made available to you on or through the Service, including, on any User Content created by you, and (ii) are prohibited from exercising any right to monetize or obtain any consideration for any User Content within the Service or on any third party service.

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Service, including to download the Platform onto a permitted device, and for the purposes of accessing the Content solely for your personal, non-commercial use through your use of the Service and solely in compliance with these Terms. The Platform reserves all rights not expressly granted herein in and to the Service and Content. You acknowledge and agree that Platform may terminate this license at any time with or without cause.

You acknowledge and agree that when you view Content provided by others on the Service, you do so at your own risk. The Content on our Service is provided for general information only. It is not intended as advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from taking, any action in reliance on the Content on our Service.

We make no representations or warranties, express or implied, that any Content (including User Content) is accurate, complete or up-to-date. Where our Service contains links to other sites and resources provided by third parties, these links are provided to you for informational purposes only. We have no control over the content of those sites or resources. Such links should not be construed as an endorsement by us of the linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review or edit any content posted by you or other users on the Service (including User Content).

Content is the responsibility of the person or entity providing it to the Service. The Platform is under no obligation to host or post Content. In addition, if you see Content that, in your opinion, does not satisfy these Terms you may report it.

User Generated Content

Users of the Service are permitted to upload and post video games or otherwise make content available through the Service (the "User Content"). The information and materials in the User Content have not been verified or approved by us. Opinions expressed by other users on the Service (including through the use of virtual gifts) do not represent our opinions or values.

Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Service or transmit to us any User Content that you consider confidential or proprietary. When you provide User Content through the Service, you agree and represent that you own the User Content, or have received all necessary permissions, clearances from, or are authorized by, the owner of any portion of the content to submit it to the Service.

You or the owner of your User Content will continue to own the copyright in the User Content you submit to us, but by submitting User Content through the Service, you hereby grant us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual, worldwide license to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit and/or distribute and authorize other users of the Service and other third parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, now known or hereafter invented.

In addition, you grant us a royalty-free license to use your username, image, voice and likeness to identify you as the source of any User Content you own.

This means that you grant us the right to use your User Content without the obligation to pay royalties to any third party, any unions or guilds, and engineers, producers or other royalty participants involved in the creation of the User Content.

License to Other Users

You also grant other users of the Service a worldwide, non-exclusive license to access and use your Content through the Service, including to reproduce, distribute, prepare derivative works, display and perform it, only as permitted by a feature of the Service. For clarity, this license does not grant any right or permission for a user to use your Content independently of the Service.

License Term

The licenses you grant remain in effect for a commercially reasonable period after you download or delete Content from the Service. However, you acknowledge and agree that the Platform may retain on its servers copies of video games you upload that are subsequently downloaded or deleted, but you may not display, distribute or perform them.

About the Service software

Open Source

Some of the software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so you should be sure to read those licenses.

Security

We do not guarantee that the Service will be secure or free of bugs or viruses. You are responsible for configuring your information, technology, software and platform to access the Service. You must use your own virus protection software.

Other legal terms

Copyright Protection

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Service, you agree that you will not use the Service to infringe any intellectual property rights. We reserve the right, with or without notice, at any time and at our absolute discretion, to block access to and/or terminate the accounts of any user who infringes or is alleged to have infringed any copyright or other intellectual property rights.

Personal Information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service.

Disclaimer of Warranty

Except as expressly set forth in these Terms, or as required by applicable law, the Service is provided “as is” and the Platform makes no commitments or warranties with respect to the Service. For example, we make no warranties regarding the following: (i) the content provided through the Service; (ii) the specific features of the Service or its accuracy, reliability, availability or ability to meet your needs; (iii) access to any content you submit to the Platform.

Limitation of Liability

Except to the extent required by applicable law, the Platform, its affiliates, officers, directors, employees and agents shall not be liable for any loss of profits, revenue, business opportunities, goodwill or anticipated savings; loss or corruption of data; indirect or consequential loss; punitive damages caused by the following:

- (i) errors, mistakes or inaccuracies in the Service;
- (ii) personal injury or property damage resulting from your use of the Service;
- (iii) any unauthorized access to or use of the Service;
- (iv) any interruption or termination of the Service;
- (v) any viruses or malicious code transmitted to or through the Service by any third party;
- (vi) any Content submitted by a User or the Platform, including your use of the Content; and/or
- (vii) the removal or unavailability of the Content.

This provision applies to any claim, regardless of whether the asserted claim is based on warranty, contract, tort or any other legal theory.

Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Platform, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, without limitation, attorneys' fees) arising out of the following: (i) your improper use of and access to the Service; (ii) your breach of any term of these Terms; (iii) your breach of any third party right, including, without limitation, copyright, proprietary or privacy rights; and/or (iv) any claim that your Content caused damage to any third party. The indemnification and defense obligation will survive the expiration of these Terms and termination of your use of the Service.

Links

The Service may contain links or hyperlinks to third-party websites and online services that are not owned or controlled by the Platform. The Platform has no control over those websites and online services, and assumes no responsibility or liability for them. Please be aware when you leave the Service. We encourage you to read the terms and conditions and Privacy Policy of each third-party website and online service you visit.

About these Terms

Changes to these Terms

We may make changes to these Terms (i) to reflect changes to our Service or the way we do business, for example, when we add new products or features or remove existing ones, (ii) for legal, regulatory or security reasons, or (iii) to prevent abuse or harm.

If we make material changes to these Terms we will notify you reasonably in advance and give you an opportunity to review the changes, except (i) when we release a new product or feature, or (ii) in urgent situations, for example, to prevent ongoing abuse or respond to legal requirements. If you do not agree to the new terms you must remove your uploaded Content and stop using the Service.

Severability

If any of the conditions set forth in these Terms shall be unenforceable for any reason, this shall not affect the validity of the remaining conditions.

Entire Agreement

These Terms constitute the entire legal agreement between you and the Platform and govern your use of the Service and completely supersede any prior agreements between you and the Platform relating to the Service.

Waiver

In the event that you breach these Terms, our failure to take immediate action shall not constitute a waiver by us of any rights we may have (such as the right to take action in the future).

Jurisdiction and Applicable Law

All claims arising out of or relating to these Terms or the Service shall be governed by the laws of Delaware, United States, and shall be brought exclusively in the federal or state courts of Delaware, United States. Both you and the Platform agree to submit to the jurisdiction of those courts.

These terms and conditions are effective as of December 20, 2022.