

Terms of Service

1. Introduction; Your Agreement to these Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT. Welcome to the services operated by DeStreamWorld OÜ (with its affiliates, “**DeStream**”) which enables users either to create, organize, manage and share tournaments or to participate in tournaments or any other available services on the website available at <https://destream.net>, and its network of websites, software applications, or any other products or services offered by destream (the “**destream Services**”). Other services offered by destream may be subject to separate terms.

DeStreamWorld OÜ is not a regulated financial services provider.

1.1. When using the destream Services, you will be subject to destream’s Privacy Policy, and you be subject to additional guidelines or rules that are posted on the destream Services or made available to you, or applicable to specific services and features that are disclosed to you in connection with such services. Destream may also offer certain paid services, which are subject to the Terms of Sale as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines are incorporated into these Terms of Service by reference.

1.2. The Terms of Service apply whether you are a user that registers an account with the destream Services or an unregistered user. You agree that by clicking “Sign Up” or otherwise registering, downloading, accessing or using the destream Services, you are entering into a legally binding agreement between you and destream regarding your use of the destream Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or otherwise use any of the destream Services.

1.3. Any new features or tools which are added to the service shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

2. General Conditions.

We reserve the right to refuse service to anyone for any reason at any time.

2.1. You understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.2. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

2.3. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. Destream Users

“Content creator” (“Streamer”) responsible for the contribution of information to any media and/or digital media. A content creator can contribute any of the following: blog, news, image, video, audio, email, social updates and other related content, production, reproduction, storage and distribution of which is not prohibited by law. Content creation is described as the creation of the material people contribute to the online world.

“Content” is something that is to be expressed through some medium, as speech, writing or any of various arts for self-expression, distribution, marketing and/or publication. In the forms of maintaining and updating websites, blogging, photography, videography, online commentary, the maintenance of social media accounts, and editing and distribution of digital media.

“Viewers” enable users that view content through destream platform.

4. Use of destream by Minors and Blocked Persons.

The destream Services are **not available** to persons **under the age of 18**. The destream Services are also not available to any users previously removed from the destream Services by destream. Finally, the destream Services are not available to any persons barred from receiving them under the laws of the European Union (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE DESTREAM SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM RECEIVING THE DESTREAM SERVICES.

5. Tournaments.

The tournament organized by DeStreamWorld OÜ according to the Tournament and Rules.

6. Privacy Policy.

Your privacy is important to destream. Please see our Privacy Policy for information relating to how we collect, use, and disclose your personal information, and how you can manage your online privacy when you use the destream Services.

7. Modifications to the Service and Prices.

7.1. Prices and/or fees for our Service are subject to change without notice.

7.2. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

7.3. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

8. Cookies.

We employ the use of cookies. By using destream's website you consent to the use of cookies in accordance with destream's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

9. Tipping.

9.1. Destream Services enable users that view online gaming streams ('Viewers') to transfer tips or donations ('Tips') to game streamers ('Streamers') and to submit requests to Streamers ('Requests'). Any transactions on the destream platform is displayed in DST.

The currency: You will be able to Tipping in EUR using your bank card.

Tips transfer: Entering card details and pushing the button donate Viewer automatically confirming Viewer goodwill to transfer indicated by Viewer amount of Tips to Streamer.

Value fixation for Streamers: Using value fixation function you give the order to destream to convert all funds that go into your wallet immediately into EUR and store it until further notification.

9.2. Tips that are suspected by destream (at its sole discretion) to be fraudulent or to have been obtained via suspicious activity, such as without streaming, (and in either of such cases, destream shall use reasonable efforts to refund any such Tips to the Viewer who made such payment). destream shall in no event be responsible or liable for: (A) the acknowledgment or fulfillment of a Request by any Streamer; (B) any action or default by any Streamer or Viewer or any interaction between a Streamer and a Viewer; and (C) any unfulfilled Tip-payment transaction which results from incorrect payment information provided by the Viewer or which is made not in accordance with these terms. By offering a Tip, you, as a Viewer hereby confirm that: (i) you are using a valid credit card which is owned by you for the payment of the Tip and providing complete and accurate information in connection with the transaction; and (ii) no goods or services have been offered to you in consideration for the Tip and the Tip payment has not been solicited in any way. For all Tips transferred through destream, any request for cancelation or refund should be sent via email to support@destream.net, subject to the fact that all Tip charges are non-refundable and cannot be withdrawn or charged back by Viewers. Viewers hereby confirm and acknowledge that Tips shall not be subject to or conditioned upon any consideration or benefit, including without limitation the performance of Requests.

RECEIVING TIPS

9.3. We reserve the right to collect a fee for tips received. Fees are subject to change without prior notification, it is your responsibility as the user to stay updated on Fees and changes to the Fees. When receiving tips, you are liable for any chargebacks or disputes that may occur thereafter in association with those transactions. We are not liable for any charges that may be incurred from these chargebacks or disputes. At any point our payment processors determine you are incurring excessive Chargebacks, your destream account may results in additional controls and restrictions on your balance.

9.4. You agree to send any type of identification that is asked for in order to complete a withdrawal request. You agree to pay a fee for any withdrawal. If bank account information and country of issuance is incorrect, you are subject to a delay in your withdrawal and/or account deletion. If country of issued bank account is incorrect, you will not be able to change it. You must contact destream support immediately.

9.5. By accepting this agreement, you authorize us to convert all Tips into DST on your behalf when such funds send to your wallet by Viewers. You have the right to use value fixation

function that will convert all funds that go into your wallet immediately into EUR and store in it until further notification.

9.6. Your authorizations set forth herein will remain in full force and effect until your destream account is closed or terminated.

9.7. You agree to pay all fees assessed by us to you for providing our payment processors services. Tippers have the option to pay for your fee at the point of the tip transaction. Due to currency exchange discrepancy from destream API and our payment processor's API the total charge to the Viewer. If they decide not to opt in to pay the fee, you are fully responsible for it.

9.8. You understand and agreed that any withdraws from your account should be made only to the bank card which belongs to you. Any withdraws on the third-party bank card prohibited by the platform.

10. PayPal

Technical service for receiving transactions from Viewers and for its convenience making payment through PayPal provided by the DST MARKET PTE. LTD according to the agency agreement.

Destream reserve the right to hold transaction through PayPal for 24 hours after transaction was sent from Viewers.

11. Allowed countries for payouts VISA

The following countries allowed for Visa payouts, if your country is not in the following list please contact support@destream.net for additional information regarding Visa payouts.

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK, Armenia, Australia, Bahrain, Bangladesh, Belarus, Bolivia, Botswana, Brazil, Chile, Dominican Republic, Georgia, Ghana, Hong Kong, India, Indonesia, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Lebanon, Malaysia, Maldives, Mexico, Moldova, Mongolia, Morocco, Namibia, New Zealand, Nicaragua, Oman, Peru, Philippines, Qatar, Russia Federation, Saudi Arabia, Singapore, South Africa, Taiwan, Thailand, Turkey, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Vietnam.

12. Destream Fee.

Commission for withdrawing funds from an account 4,77% from total withdrawing amount.

Commission for sending Tips through destream 4,77% from total sending amount.

13. Account and Password.

13.1. In order to use certain features of the destream Services and open an account, you would have to pass KYC using our KYC provider.

13.2. You are solely responsible for all information provided by you to the KYC provider. You are clearly understand that by providing false information, fake documents or documents which belong to the other person you are committing crime and you can be prosecute in fraud by the law enforcement.

PLEASE NOTE! USERS WHO HAVE NOT PASS KYC WILL NOT BE ABLE TO WITHDRAW FROM THEIR ACCOUNT AND WILL NOT BE ABLE TO TIP.

13.3. You are solely responsible for maintaining the confidentiality of your account (wallet) and password, for restricting access to your computer, and for all activities that occur under your account (wallet) or password. Please make sure the information you provide to destream upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

13.4. Unless expressly permitted in writing by destream, you may not sell, rent, lease, share or provide access to your account (wallet) to anyone else, including without limitation charging anyone for access to administrative rights on your account (wallet). Destream reserves all available legal rights and remedies to prevent unauthorized use of the destream Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such **unauthorized** use.

14. List of the countries under sanction which are blocked by the platform:

Iran, North Korea, Syria, Sudan, Cuba, Venezuela, Crimea, Sevastopol, Afghanistan, Yemen, Somalia, Zimbabwe, Nicaragua, Mali, Libya, Lebanon, Iraq, Central African Republic, Congo, Burundi, South Sudan. Conducting any transactions with citizens of the above countries is prohibited.

<https://www.sanctionsmap.eu/#/main>

15. Account Suspension.

15.1. In consideration of use of the Service, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if our payment processor has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, our payment processor may suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof. Failure to submit required information may limit your ability to withdraw and/or transfer your pending balance.

15.2. Destream may delay for a necessary term, but in no case more than 90 days (“Investigation Period”), and/or cancel any collection of Tips from the Viewers and/or the following payment to the Streamer for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. In case if the Agreement between the destream and the Streamer was terminated during the Investigation Period, the destream reserves the right to delay the fulfilment of its obligations in respect of collection or cancellation of collection and/or following payment of Tips to the Streamer until the end of the Investigation Period. The Streamer may provide destream the documentary confirmation of absence of unlawful activity or fraud for possible acceleration of the investigation.

15.3. Destream reserves the right to immediately and without notice suspend any Streamer account, temporarily or definitively, in case of misconduct attributable to the User in question if in violation of any provision of the present Terms of Service.

15.4. In this case, as a penalty, destream may decide not to reimburse all or part of the amounts corresponding with the account maintenance possibly associated with this Streamer’s account and that it considers necessary in order to repair damages of any nature whatsoever that it may have suffered. If destream decides to return all or part of the amounts corresponding with a possible account maintenance at the time of the closing of this account, the Streamer will have a maximum of 1 (one) month in which to contact destream after receiving the third e-mail from destream informing the Streamer of its decision, and to provide all information needed for the

repayment of the amount in question. After the aforesaid time limit or if the information needed for the repayment is not provided, destream will be released from any possible repayment obligation.

16. Use of Devices and Services.

Access to the destream Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the destream Services.

17. User-generated Content.

You agree to grant your permission to the destream to use your User-generated content (such as images, videos, text, and audio, that has been posted by you on online platforms including but not limited social media platforms) for promotion, marketing and advertising.

18. Prohibited Conduct.

YOU AGREE NOT TO violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while on the destream Services.

You agree that you will comply with these Terms of Service and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the destream Services accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the destream Services, or perform any other similar fraudulent activity;
- iii. make unsolicited offers, advertisements, proposals, or send junk mail or spam to users of the destream Services, including, without limitation, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities;
- iv. harvest or collect the email addresses or other contact information of other users from the destream Services;
- v. defame, harass, abuse, threaten or defraud users of the destream Services, or collect, or attempt to collect, personal information about users or third parties without their consent;
- vi. remove, circumvent, disable, damage or otherwise interfere with security-related features of the destream Services or User Content, features that prevent or restrict use or copying of any content accessible through the destream Services, features that enforce limitations on the use of the destream Services or User Content, or delete the copyright or other proprietary rights notices on the destream Services or User Content;

- vii. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the destream Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;
- viii. modify, adapt, translate or create derivative works based upon the destream Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- ix. interfere with or damage operation of the destream Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- x. relay email from a third party's mail servers without the permission of that third party;
- xi. access any website, server, software application, or other computer resource owned, used and/or licensed by destream, including but not limited to the destream Services, by means of any robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures destream may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used and/or licensed destream, including but not limited to the destream Services;
- xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the destream Services;
- xiii. interfere with or disrupt the destream Services or servers or networks connected to the destream Services, or disobey any requirements, procedures, policies or regulations of networks connected to the destream Services; use the destream Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the destream Services, or that could damage, disable, overburden or impair the functioning of the destream Services in any manner;
- xiv. use or attempt to use another user's account without authorization from that user and destream;
- xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the destream Services that you are not authorized to access;
- xvi. attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and
- xvii. use the destream Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

Destream takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is destream liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter when using the destream Services. Your use of the destream Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the destream Services will not contain any content that is prohibited by such rules.

Destream is not liable for any statements or representations included in User Content. Destream does not endorse any User Content, opinion, recommendation, or advice expressed

therein, and destream expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, destream reserves the right to remove, screen or edit any User Content posted or stored on the destream Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the destream Services at your sole cost and expense. Any use of the destream Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the destream Services.

19. Third Party Content.

19.1. In addition to the User Content, destream may provide other third party content on the destream Services (collectively the “Third-Party Content”). Destream does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third Party Content, update, or monitor it. Therefore we are not responsible for any Third Party Content on the destream Services.

19.2. You are responsible for deciding if you want to access or use third party websites or applications that link from the destream Services (“Reference Sites”). Destream does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the destream Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

20. Termination.

To the fullest extent permitted by applicable law, destream reserves the right, without notice and in our sole discretion, to terminate your license to use the destream Services (including to post User Content), and to block or prevent your future access to and use of the destream Services, including where we reasonably consider that: (a) your use of the destream Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the destream Services; or (c) we are unable to continue providing the destream Services to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to your account. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the destream Services, (ii) any term of these Terms of Service, (iii) any policy or practice of destream in operating the destream Services, or (iv) any content or information transmitted through the destream Services, is to terminate your account and to discontinue use of any and all parts of the destream Services.

21. Waiver.

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

22. Compliance with Intellectual Property Laws.

22.1. When accessing or using destream, you agree to obey the law and to respect the intellectual property rights of others. Your use of destream is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or Content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any Content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you.

22.2. The Content on destream, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to destream, subject to copyright and other intellectual property rights under European Union and foreign laws and international conventions. Content on destream is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Destream reserves all rights not expressly granted in and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of destream or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of destream or the Intellectual Property therein.

23. Taxes.

23.1. You are responsible to determine if any taxes apply to the tips sent or received using our Service. You are responsible for any taxes applicable to earnings through the destream platform.

23.2. It is your responsibility to correctly collect and report taxes to your local tax authority. We are not responsible for taxes arising from any transactions sent through this Service.

24. Severability.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

25. Governing Law.

Destream reserves the right to discontinue or modify any aspect of the Services at any time. These Terms and the relationship between you and destream shall be governed by and construed in accordance with the laws of Estonia, without regard to its principles of conflict of laws. Subject to the foregoing, you agree to submit to the personal and exclusive jurisdiction of the courts located in Tallinn, Estonia and waive any jurisdictional, venue, or inconvenient forum objections to such

courts, provided that (i) destream may seek injunctive relief in any court of competent jurisdiction and (ii) in the event of any dispute relating to Tips processed by destream, such dispute shall be heard in the courts of Estonia.

DeStreamWorld OÜ

Registry code: 14473328

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