

# USER AGREEMENT

## TERMS OF USE

At Lidoma, we exist to inspire the world to **Play, Earn and Enjoy**. We bring together communities, arrange tournaments and leagues, and broadcast online/offline events in some of the biggest game titles on mobile and PC.

Please read these Terms of Use (“**Terms**”) carefully as they describe your relationship with us and govern your use of the Site and the products and services offered by us.

We may revise and update these **Terms of Use** from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. You also will be notified about updates via e-mail. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Before you continue using our website we advise you to read our **Privacy Policy** regarding our user data collection. It will help you better understand our practices.

## THE SUBJECT OF THE CONTRACT

The purpose of the User Agreement is to determine the conditions for using the services and to determine the rights and obligations of the parties in this direction. With the acceptance of the User Agreement by the user, the users declares and undertakes that they have accepted all kinds of statements regarding the services, usage, content, applications and other users on the website.

This User Agreement is only between the user and **LIDOMA**, and covers the form and conditions for the services available and to be included in the website.

## REGISTRATION

In order to conclude this User Agreement, it is sufficient to enter the desired informations and the password will be determined, and press the [**Register**] button by giving the specified approval and / or permissions. We kindly ask you to enter the mandatory information correctly.

After completing the registration process on the site and confirming e-mail address, the users can start using the site by entering their e-mail address and password, provided that user complies with the conditions specified in this contract.

## USER'S RIGHTS AND OBLIGATIONS

The users accept, declare and undertake that they will act in accordance with all the conditions in the Agreement and the rules specified in the relevant parts of the site while using the site.

There are different age limits for each game on the Site. It is forbidden for users to play games that exceed their age limit. The users, who do not declare their age correctly while registering or/and playing games are personally responsible for all damages that may arise due to this.

The user, who does not provide accurate and up-to-date information while filling out the User Agreement, is personally responsible for all damages that may arise due to this.

Each user hereby accepts, declares and undertakes that they will not engage in any activity that would infringe the rights of **LIDOMA** and/or any other third party. The legal responsibilities of the users in

every transaction and action they take within the site belong to them. **LIDOMA** has no direct and/or indirect responsibility for the damages incurred or to be incurred by third parties due to the activities of the users and members on the site.

The users accept and declare that they will act in accordance with the provisions of this User Agreement, all conditions stated on the website, applicable legislation and ethical rules in transactions and correspondence on the website.

The user is directly responsible for the malicious use of the password by other persons if the informations such as username and password given to the users by **LIDOMA** or that they have determined are shared with third parties,

The user cannot use another's IP address, e-mail address, user name and other information on the internet, and cannot access or use other members' private information without permission. Any legal and penal liability that may arise from such use belongs to the member.

In the event that there is a dispute as to which person the user rights and obligations belong to, **LIDOMA** accepts that the last person who paid **LIDOMA** for any Service using the relevant account is the owner of the user account,

The user cannot take actions that prevent or make difficult for other users and visitors to use the site; cannot load and lock servers or databases with automated programs, or attempt to mislead data; otherwise, the user's account will be suspended and the user will undertake all legal and criminal liability that may arise from this situation.

The risks related to the links (links to different websites) on the site belong to the user.

When there is a change in the users' informations, they are obliged to edit them in the account page. Since all communication is provided via e-mail, if the users do not notify the necessary changes, they are personally responsible for all damages that may arise due to this.

The users has the right to delete their account at any time. After user delete the account, your relationship with our site will be terminated. To terminate your membership, you must submit your request from our contact information page after logging in as a member.

The user shall not use the website in an unlawful and unethical manner, including but not limited to the situations listed below. In case of violation of the obligations listed in this article, **LIDOMA** may terminate this User Agreement and hold the user responsible for all direct and indirect damages that may arise.

- Using the website for the purpose of creating a database, record or directory on behalf of any person;
- Use of all or part of the website for the purpose of disrupting, altering or reverse engineering,
- Making transactions by using false information or another person's information, creating fake user accounts by using false or misleading personal data, including wrong or misleading residence address, e-mail address, contact, payment or account information and using these accounts in violation of the User Agreement or applicable legislation, unauthorized use of another user's account, being a party to or participating in transactions by impersonating someone else or under a false name;
- Spreading a virus or any other harmful technology to the website, the website's database, any content on the website;

- Collecting any information about other users, including e-mail addresses, without the consent of the persons concerned, or engaging in other practices that would constitute a violation pursuant to the Law on the Protection of Personal Data No. 6698;
- Using the services, campaigns and advantages offered on the website in bad faith and for the purpose of providing unfair benefits, violating the campaign conditions in bad faith;

The user is obliged to carry out the transactions made on the website in a way that does not cause any technical damage. Users undertakes that all necessary precautions including using the necessary protective software and licensed products has taken to prevent all content, material, all kinds of programs, viruses, software, unlicensed products, trojan horses, etc. that will harm the system.

The users also agree that they will not register or login in to site with robot or automatic login methods.

## **LIDOMA'S RIGHTS AND OBLIGATIONS**

The user account will be suspended by **LIDOMA** if the user sends immoral messages or writes comments through the Site, attempts fraud, attempts to harm the system or the name of **LIDOMA**.

In the event that the user acts in violation of all the terms in the Agreement, the rules specified in the relevant parts of the Site and the applicable Turkish legislation, the user's account will be cancelled.

The usage rights of the league games held within website belong to **LIDOMA**. This includes the rights of demos and/or replays of league matches and the right of broadcast the games in audio or video over TV, radio or the internet. **LIDOMA** also has the right to record the published games. Demos and replays are files that can be created and reviewed later by the game software to record the game progress.

User's various information (identity, address, e-mail address, phone number, IP address, which parts of the site they visit, domain type, browser type, visit date, time, etc.) can be used for statistical evaluation, announcement of campaigns and providing personalized services. The personal information of the members will not be disclosed to real and legal third parties, except for the request of the authorities authorized by law and the cases listed in the **Privacy Policy**.

Any record of the account terminated by **LIDOMA** or the users themselves may be kept by **LIDOMA** according to Law on the Protection of Personal Data. However, **LIDOMA** is free to delete the mentioned records from the moment the account. The user cannot claim any rights or compensation regarding the deleted records. However, the users' right to be informed about their personal data is reserved.

**LIDOMA** has the right to investigate and disclose the personal information of the relevant user if it is determined that the member has caused any electronic sabotage and / or attack that will prevent the operation of the site, or if a criminal complaint or official investigation request is received from the official authorities,

**LIDOMA** will act in accordance with the **Privacy Policy** during the use of the Site. However, **LIDOMA** is obliged to keep the user's information that it is legally required to keep.

Screenshots and clips uploaded to Site regarding game tournaments are open to public.

## **SCOPE AND DURATION OF THE AGREEMENT**

The Agreement will automatically become void without the need for any warning, upon the cancellation of the account or the accruing of any of the termination conditions listed in the Agreement. In order to cancel or delete the account, you must submit your request from account page after login.

**LIDOMA** may make unilateral changes to this contract in order to ensure the continuity of the services it undertakes. **LIDOMA** always has the right to permanently or temporarily stop the service it provides unilaterally, to change the content of the service, including the prices published on the Site, or to cancel it, without giving any reason.

## **GENERAL PROVISIONS**

The e-mail address provided by the user to **LIDOMA** is considered the legal notification address for any notification to be made regarding this Agreement.

If the parties do not notify the other party of the changes in their current e-mail addresses within 3 (three) days, the notifications to the old e-mail addresses will be valid and will be deemed to have been made to them.

The users declare, accept and undertake that they have read, understood, accepted and approved the accuracy of the information given in this Agreement.

Users who violate the rights of **LIDOMA** or third parties with any visual, written and other content published on the website are responsible to **LIDOMA** and/or the third parties in question.

The username and password information required by the user in order to access the account page and perform transactions on the Website is created by the user and the security and confidentiality of such information is entirely the responsibility of the user.

## **PRIVACY AND PROTECTION OF PERSONAL DATA**

**LIDOMA** attaches importance to the processing, security and protection of the personal data provided by the User through the website in accordance with all kinds of legislation, including the Law on the Protection of Personal Data No: 6698 in order to benefit from the services offered on the website,

**LIDOMA** collects, uses, transfers and processes the personal data provided by the user in accordance with the **Clarification Text, Privacy Policy and Cookie Policy** on the website. The Users understand that they can always review the Privacy Policy and the Clarification Text on the website to learn more about the conditions regarding the use of his personal data and his rights in this regard, and can use their rights as specified in the **Application Form**.

**LIDOMA** may share the information of the User upon the request of the competent authorities in accordance with the current legislation if necessary in accordance with the Law on Protection of Personal Data No. 6698, by informing the User in advance.

## **INTELLECTUAL PROPERTY RIGHTS**

**LIDOMA** has right over its brand and logo, the design, software, domain name of the <https://www.lidoma.com> website and all kinds of intellectual property rights of any brand, design, logo, trade dress, slogan and all other content created by **LIDOMA**.

In case the user acts in violation of the intellectual property rights of third parties or **LIDOMA**, the user is obliged to compensate all direct and indirect damages and expenses of **LIDOMA** and/or the third party in question.

## **FORCE MAJEURE**

Force majeure is deemed under this Agreement as incidents that are non-existent or unstipulated at the date of signature of the Agreement, those that emerge outside the control of the Parties, which make it completely or partially impossible to meet the obligations and responsibilities of the Agreement by a

Party or both Parties in a timely manner (e.g. natural disaster, war, terrorism, riots, amendment of legislation, confiscation, strike, lockout, significant malfunction in manufacturing or communication facilities etc.). The Party affected by force majeure shall immediately notify the other Party in writing. If it prevents or delays the performance of its obligations arising from this User Agreement, **LIDOMA** cannot be held responsible for its obligations that are prevented or delayed as a result of Force Majeure, and this cannot be considered as a violation of this Agreement.

## **CANCELLATION**

Any of the Parties may terminate this Membership Agreement at any time, unilaterally and without compensation. In such a termination, the Parties shall mutually fully fulfill their rights and obligations arising up to the date of termination.

**LIDOMA** reserves the right to suspend and terminate the account if it determines that the user has violated any article of this Agreement or has a reasonable suspicion regarding this.

## **MISCELLANEOUS PROVISIONS**

In disputes that may arise from this User Agreement and Terms of Use, the official book and commercial records of **LIDOMA** and the e-archive records, electronic information, electronic correspondence and computer records kept in **LIDOMA**'s database and servers constitute binding, definitive and exclusive evidence. This provision is in the nature of an evidential contract within the meaning of article 193 of the Code of Civil Procedure No. 6100.

In the event that any provision of this Agreement is partially or completely invalid or impossible to perform in terms of legislation, the validity of the remaining provisions of the Agreement will not be affected. The Parties will make the closest substitute arrangement to the original will of themselves, instead of the provision that has become invalid or impossible to implement in terms of legislation. This provision will also apply to any gap in the Agreement.

**LIDOMA** will communicate with the user via the e-mail address that the user has provided during registration or by calling the phone number and sending an SMS. The user is obliged to keep his e-mail address and phone number up to date.

The applicable law to the Agreement is exclusively Turkish Law. Istanbul Anatolian Courthouse Courts and Enforcement Offices are authorized to resolve disputes that may arise between the parties from this Agreement.

The titles used in the Agreement are for convenience only and cannot be used to interpret or explain any word, article, part or paragraph contained in the Agreement.

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS BY SELECTING THE "ACCEPT" BUTTON BELOW OR BY USING OR ACCESSING THE LIDOMA SERVICES.**