

TERMS & CONDITIONS

Last Updated: January 1, 2024

Matchroom.myarena.gg (the "Platform") is an esports and gaming platform managed by Leet Entertainment Sdn. Bhd. (the "Event Organiser", "Organiser" or "Us").

By registering or participating in the tournaments available, the participants (the "Participants" or "You") hereby agree that these terms and conditions ("Terms & Conditions" or "Terms") govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the "Services").

The Organiser and Participants may be collectively referred to as "Parties" and individually as "Party".

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

ACCEPTING THE TERMS

By accessing or using our Services, you confirm that You can form a binding contract with Us, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our Privacy Policy, the terms of which can be found directly on the Platform. By using the Services, you consent to the terms of the Privacy Policy.

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

GENERAL

We reserve the sole and exclusive right to amend, change and/or omit in part or in whole the Terms, and Privacy Policy without prior notice to You. We will update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitute your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

All decisions regarding the interpretation of the following rules lie exclusively with Us. All decisions made by Us on any matter relating to the Tournament are final and binding on all Participants.

USER ACCOUNTS

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate information. It is important that you keep your account password confidential and that you do not disclose it to any third party.

You agree that you are solely responsible (to Us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if you have failed to comply with these Terms, if in our sole discretion, decide that your account activity may cause damage to or impair the Services or infringe or violate any third-party rights, or violate any applicable laws or regulations.

TOURNAMENT PERIOD, ITS CANCELLATION, MODIFICATION OR SUSPENSION

It is within the Organisers sole discretion to curtail or extend tournament periods, as they deem necessary without any liability whatsoever and without any obligation to give prior notice; and no communication in this regard will be entertained.

If for any reason the tournament is not capable of running as planned for reasons including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Organisers which corrupt or affect the administration, security, fairness, integrity or proper conduct of tournament, the Organisers reserve the right to cancel, terminate, modify or suspend the Tournament without liability to Participants.

DISQUALIFICATION

Participants who commit the following acts may be disqualified:

A player who provide false details which includes but is not limited to, incorrect personal information, multiple identities, the use of fake software, hacking tools, cheat codes, corrupt software, or undertaking any act which contravenes any applicable laws, or conducts themselves in a manner that violates the Terms.

Any act, deemed by the Organisers to warrant disqualification.

Players who commit the acts stated above shall be ineligible to receive any prize(s) from the Tournament

All decisions made by Us on any matters relating to disqualification is final and binding on all Participants.

DISBURSEMENT OF CASH VOUCHERS & PHYSICAL PRODUCTS (THE "PRIZE(S)")

By entering the Tournament, you hereby warrant that all information submitted is true, current and complete. The Organisers reserve the right to verify your eligibility at any time;

The prizes are given on an "as is, where is" basis. Prizes are non-transferable and the Organiser reserves the right to substitute prizes of equal or greater value at any time;

You may be required to provide proof of identity, date of birth, residential address, personal information relating to your bank account such as account holder name, account number, bank address and all other information required by the Organiser in order to successfully transfer/deliver the prize to you;

The Organisers reserve the right to verify and query the information provided by you before performing the transaction/transfer;

Participants entitled to receive prizes will receive them within 120 days from the date of confirmation that you are the winner;

You hereby acknowledge that you will forfeit your right to claim the prize, if you fail to provide the requested information to the Organiser within 60 days from the date of request by the Organiser.

The Organisers reserve the right to decide which currency and exchange rate will be used when disbursing the prizes;

The Organisers reserve the right to decide the mode of purchase & delivery of any prizes awarded to you, which includes but is not limited to the country of which the prizes have been purchased from, whether it is purchased online, delivered to you, in-person pick-up, or shipment via postal services or other delivery services;

The Organisers will make reasonable effort to communicate with you regarding the mode of purchase or delivery of the prize, but are not responsible for any failure to communicate or any delays in delivery that may occur;

The Organisers reserves the right to change the mode of purchase and delivery at any time, without prior notice, for reasons including, but

limited to, availability of the prize, changes in shipping regulations or restrictions, or any other circumstances that may affect the delivery of the prize;

The Organisers are not responsible for any lost, stolen, or damaged prizes during the delivery of the prize;

You will be responsible to bear the fees, costs, commissions or any sort of transaction/delivery fees that might be applied by the respective institution involved in the transfer/delivery transaction;

You hereby agree that you are solely responsible for all taxes, fees and charges relating to the transaction/delivery of the prize. The Organiser reserves the right to deduct or withhold any applicable taxes payable by you from the prizes (including but not limited to withholding taxes) as required by the applicable tax laws. The Organisers do not provide tax advice and any statement in this Terms should not be construed as tax advice;

The Organisers may refrain from transferring any prize to you or deem you are ineligible to receive the prize if for any reason your data matches entries on blacklists, anti-money laundry lists, anti-terror list, any other compliance related list or you are in breach of these Terms, the Privacy Policy or Tournament Rules. A second compliance verification may be performed by banks, or other institutions that are involved in the disbursement transaction;

We are not liable for any damage, loss, injury or disappointment suffered by you as a result of accepting any prize;

The results, winners and any prizes in connection therewith offered will be determined by the Organisers, and such determinations are final and binding. By registering and/or participating in the tournaments, you agree to be bound by these determinations;

Should you mistakenly receive prizes that do not belong to you, whether due to a technical or human error or error in the published leaderboards or gaming software, or otherwise, the prize will remain property of the Organisers and the Organisers reserve the right to request you to return the prize to the Organisers. If prior to the Organisers becoming aware of the error and you have utilize the prize that do not belong to you, without prejudice to other remedies and actions that may be available at law, the mistakenly awarded prize will constitute a debt owed by you to the

Organisers. In the event of an incorrect awarding, you are obliged to notify the Organisers immediately by email contact@myleet.com;

You warrant that based on the laws of your respective country of residence and otherwise, you are permitted to receive the possible prizes, including in particular cash prizes (if any), and in the event of a breach of this warranty, the Organisers have the right to refuse to award any prizes;

You acknowledge that certain countries/jurisdictions have laws regarding tournaments that may prevent the Organiser from awarding you with the prize. If you are entitled to a prize but your country/jurisdiction prevents you from receiving such prize, the Organisers are not responsible to compensate you in any manner. You hereby acknowledge the risks associated with receiving any prize; and

By accepting the prize, you agree to release and hold harmless the Organisers and its affiliates from any and all liability associated with the prizes.

MCOIN & EARNINGS

Users may purchase Mcoin which is a digital currency that allows users to purchase entry to arcade and tournaments.

Users may be entitled to receive Earnings which is a reward given to users who have won arcade and tournaments.

User accounts shall be considered dormant and any remaining credits of Mcoins & Earnings will expire in the event there are no transactions or activity for a period of six (6) continuous months.

We reserve the right to expire, forfeit or discontinue any Earnings, Mcoins, or any other form of rewards.

We shall not be liable for any loss or damage resulting from the expiration, forfeiture, or discontinuation of Earnings, Mcoins or any other form of rewards.

PARTICIPANT'S WARRANTIES & REPRESENTATIONS

Your access to and use of the Services is subject to Terms and all applicable laws & regulations. You must:

- Only access or use the Services if you are fully able and legally competent to agree to these Terms;

- Not make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files,

tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;

Not distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;

Not market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;

Not use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation of spamming;

Not interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Service, or bypass any measure we may use to present to restrict access to the Services.

Not Intimidate or harass another or discriminate based on race, sex, religion, nationality, disability, sexual orientation or age;

Not use the Services in a manner that may create conflict of interest or undermine the purposes of the Services;

INTELLECTUAL PROPERTY RIGHTS

As a condition of your access to and use of the Services, you agree not to use the Service to infringe on any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

INDEMNIFICATIONS

You agree to defend, indemnify and hold harmless Leet Technology (BD) Ltd., its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

DISCLAIMER OF WARRANTIES

NOTHING IN THESE TERMS WILL AFFECT ANY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

OUR SERVICES ARE PROVIDED 'AS IS', AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU REGARDING THEM. THIS MEANS THAT WE CANNOT GUARANTEE THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR. WE CANNOT GUARANTEE THE ACCURACY OF RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, NOR CAN WE PROMISE TO CORRECT ANY DEFECTS IN THE OPERATIONS OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED AS PART OF THE SERVICES. IT'S IMPORATNT TO UNDERSTAND THAT NO CONDITIONS, WARRANTIES, OR OTHER TERMS, INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, OR CONFORMANCE WITH DESCRIPTION, APPLY TO THE SERVICES UNLESS THEY ARE EXPRESSLY SET OUT IN THE TERMS. ADDITIONALLY, WE MAY CHANGE, SUSPEND, WITHDRAW, OR RESTRICT AVAILABILITY OF ALL OR ANY PART OF THE PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE.

LIMITATION OF LIABILITY CANCELLATION, MODIFICATIONS OR SUSPENSION

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLCIABLE LAW. THIS INCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY.

SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM.

YOU ARE RESPONSIBLE FOR ALL MOBILE CHARGED THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING DATA CHARGES. IF YOU ARE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

OUR TOTAL LIABITLTY TO YOU FOR ANY AND ALL CLAIM ARISING OUT OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE PLATFORM,

WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO US FOR THE USE OF THE PLATFORM IN THE 6 MONTHS PRECEDING THE CLAIM.

TO THE FULLEST EXTENT PERMITTED BY LAW ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITED TO, ANY CARRIER OR OTHER USER IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

MISCELLANEOUS

APPLICABLE LAW & JURISDICTION

These Terms, their subject matter, and their formation, are governed by the laws of Malaysia. Any dispute arising out or in connection with these Terms, including any questions regarding existence, validity, or termination of these Terms, shall be referred to and finally resolved by arbitration, administered by the Asian International Arbitration Centre ("AIAC"), and in accordance with the AIAC Arbitration Rules 2021. The place of the arbitration shall be in Malaysia and the decision of the arbitration tribunal shall be final and binding upon Parties.

ENTIRE AGREEMENT

These Terms constitute the whole legal agreement between you and Leet Entertainment Sdn. Bhd. and govern your use of the Services and completely replace any prior agreements between you and Leet Technology (BD) Ltd. in relation to the Services.

NO WAIVER

Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

SECURITY

We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology and all other software/hardware required for you to access the Platform. You should use your own virus protection software.

SEVERABILITY

If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.