

# **TERMS OF SERVICE**

DISCLAIMER: diverticell.com is a multipartner domain and serves as the official and authorized promotional domain for fireplay, playextra and thus fireplay, playextra has been duly authorized as a trusted partner to fully utilize and exploit, for commercial gain, this domain to display and/or advertise fireplay, playextra content throughout this domain. Our trusted partners are provided with advertising domains to support their legitimate business needs.

**By interacting with this website and marketing materials, you are entering into this binding contract with fireplay, playextra and represent that you have the authority to bind yourself to these Terms. Please read these Terms and policies carefully.**

These Terms of Service (hereafter referred to as "Terms") outline the terms and conditions upon which fireplay, playextra will offer its partners and users its Advertising Services through our domains.

These Terms may be modified from time to time by us posting the updated Terms through our Websites. You are responsible for reviewing the revised Terms and/or any applicable postings. CONTINUED USE OF THE WEBSITE AND OUR ADVERTISING SERVICES AFTER SUCH CHANGES OR POSTINGS WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES OR POSTINGS. We may change the Website, Services and/or delete any features or functionality, or any aspect of the Services, in any way at any time for any reason.

## 1. About Us

We provide our partners and their users with a tailor made Advertising experience where excellence meets customization. We take pride in delivering tailored Advertising services and domains designed to meet all our partners' needs. Our mission is to create a seamless experience that prioritizes user acquisition while striking the perfect balance between partner objectives and user experience.

## 2. Use of Our Services

- 2.1. **Partners:** Potential or current Partners who wish to or have engaged our services can contact us for further details about our Advertising services.

## 3. Privacy Policy

Our privacy policy is incorporated into and made a part of these Terms (the "Privacy Policy"). You hereby agree to such Privacy Policy. Any personal information that you transmit to or through the Services will be used in accordance with the Privacy Policy.

## 4. Conditions of Use

**4.1. Age Requirement.** You must be at least 18 years of age to use our Services.

**4.2. Authorized Use Policy for the Services ("AUP").** The Services, including any communications and/or content accessed through our sites, are designed for your personal and non-commercial use, unless you have a partnership agreement with us.

You may use the Services for the following purposes:

4.2.1. **Contact us:** we are here to support our partners with any queries you may have;

4.2.2. **VPN Use:** We are mindful that VPN use is legal in many territories, and although our site does not discriminate against such use, we advise that users who use a VPN do so with caution. Please be advised that some partner Services, prices and terms may differ depending on the VPN server used. It is thus the responsibility of the users to ensure that such VPN usage is turned off when engaging with our Services to receive the correct Services, prices, and terms.

4.2.3 **Encryption/hiding details:** We understand that you may wish to keep your personal contact details private and thus may encrypt your email address or hide it from our view. Please be advised that such conduct may result in us not being able to properly assist you with your query.

4.2.4 **Advertising standards and conduct:** Whilst using our services you may not:

- Distribute/display Prohibited Content: Partners must ensure ads and marketing materials do not contain unlawful, indecent, defamatory, hateful, or discriminatory material;
- Display or provide misleading or false advertising claims, such advertising materials must be clear and abide by standard advertising business standards;
- Partake in Direct Marketing: All marketing efforts must be accurate, honest, and comply with advertising codes.
- Promote or display Prohibited Activities: Ads and marketing materials must not condone illegal activities or promote behavior contrary to legal and ethical standards

**4.3. Updates.** Our software and website is developed by, or for, fireplay, playextra and may solely be used for accessing third party Services. By using the website or our Services, you agree to receive, without further notice or prompting, updated versions of fireplay, playextra and related third party software. If you do not accept the foregoing terms, do not use the Services.

**4.4. Quality of Display and Access.** The quality of, display of and Access to fireplay, playextra services may vary from Device to Device, and may be affected by a variety of factors, such as user or partner location, the bandwidth available through and/or speed of your Internet connection, the network availability for your Mobile devices etc. You are responsible for all Internet access and network charges. Please check with your Internet provider or Mobile network for information on possible Internet data usage or network charges. We make no representations or warranties about the quality of your experience displaying or accessing fireplay, playextra services. user location, available bandwidth at the time may affect our ability to communicate with you and may cause delays in the process.

**4.5. Devices.** By using our Services, you agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Services. We do not take responsibility or otherwise warrant the performance of Devices, including the continued compatibility with the Services. We offer Advertising Services which may be limited to specific software or hardware requirements i.e. internet, network or data requirements to access emails or make calls, and it is the user's responsibility to check these before using our Services.

**4.6. Prohibited Use of the Services.** We aim to provide safe and user-friendly Advertising mechanisms for partners that serve the greater digital community and their users. We have a zero tolerance policy towards misuse of the Services and reserve our rights as a company to take any and all applicable legal actions against partners and their users who violate these Terms, including the AUP, and any other policy, terms or guidelines provided as part of our Services. To that end, you agree that you will not, directly or indirectly, at any time: (i) bypass or breach, or attempt to bypass or breach, any security device or protection used in connection with the Services,, (ii) interfere with or disrupt the integrity or performance of the Services, (iii) input, upload, post, transmit, store or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware or other technologies, devices, or means which may permit unauthorized access to, or destroy, interrupt, disrupt, disable, distort, or otherwise harm or impede the Services in any manner or limit the functionality of any computer software, hardware or telecommunications equipment of fireplay, playextra, (iv) introduce any harmful code or prevent anyone from accessing or using the Services, including any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device, (v) access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law, or (vi) upload, post, transmit, store, or otherwise make available content to the Services that is, in our sole discretion, unlawful, threatening, abusive, defamatory, misleading, fraudulent, pornographic, sexual or otherwise explicit in nature, constitutes unauthorized or unsolicited advertising, or that otherwise violates our rules or policies as may be established or amended from time to time. Any attempt to deliberately impede the normal functioning of the Services is illegal and we shall have the right to claim for any loss and/or damages caused or sustained by us. We further reserve our right to file any further applicable legal actions including but not limited to criminal charges.

**4.7. Keep Our Services Safe.** Each user and partner plays an important role in maintaining the Services' safety and upholding our policies and guidelines, Spoofing (where a person pretends to be someone else in order to access personal or additional data), persons caught using spoofing techniques will be reported to the applicable authorities and we reserve our rights to take any legal actions to protect ourselves and our partners and users against such conduct. Should you see something that you think may violate our AUP, please help us by reporting issues through emailing our Advertising team on [advertising@basebone.com](mailto:advertising@basebone.com).

**4.8. Monitoring.** To the maximum extent permitted by applicable law, we may (but assumes no obligation to) monitor any electronic communications you make in connection with the Services and may disclose such information to law enforcement in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with these Terms, and protecting our rights, property, and interests or any third parties.

**4.9. Third Party Platforms and Apps.** We may use/display third party resources to provide certain features or functionality on our websites, including without limitation, IVR services, email platforms, widgets etc ("**Third Party Apps**"). Such Third Party platforms/Apps may require that we present to you certain requirements and/or terms and conditions. Where applicable by accessing and using the Services through such Third Party platforms, widgets and Apps, you acknowledge and agree to all such third party terms and conditions where applicable. We do not assume any responsibility or liability for the availability or accuracy of such features or functionality made available to you via Third Party platforms, Widgets and Apps. You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of accepting or using any features or functionality on the Services that are available from such Third Party Platforms, Widgets and Apps.

## 5. Refunds Policy

- 5.1 **Fees.** Users interacting with our partners' marketing materials and products are reminded that prices are displayed at the point of sale and within each partner's product terms and conditions. Users are encouraged to take note of these fees. We have no control of the fees and such decisions are at the sole discretion of our partners.
- 5.2 **No Retention of Payment Information.** At no point do we collect and store user payment information, such as credit card details and or account numbers for online payment methods. Our partners are or use leading payment providers who are all PCI-compliant to facilitate all payments. We cannot access your payment information, and encourage you not to share this information when contacting us for support. If you have subscribed through your Mobile Phone Carrier, we do not have access to your account directly associated with the Mobile Phone Carrier as we are solely the advertising services for our partners, partner banking details will be dealt with as per partnership agreements.

## 6. No Warranties

COMPANY PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON WEBSITE AND THE SERVICES AND DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME, OR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The parties acknowledge that the disclaimers of warranties set forth in this Section are an essential element of these Terms, and the parties would not have entered into these Terms without such disclaimers of warranties. Notwithstanding the foregoing, certain jurisdictions limit disclaimers of warranties. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms will remain in effect to the fullest extent permitted by law.

## 7. Limitation of Liability

IN NO EVENT SHALL COMPANY, OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE SERVICES FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, COST OF REPLACEMENT OR SUBSTITUTE GOODS OR SERVICES, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE BASIS OR THEORY OF ANY CLAIM AND REGARDLESS OF WHETHER COMPANY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. THE COMPANY SHALL NOT AND CANNOT BE HELD LIABLE FOR ANY DISPUTES OR CONDUCT OF ITS PARTNERS AND THEIR userS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, OUR AFFILIATES OR ANY OF THEIR LICENSORS UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SERVICES, REGARDLESS OF THE BASIS OR THEORY OF ANY CLAIM, EXCEED \$1,000.

The parties acknowledge that the limitation of liability and release set forth in this Section are essential elements of these Terms between the parties, and the parties would not have entered into these Terms without such limitation of liability and release. Notwithstanding the foregoing, certain jurisdictions limit limitations of liability and releases. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms will remain in effect to the fullest extent permitted by law.

## 8. Indemnification

You release us and will indemnify, defend and hold harmless us and all our subsidiaries, affiliates, group entities, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to (i) your breach of any representation or warranty or other obligation contained in these Terms, or (ii) any of Your Communications or any Submissions (together, "**Claims**"). You will use counsel reasonably satisfactory to us to defend each Claim. If at any time we reasonably determine that any Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement without our prior written consent, which may not be unreasonably withheld.

## 9. Intellectual Property Rights

- 9.1. **Ownership** These Terms of Service outline the terms and conditions upon which Basebone Advertising Limited (Hereafter includes "us," "our" or "we") will offer its partners and users its Advertising Services and Domain usage.
- 9.2. **Intellectual property rights:** Basebone Advertising Limited retains all intellectual property rights in and to this Website and Services (including all copyrights, patents, service marks, trademarks, registered and unregistered, and any other proprietary rights), including but not limited to all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, material and documentation. We also agree to retain all proprietary marks, legends, patent and copyright notices that appear on the Website or through our Advertising Services. fireplay, playextra shall retain any copyrights, trademarks and or intellectual properties already owned by them.
- 9.2. **License Grant.** We grant fireplay, playextra and its users a non-exclusive, non-transferable, revocable, limited license to use this Website and our Services in accordance with these Terms. This license may be revoked upon breach of these Terms by you and shall automatically be revoked upon termination or expiration of these Terms. Except as set forth in these Terms, all rights not expressly granted to you are reserved.
- 9.3. **Feedback.** You grant to us and fireplay, playextra a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free, fully-paid up license to copy, prepare derivative works from, improve, distribute, publish, remove, retain, add, process, analyze, index, tag, use and commercialize any request, comments, suggestion, recommendation, correction, or other feedback provided by you related to this Website or our Services.

## 10. Term and Termination

- 10.1. **Term.** Shall be effective from the date of first use of our Advertising Services either as a partner or a user and shall continue until terminated in accordance with this Section 10.
- 10.2. **Termination by You.** Should you not wish to engage with our Advertising services anymore please follow the termination process provided within our Advertising partnership agreements. Users who wish to cancel their subscriptions themselves are encouraged to look at the cancellation options available on our partners product sites.
- 10.3. If you signed up for the Services using your Account with a Mobile Phone Carrier and wish to cancel your subscription, you may need to do so by sending a cancellation SMS message using the unsubscribe keywords provided to you to your Mobile Phone Carrier number provided during the term of your subscription with our partners.
- 10.4. **Termination by Basebone Advertising Limited** reserves the right to monitor your use of the Services and to suspend or terminate your use of our Services without notice if we determine that you have breached these Terms. In no event will we be liable for suspension or termination of your use of the Services.
- 10.5. **Effect of Termination.** Upon the termination of these Terms, all license rights granted to you hereunder shall automatically and immediately cease and you shall immediately cease all use of the Services.
- 10.6. **Survival.** The following provisions will survive the expiration or termination of these Terms: Sections 6, 7, 8, 9, 10.1, 11, 12, 13, and 14.

## 12. Choice of Law

- 12.1. **Governing Law.** These Terms and its subject matter shall be governed in accordance with the laws of the Republic of Cyprus, without reference to its conflict of laws principles. The sole venue for all disputes relating to this Agreement shall be in Nicosia.
- 12.2. **Class Action Waiver.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BASEBONE ADVERTISING LIMITED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Basebone Advertising Limited agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

## 13. General

- 13.1. **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Basebone Advertising Limited and its partners and their users regarding the Services and these Terms supersede and replace all prior oral or written understandings or agreements regarding the Services. Where applicable, new or unique features or functionality of the Services may be governed by additional terms of use, which shall be clearly posted on such features or functionality of the Services.
- 13.2. **No Assignment.** Partners may not, without our prior written consent, assign these Terms, in whole or in part, either voluntarily

or by operation of law, and any attempt to do so will be a material default of the Terms and will be void. We may assign these Terms to a third party at any time at our sole discretion. These Terms will be binding upon and will insure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

- 13.3. **Communications.** You acknowledge that we will communicate with you primarily via email or by posting notices on the Services. You agree that all agreements, notices, disclosures and any other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.
- 13.4. **Force Majeure.** We will not be liable for failure or delay to perform its obligations under these Terms to the extent caused by circumstances beyond its reasonable control.
- 13.5. **Subcontracting.** We may subcontract any of its obligations under these Terms, but will remain liable for all subcontracted obligations and our subcontractors' acts or omissions.
- 13.6. **Notices.** We may provide a notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under these Terms. You must provide any notice to us that is mandated to be in writing and sent via overnight courier to Basebone Advertising Limited, at 33, Vasilissis Freiderikis Street, Office 203, 1066 Nicosia.
- 13.7. **Severability; Waiver.** If any of the provisions of these Terms are, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of these Terms, and these Terms will be construed as if they had never contained such invalid, illegal, or unenforceable provision. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.
- 13.8. **Headings.** The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.
- 13.9. **Contact Us.** If you have any questions or comments regarding these Terms, please email us at [advertising@basebone.com](mailto:advertising@basebone.com).

## 14 Definitions

- **user:** (User, you, your, client, user) Is a non contracted user, ie a partner has engaged our services to provide their Advertising to their users, You are that users and are bound by our site terms and policies when using our services.
- **Basebone Advertising Limited:** We, the Company, a third party Advertising service engaged by our partners to offer you the user, Advertising services.
- **Partner:** Contracted business or person that has engaged our services to provide their users with Advertising services.