

# Terms of Use

Welcome to "Real Manager" - Fantasy Soccer League Game (the "Game") operated by Proyoli Gaming Ltd. (the "Company").

Each participant in the Game (hereinafter "you" or "User") receives upon registration an imaginary budget for assembling a soccer team consisting of between 14-16 players. The User's team will accumulate points based on real results and achievements of its players in the league, and compared to other participating teams of other Users, all in accordance with the rules of the game (the "Rules") which you can find here

Furthermore, each User can purchase virtual tokens with which he can invest in managing and improving his team. The purpose of the Game is to gain the highest number of points comparing to other Users' teams.

The participation in the Game shall be in accordance with and subject to the Rules and these Terms of Use, as shall be updated from time to time.

## GENERAL

The registration and participation in the Game are subject to: (i) these Terms of Use; (ii) the privacy policy of the Game, available [here](#) (the "Privacy Policy"); and (iii) the cookies policy of the Game, available [here](#) (the "Cookies Policy"). The Terms of Use, the Privacy Policy and the Cookies Policy shall be hereinafter collectively referred to as the "Terms of Use".

The use of the Game in certain countries may be subject to terms of use and/or privacy policies of third parties with which the Company engages from time to time, such as sponsors and/or partners whom through their sites or assets, the Game is operated and/or partners that uses the Company's site or the Game for marketing and advertising purposes and/or partners that advertises the Game outside of the Game or the Company's site (collectively hereinafter referred as "Local Partner(s)"). In such case, such applicable third-party terms shall be presented for your approval on the registration screen and shall be deemed part of the Terms of Use for all intents and purposes.

You hereby confirm that you are at least 13 years of age. If you are under the age of 13, please do not register to or use the Game for any purpose. If you have reached 13 years of age but have not yet reached 16 years of age (hereinafter: "Minor"), please read these Terms of Use carefully and meticulously together with your parents and/or your legal guardian (the "Parent") and obtain their consent to register and use the Game. If you are a Minor, as precondition to your registration you will be requested to provide the name and e-mail address of the Parent who approved your registration and use of the Game, and subsequently, a verification e-mail will be sent from to the Parent's e-mail address provided, while your account shall be activated only after your Parent verifies and approves by e-mail being your Parent and provides his consent for your registration and use of the Game. The Company may take other reasonable steps in order to verify the responsibility of the Parent and his approval for your registration and use of the Game. If you, or one of your Parents or legal guardians do not consent to all or part of the Terms of Use, you will not be allowed to register, and consequently to participate in the Game for any purpose. All personal data entered and collected from inactivated accounts of unauthorized Minors will be immediately deleted in the event that the consent of the Parents is rejected by the Company, at its discretion, and/or insofar as the Parents' approval has not been verified as required within 21 days of the date of sending the verification e-mail.

Without derogating from the forgoing, by using and participating the Game you hereby confirm that you have read the Terms of Use, understand the content hereof, and consented to be subject to the same.

## RESTRICTIONS OF USE

The use of the site and the Game shall be made for a personal purpose only and shall not be used for any commercial purpose or use that includes a public display or screening of the Game in a public place, including any use aimed at generate profits, either directly or indirectly.

All data and contents displayed in the Game, including without limitation, images, player names, team names, team symbols and logos, team uniforms, design and any other materials displayed on the Game or the site (collectively referred herein, the "*Materials*") are materials owned by the Company and/or Local Partners, as the case may be, and which are protected, *inter alia*, by copyright laws, and shall not be used except in the framework of the Game and in accordance with the provisions of these Terms of Use.

## REGISTRATION FOR SERVICES

Some of the services on the site, including the use of the Game, require registration. As part of such registration you shall be required to provide certain personal information, such as your full name, date of birth, country of residency, e-mail address, favorite soccer team, etc. In addition, as part as your use of the Game, Company may collect data from you about the place from which you are registered. In case you will connect the Game via your Facebook and/or Google account, we will receive your Facebook/Google ID number, data regarding your gender and Facebook/Google ID numbers of your Facebook or Google friends (as applicable). Furthermore, in such case of registration via Facebook/Google, we may use your profile picture displayed on such platforms in the context of certain social features included in the Game. The collection of the personal information is carried out by us only as necessary and relevant so that we may provide you with a high-quality Game experience. Moreover, we may use your personal information only for the specific purposes for which you shall provide the same to us and the Company shall process said information in a lawful and transparent manner and in accordance with the Privacy Policy and any applicable data privacy laws and regulations.

Upon registration to the Game and as condition thereto you undertake to provide only correct, accurate and complete information. You undertake not to use and/or to connect and/or to set up a user account for any unlawful use and/or in such manner that violates these Terms of Use. Furthermore, you undertake that you will not set a fictitious user account and/or open a number of accounts linked to the same e-mail and/or open multiple user accounts with similar and/or offensive username. The Company reserves the full right to block and/or to remove users who, at the sole discretion of the Company, violate these Terms of Use and/or the Rules.

You bear the full and sole responsibility for maintaining confidentiality of your account password and for all actions carried out with or under your personal username and password. If you will elect to share this information with any third party, you shall bear liability for all actions that will be carried out using your information. In any event, the Company and/or anyone acting on its behalf, and/or the Local Partners shall have no liability for unauthorized use of your information by any third party.

Without derogating from the Privacy Policy provisions, upon your registration to the Game you are giving your consent and permission to the Company and anyone acting on its behalf and/or to the Local Partners to publish in your name and/or your photo and/or any other detail known to the Company in any media, all subject to and in accordance with the Privacy Policy. In case you will withdraw your consent to the aforesaid at any time, the Company may, in its sole discretion, revoke your eligibility for winning a competition. Furthermore, by using the Game constitutes your consent to the Company, to anyone acting on its behalf and to the Local Partners, to access, use and publish your details appearing on the relevant social network, including your name and your profile picture, all in accordance with and subject to the Privacy Policy.

## USE OF SERVICES ENTAILING PAYMENT

Some of the features offered on the site, including participations in certain contests within the Game, may or may hereafter entail payment. Such payment shall be executed using a PayPal account and/or an appropriate clearing services provider that shall be selected by the Company in each relevant country from which the payment is executed (hereinafter, the "Clearing Corporation"). A User requesting to execute in-Game purchase must be an adult as defined under the applicable laws of the country from which a payment is executed, and at least above the age of 18. If you are under the age of 18 when executing in-Game purchase you must be accompanied by your Parents and must have a post office box on the internet and an address in the relevant country in which you resides.

Prices for features, contests or services will be designated on the site and/or within the Game when you are executing the purchase ("Prices"). Company may revise the Prices from time to time, at its sole discretion. The Company may, at any time and in its sole discretion, restrict the quantity of User purchases.

Actual collection of the payments shall be carried out subject to and in accordance with any directions and/or terms of use provided upon payment by the Clearing Corporations. Personal details required for executing the purchase shall be provided by you directly to the Clearing Corporation's site and shall not be retained in the systems and database of the Company. The retention and use of your foregoing payment details shall be subject to the privacy policy of the applicable Clearing Corporation's.

By executing a purchase, you are declaring that the credit card details provided by you upon purchase are true, correct and valid and that you are authorized to debit the PayPal account and/or the respective credit card through which the payment shall be made. The Company and/or anyone acting on its behalf or empowered by it, shall be allowed to collect from you, in any lawful manner it deems necessary, any charge that has been declined on your credit card and/or PayPal or other Collection Corporation account, in which case, you may also be charged for handling and legal fees and costs that may be imposed on your debt.

The Company and/or the Clearing Corporation may decide not to accept any payment from you, at their sole and absolute discretion, including, but not limited to, in the event that the registration details provided by you are incorrect or incomplete or when there is a reasonable suspect that you have violated the Terms of Use.

The Company and/or anyone acting on its behalf and/or the Local Partners are not and shall not be liable for any default, problem, malfunction and/or damages caused to you and/or anyone on your behalf as a result of execution and/or collection of payments. By accepting these Terms of Use you hereby understand and agree that any problem and/or malfunction and/or claim in connection with the foregoing, shall be directed solely to and of the direct responsible of the applicable Clearing Corporation.

In case that a purchase is successfully executed by you, however not recoded in the systems of the Company following at least 4 hours from the time of executing the purchase, please contact the Company in one of the ways listed below under these Terms of Use.

Subject to any applicable consumer protection laws and regulations governing the terms under which you may be able to cancel transaction, after being purchased or recorded by the Company's system, you shall have no option to convert virtual Game tokens, or other Game elements back into money. In this respect, the Company shall have the sole discretion to determine, whether or not certain purchased elements have been used or not. For Game purposes and general fairness, virtual Game tokens and other Game elements purchased by you during and in the course of certain Game season, shall be available for your use only for that specific season in the course of which they were purchased, and shall not be carried out with you for additional season(s) and/or any further contest, whether such have been fully used or not.

## INTELLECTUAL PROPERTY

All proprietary and intellectual property rights (including all copyrights, patent rights, design rights, trade secret and trademarks) in the site and/or the Game, including in the Materials (including the site design and organization and arrangement of the information therein), are the exclusive property of the Company and/or of third parties on its behalf and/or of the Local Partners from which the Company has duly obtained license or other permission to use (the "IP" or "IP Rights", as applicable), and the services provided in the context of the site and the use of the Game shall not be regarded as granting any rights in the IP. Copying or publishing the site and/or the Game pages and/or making any use of the same or the Materials, information or other contents contained therein, including but not limited to commercial use, is explicitly prohibited without the prior and written consent of the Company.

Furthermore, you are prohibited from conducting, directly or indirectly, any of the following actions: to insert any changes into the site and/or the Game, copy, distribute, broadcast, publicly display, publicly perform, duplicate, reproduce, alter, adapt, create derivative works, publish, disassemble, carrying out actions of reverse compilation or reverse engineering, attempt to discover the source code of the site and/or the Game, sell, lease or deliver to a third party, either through the User or a third party on his behalf, any part of the site and/or the Game by any means, either electronic, mechanical, optical, photographic or recording, or any other means and manners, without the Company's explicit prior written consent.

Furthermore, and without derogating from the foregoing, it is hereby clarified that any right to protect the IP Rights granted to the Company by law, contract or equity, is also granted to its Local Partners with respect to such Local Partners applicable IP Rights.

## FORUMS

Forums, blogs and social pages may be held on site or in-Game (hereinafter collectively, the "Forums") on which contents will be posted originating from other Users of the site or the Game, including sharing of experiences regarding the Game, reviews, recommendations, etc ("User's Contents"). The User's Contents are open for viewing and commenting for all other site visitors and Users. Some of the details you will be provide upon registration or use of the site or the Game, may appear when you are posting User Content on the Forums.

The User's Contents do not reflect the opinions, positions or social views of the Company and/or anyone acting on its behalf, and Company provides no guarantee or responsibility of the validity, authenticity or accuracy as for the aforementioned User's Contents. The Company and/or anyone acting on its behalf, including the Local Partners do not and shall not bear any liability nor responsibility for the User's Contents and the sole and full liability for such contents and any consequence arising therefrom, shall remain with and apply to the relevant User published the same.

Subject to the Company's Privacy Policy, by posting User's Contents on the site and/or the Game, including within the Forums, you are hereby providing the Company and anyone acting on its behalf, including its Local Partners, your full consent to use such content on any media, at its discretion, including on the Company's Facebook page.

In the context of posting User's Contents on the site or the Game and including within the Forums, you hereby undertake to follow these Terms of Use, and as such you further undertake to refrain from posting content that is unlawful, offensive, sexual, racist, defamatory or of a commercial nature.

## PROHIBITED ACTIONS

Without derogating from any other provision included in these Terms of Use, by using the site and the Game you hereby agree and undertake:

- Not to post, in any manner whatsoever, any content that uploading and/or the nature of which are unlawful, offensive, brought for unlawful purposes, may impair the Game function or activity, or that are of a racist, offensive, sexual, insulting or defamatory nature and/or which constitute a violation of any law, including defamation laws, or that could offend public feelings or sentiments;
- Not to post contents of a commercial nature, without the Company's prior written approval;
- Not to post content that personally identifies other Users or individuals, without having their prior consent for posting their identity;
  - That you shall not impersonate any person or entity;
- That you shall not upload, send or transmit any material containing any type of computer virus that could destroy, interrupt, or restrict the use of the site and/or the Game;
- That you shall not disseminate "junk e-mail" (spam) to the site servers or to any other server through which the site or the Game will be operated;
- That you shall not make any use which is either offensive, racist, or which is designed to track or harass another person in any manner whatsoever;
- That you shall not use the site, the Game or the Materials for any commercial purpose, or for any public display purpose (commercial or non-commercial);
- That you shall not sell, grant a license (or sublicense), lease, assign or transfer your limited rights to use the site or the Game under these Terms of Use, to any other person or commercial entity.
- That you shall not disclose results of the site or the Game, or use such results for development or other activities designated for purposes of developing a competing site or Game.
- That you shall not remove, alter or impair any copyrights, trademarks, patents, identifying notices or other proprietary records contained in the site, the Game or the Materials, including any copy thereof.
- That you shall not transfer the Materials to another person or entity nor display the Materials as a "mirror" on any other server.
- That you shall not use the name of the Company, the Game or the Local partners, or the logos or trademarks thereof, without prior written approval from the Company.
- That you shall not establish under your name more than one User account for one team, whether this is done by you or by others on your behalf who are not actual independent users of the Game.

You undertake to indemnify and hold the Company, its shareholders and Local Partners, directors, officers, employees or anyone acting on its behalf, harmless from any claim, demand, damage, loss, loss of profit or expense, including reasonable legal expenses and fees, which may incur to them as result from the violation of these Terms of Use or violation of any applicable law by you, or as result from any third party claim and/or demand resulting from your infringing use of the site and/or the Game.

## LIMITATION OF LIABILITY

The Company and/or anyone acting on its behalf (including its Local Partners and the soccer teams participating on the relevant league) shall not bear any liability under any circumstances and by virtue of any contractual, tortious grounds or any other grounds, toward you or toward any other person in respect

of any cost or damage, direct or indirect, special, punitive or incidental compensation of any kind (including, without limitation, damages in respect of impairment of goodwill, loss of data or information, loss of profits, work stoppage, crash or any other problem involving a computer and/or any device used on the site or in the Game, business interference, etc.) resulting from the use or from the impossibility of using the site or any part thereof, even if the Company or anyone acting on its behalf have received notice of the possible existence of such damage. You hereby exempt the Company and all the aforesaid on its behalf from any liability as set forth in this paragraph.

The Company and anyone acting on its behalf (including its Local Partners) are providing the site and the Game, as well as the Materials and any other information, content and service provided in connection therewith on an "As Is" basis, without any declarations, representations or warranties whatsoever. The Company and its Local Partners have no duty to provide support, maintenance, upgrades, revisions or new versions for the site or the Game.

The Company and anyone acting on its behalf (including its Local Partners) shall not bear any liability in relation to contents or data on the site or the Game (whether originating from the Company or from third parties), including the content, reliability, accuracy and authenticity of said contents and their effect on the User's computers or other end devices, and it shall not be liable for any damage of any kind, including but not limited to, inconvenience, loss of data, deletion or disruption of achievements or points, mental anguish, etc. that are caused, either directly or indirectly, to User or to the property thereof or to any third party on User's behalf, as a result from using the Game, the site or from any disruption in the function thereof.

The Company does not warrant that the full range of services offered or that shall be offered on the site or in the Game, shall continue to be offered at any given time and by registering and using the Game, each User acknowledges that and a service or feature may be withdrawn or terminated by the Company without giving advance notice.

The site and the contents appearing within the framework thereof (including in the Game) may include errors and faults, and among them, technical, typographical, computational and photographic errors. The Company and anyone acting on its behalf (including its Local Partners) shall not be liable for any damage, either direct or indirect, which suffered by User or the property thereof, in the consequence of the aforesaid.

There may be *bona fide* mistakes in scores and data displayed from time to time on the Game or the site. Subject to the Rules, the Company's records shall constitute conclusive evidence for scoring and other data display purposes, and in no event a claim shall be raised with regard to the correctness, incorrectness or accuracy of the aforesaid details so entered and displayed in the site of the Game. The Company and anyone acting on its behalf (including its Local Partners) shall not be liable for any damage, cost or loss, either direct or indirect, suffered by User as a result from such inaccuracy or partial display of data.

You should be aware that the Game proper function is contingent, *inter alia*, on normal operation of the site, on computerized systems, servers and on other factors beyond the control of the Company, such as data and network communication, availability of specific internet and servers' networks thorough which the site will be operated or the data shall flow in real time to the site or the Game. The Company is allowed, at its discretion, to cease the Game function, either fully or partially, and from time to time, if it shall be disrupted or in case that any other factor will prevent the ordinary course of use thereof.

The Company and its Local Partners are doing their reasonable best efforts in order to prevent viruses, Trojan horses, worms, or any other type of software that could harm or impair computer and/or server function and/or cause other harmful use (the "malicious software") from operating on, impairing, harming the site or the Game and the Users thereof. However, the Company and anyone acting on its behalf (including its Local Partners) shall not be liable for any damage, either direct or indirect, which shall be caused to or suffered by User or the property thereof, as result from the aforesaid. By registering and using the Game, you hereby confirm that you have activated all safeguard measures necessary for

protecting your computer or your property, including any other end devices from which you will be connected to the site or the Game.

The Company will set virtual prices for any purchased player. It shall be clarified that player prices have been set by the Company's relevant employees according to certain game considerations. The Company and anyone acting on its behalf do not intend to impair, disparage or lower the value of any player, or to otherwise insult them, and such prices and additional data entered by the Company do not purport to fully reflect the reality but are provided as an opinion and for game considerations only. Occasionally, either on a permanent or temporary basis, the prices may be set randomly and irrespective to the real world and solely for game considerations.

Without derogating from the generality of all the aforesaid, it is hereby clarified that any limitation of liability applicable to the Company pursuant to these Terms of Use, shall also apply to its local Partners.

## **ADVERTISEMENTS, LINKS AND REFERENCES**

On the site and in particular the Game, you may be exposed to advertisements, links and references, including to links for external websites, to other information sources, or from other commercial entities, organizations and companies. The Company has a very limited control and has no means to oversee all the advertising contents, the type of links and particularly the external contents displayed when entering the same. Furthermore, the Company does not warrant that all the links and the references that shall be found on the site or in the Game will be functional and shall lead to an active web page. The presence of third-party advertisements on the site or in the Game does not indicate the Company's consent to the content of these advertisements or the Company's support for those contents and does not demonstrate that the information conveyed thereunder is correct, complete or up-to-date.

Any direct or indirect communication between you and third parties through advertisement or any other third-party contents, shall be carried out vis-à-vis said third parties only, under your or their responsibility only, as the case may be, and the Company and anyone acting on its behalf (including its Local Partners) shall have no liability or obligation in connection with such communication. Therefore, you confirm and agree that the Company and anyone acting on its behalf (including its Local Partners) shall not be directly or indirectly liable for any damage or loss (direct or indirect) that shall be caused to or suffered by you or to anyone acting on your behalf as a result from using and/or relying on third party contents, whether displayed on the site, in the Game or in such links and references.

## **BLOCKING OR RESTRICTING THE USE OF THE SITE**

The Company may block or restrict your use of the site, including preventing you or removing you from participating the Game, removing you from specific competition or contest, preventing you from executing in-Game purchases or purchases on the site, *all in each one of the following cases*: (a) In case of violation or suspected violation of these Terms of Use; or (b) in case of violation or suspected violation of the Rules; or (c) in case that you have committed an act or omission that might impair the proper function of the site or the Game; or (d) in case that Company convinced that you have committed an unlawful act.

## **MISCELLANEOUS**

· These Terms of Use shall be governed by and construed in accordance with the laws of the state of Israel. The exclusive jurisdiction in all matters related to these Terms of Use and any use of the site and the Game shall vest with the competent district courts located in Tel Aviv-Jaffa.

- The Company reserves its right to adjust, revise and update these Terms of Use, from time to time, at its sole and absolute discretion, and without having an obligation to give advance notice. The force and effect of any such revision shall commence upon the publish of an updated version of the Terms

of Use on the Game or the site. Your continuation of using the site following any update of these Terms of Use shall constitute your consent to any revision made.

- These Terms of Use prevail over any other instruction, regulations, information or post presented on the site, the Game or anywhere else, unless explicitly stated otherwise.

## **CONTACT**

For any question in connection with the use of the site or the Game you are invited to contact the Company directly thorough one of the following means: (i) sending an inquiry under "Contact Us" tab on the site; (ii) sending an inquiry through the Company's Facebook page under [this address](#) ; or (iii) sending an email to the following e-mail address: [support@real-manager.club](mailto:support@real-manager.club).

In order to assist the Company to handle your inquiry in a timely and professional manner, please make sure your inquiry includes your name and contact details, including the email, with which you have registered to the Game, your team name in the Game and your username as appears in the Game, and a link to the content page relevant to your inquiry. Also, you may feel free to state any detail that shall assist the Company in handling your inquiry. A response to your inquiry shall be provided as soon as possible, depending on the specific circumstances.