

## Mee6 – Terms of Use

Date of the latest revision: February 20th, 2023.

Please read these Terms of use carefully before using the Features.

### What the User should know at a glance

- This Platform and the Features are provided by: **Sidescroll Ventures SAS**, 66 Avenue des Champs-Élysées, Paris 75008, France. **Contact email:** support@mee6.bot
- The right of withdrawal only applies to European Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as “the right of withdrawal” within this document.
- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- This Website uses automatic renewal for subscriptions. Information about the a) renewal period, b) termination details and c) termination notice can be found in the relevant section of these Terms.

#### 1 PURPOSE

The purpose of these terms of use (the “**Terms**”) is to define the terms and conditions of use applicable to the users (a “**User**”, “**Features User**” “**you**” or “**your**”), when using our software application (bot) running automated tasks over Discord (the “**Bot**” or the “**Mee6 Software**”), our platform located at <https://mee6.xyz/>, including the Application Program Interfaces (API) (the “**Platform**” or the “**Website**”) and related features offered from time to time on the Platform, including through the License (the “**Features**”).

#### 2 ACCEPTANCE OF TERMS – CHANGE OF TERMS

Before using any of the Features, you must first agree to these Terms. By accessing the Features or by otherwise using them, you expressly confirm that you fully and irrevocably agree to these Terms.

You also agree that personal data and electronic communications on our Platform or through the use of the Features will be processed in accordance with our data privacy policy, available on <https://mee6.xyz/privacy.html>

We reserve the right, at our sole discretion, to modify or replace the Terms at any time. The most current version of these Terms will be posted on the Platform. You shall be responsible for reviewing and becoming familiar with any such modifications.

You will be deemed to have accepted all modifications and revisions of the Terms by continuing to use all or part of the Features and/or the Platform.

#### 3 PROVISIONS OF AND ACCESS TO FEATURES

##### 3.1 Provider

Unless specified otherwise in these Terms or on the Platform, the Platform is operated, the License

is granted and the Features are offered by Sidescroll Ventures, a French simplified joint stock company (*société par actions simplifiée*) having its registered office at 66 avenue des Champs Elysées, registered with the Paris trade and companies' registry under number 842 013 963 ("Mee6", the "Owner", "we", "us" or "our"). Mee6 is not acting as an agent or service provider of the discord platform (available at <https://discord.com/> ("Discord") and/or its owner(s) or representative(s).

### 3.2 User's eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

You also represent and warrant that you are legally authorized in your jurisdiction to use the Features and to interact with the Features in any way. Finally, you represent and warrant that you are solely responsible for compliance with all applicable laws in your jurisdiction, and release Mee6 from any liability in this regard.

### 3.3 Features

User has access to the Features described on the Platform, in the form and according to the technical means and functionalities that Mee6 deems most appropriate. You expressly acknowledge that the applicable fees are paid for a general use of the applicable Features, the content of which may evolve at Mee6's discretion, and that, in this respect, you are not allowed to claim for any repayment in the event of change or evolution of the Features.

The main Features offered by Mee6 are the following:

- Welcome Bot;
- Server Management;
- Streaming and Social Media Alerts;
- Reaction Roles;
- Community Members Rewards.

### 3.4 Account Registration

To use the Features, Users shall register or create a User account, providing all required data or information in a complete and truthful manner. If we have any reason to believe that such information is not true, accurate or complete, we may refuse your access to the Platform, or any of its Features, and deny, terminate or suspend your account. You must not provide any misleading or fraudulent information. Providing false information on your account is strictly prohibited and will lead to termination or suspension of your account.

Users may also use the certain services or functionalities without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Website.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform Mee6 via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Mee6 cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### 3.5 Duration of and access to the Features and the License

#### Duration

##### *Subscriptions*

Subscriptions allow Users to access the Features continuously or regularly over a determined period of time. Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain paid subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so will cause service interruptions or a termination of the use of the Features.

##### *Fixed-term subscriptions*

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process. Once the subscription period expires, the Features shall no longer be accessible, unless the User renews the subscription by paying the relevant fee.

Fixed-term subscriptions may be terminated prematurely in accordance with these Terms.

The so called “lifetime” subscription shall be paid in one global instalment representing subscription fees, giving right to the User to access and Use the Features as described on the Website, for a fixed period that shall not exceed the User’s life.

##### *Automatic renewal*

Subscriptions are automatically renewed through the payment method that the User chose during purchase, unless the User cancels the subscription within the deadlines for termination specified in the relevant section of these Terms and/or the Website.

The renewed subscription will last for a period equal to the original term.

#### Termination by Mee6

Mee6 may at any time and without liability, terminate, suspend, or limit your use of the Features, in the event that: (a) you fail to pay the relevant fees for the use of the Features; (b) we reasonably suspect you of acting in breach of these Terms and/or all other applicable provision; (c) we are required to do so by applicable law, regulation or any court or other authority to which we are subject to in any jurisdiction; (d) we have concerns about the security of your account or we suspect the Features are being used in a fraudulent or unauthorised manner; (e) we reasonably believe that we need to do so in order to protect our reputation.

You shall not be entitled to any payment, compensation or damages whatsoever from Mee6 in

relation to any suspension, limitation or termination of your use of the Features due to a breach of the Terms.

Our rights of suspension, limitation and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under the Terms or applicable law and regulations).

### **Termination by User**

Access to the Features and the License remains in effect until the effective date of termination. No refund of the fees for the past use of the Features, shall be granted.

You are not entitled to invoke your own breach of the Terms, and in particular the inaccuracy of one or more of your statements, to request early termination of the Features.

### **Consequences of Termination**

You will no longer be entitled nor able to use the Features and benefit from the License, and you will be required to pay the fees for the use of the Features in the event that the fees have not been paid in full for the period prior to the termination taking effect. No refund of the fees for the use of the Features, whether such fees are paid on a monthly, annual, or other timely basis, shall be granted, even in the event of termination, for any reason whatsoever, before the subscription term. No refund of the fees for the use of the Features shall be granted in the event of termination, for any reason whatsoever, with respect to any so called “lifetime” subscription.

Upon the effective date of termination, all License rights granted under the Terms prior to termination shall immediately terminate and you shall immediately cease all use of the Bot and related Features.

### **Account termination**

Users can terminate their account and stop using the Features at any time by directly contacting Mee6 at the contact details provided in this document. You are not entitled to invoke your own breach of the Terms, and in particular the inaccuracy of one or more of your statements, to request early termination of the Features.

## **4 LICENCE – IP RIGHTS**

### **4.1 Software Licence**

In consideration for your subscription, Mee6 grants you a limited, non-exclusive, non-transferable, non-sublicensable license for the duration of your commitment to the Mee6 Software and its updates (the “License”) in order to use, install and run the Mee6 Software licensed hereunder solely for your own purposes.

The License is conditional upon the regular payment of the subscription fees for the access to the Features, as referred to in Sections 3.5 and 5 To use the License, the User must register or log into the Platform.

You acknowledge and agree that the Mee6 Software, including its sequence, structure, organization and source code, constitutes valuable intellectual property rights, including

copyrights, trademarks, service marks, trade secrets, patents, patent applications, contractual rights of confidentiality, or any other intellectual property or exclusive rights, which are owned by Mee6 or its suppliers. The Mee6 Software is licensed, not sold to you, and no title or ownership of the Mee6 Software or any related intellectual property rights are being transferred under the Terms or any other agreement. The Mee6 Software shall remain the sole property of Mee6 and all related rights, titles and interests not expressly granted to the Customer by the Terms is reserved to Mee6.

Nothing in these Terms shall be deemed to grant, on any basis, a license under any existing or future patents. You acknowledge and agree that in the course of providing the Features, Mee6 may create other software and other intellectual works that are wholly owned by Mee6.

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## 4.2 Intellectual Property

### Content on this Website

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### ***Rights regarding content on this Website - All rights reserved***

The Owner holds and reserves all intellectual property rights for any such content. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Features.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website or through the Features, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Content provided by Users**

The Owner allows Users to upload, share or provide their own content to this Website.

By providing content to this Website, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

### ***Rights regarding content provided by Users***

Users acknowledge and accept that by providing their own content on this Website they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of this Website as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to this Website.

Users acknowledge, accept and confirm that all content they provide through this Website is provided subject to the same general conditions set forth for content on this Website.

### ***Liability for provided content***

Users are solely liable for any content they upload, post, share, or provide through this Website. Users acknowledge and accept that the Owner does not filter or moderate such content.

However, the Owner reserves the right to remove, delete, block or rectify such content at its own discretion and to, without prior notice, deny the uploading User access to this Website:

- if any complaint based on such content is received;
- if a notice of infringement of intellectual property rights is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via this Website, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Website.

### ***Access to external resources***

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on this Website Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via this Website. If Users click on any such advertisement, they will be interacting with any third party responsible for that

advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

### ***Acceptable use***

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## **5 FEES**

You are required to pay the fees for the use of the Features (and thus including the License) as indicated on the Platform, it being specified that the applicable fees include the use of the Features as available on the Platform.

### **5.1 Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased item requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.
- All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

### **5.2 Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on the Platform are displayed including all applicable fees, taxes and costs.

### **5.3 Offers and discounts**

Mee6 may offer discounts or provide special offers for the purchase of Features. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of the Platform.

Offers and discounts are always granted at Mee6's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of Mee6, as indicated in Mee6's location details in this document, unless otherwise specified.

#### 5.4 Coupons

"**Coupon**" means any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving installment-based purchases;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, illegal activity related to the purchase and/or use of the Coupon. counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any

#### 5.5 Methods of payment

Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of the Platform.

All payments are independently processed through third-party services. Therefore, the Platform does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

#### **5.6 Virtual Currency for exclusive use inside this Website**

“**Virtual Currency** “ means a non-monetary asset by which Users may purchase specific Products offered on this Website under the conditions specified by the Owner. Such assets can be manifested by codes, tokens, digital images etc.

On the Platform certain payments may be made using a Virtual Currency. Unless otherwise stated, such Virtual Currency is not tradable, exchangeable or redeemable against any traditional currency, any other open digital currency, goods or any other values.

By purchasing Virtual Currency, Users acknowledge and understand that it may only be used within the Platform for the purposes expressly authorized by the Owner within the framework of the Features. Users also acknowledge and agree that they may not transfer, purchase, sell, or exchange such Virtual Currency outside of the Features.

Accordingly, Users may not sublicense, trade, sell or attempt to sell Virtual Currency for money, or exchange Virtual Currency for value of any kind outside of the dedicated offering provided by the Owner through the Platform. Any such prohibited use or transaction shall be considered null and void and could result in legal action being taken against the User.

In case of contract or account termination for any cause attributable to the User, any and all unused Virtual Currency shall be forfeited and no refund shall be granted.

#### **5.7 Authorization for future PayPal payment**

If Users authorize the PayPal feature which allows future purchases, the Platform will store an identification code linked to the Users’ PayPal account. This will authorize the Platform to automatically process payments for future purchases or recurring installments of past purchases. This authorization can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

#### **5.8 Retention of usage rights**

Users do not acquire any rights to use the purchased Features (including any product or good) until the total purchase price is received by the Owner.

#### **5.9 Delivery and performance**

The Features shall be performed or made available within the timeframe specified on the Platform or as communicated before the order submission.

## 6 USER RIGHTS

### 6.1 Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

#### Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

“Consumer” means any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

#### Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available at the end of these Terms. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

#### When does the withdrawal period expire?

The withdrawal period expires 14 days after the day that the contract is entered into.

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided. Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

#### Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs

or fees as a result of such reimbursement.

### **Exceptions from the right of withdrawal**

The right of withdrawal does not apply to contracts:

- for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and with their acknowledgment that their right of withdrawal is thereby lost;
- for the provision of services, after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with their acknowledgement that their right of withdrawal is lost once the contract has been fully performed.

### **6.2 Money-back-guarantee**

Without prejudice to any applicable statutory rights, the Owner grants Users the right to cancel a purchase they are unsatisfied with and obtain a refund within seven days from the purchase order.

## **7 DISCLAIMER OF WARRANTIES – LIABILITY**

### **7.1 Disclaimer of Warranties – Risks**

You expressly acknowledge and agree that your use of the Features is at your sole risk. The Features and the access to the Platform are provided on an “*as is*” and “*as available*” basis, without warranties of any kind, either express or implied, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. In particular, you expressly acknowledge that the applicable fees are paid for a general use of the applicable Features, the content of which may evolve at Mee6's discretion, and that, in this respect, you are not allowed to claim for any repayment in the event of change or evolution of the Features. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein. You acknowledge and expressly agree that we have no control over, and no duty to take any action regarding: which users gain access to or use the Features; what effects the content of the Platform may have on your business or your communities and members; how you may use the content of the Platform and the Features; or what actions you may take, in particular with regard to your communities and/or their members, as a result of having been exposed to the content of the Website.

We do not warrant that access to the Platform and the Features will be continuous, uninterrupted, timely or secure. You acknowledge and expressly accept that the Website and the Features (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data and (d) may be modified at any time, including through the release of subsequent versions, all with or without notice to the User. You acknowledge and expressly agree that Mee6 shall in no event be liable for any loss or damage resulting from your failure to comply with your obligations hereunder.

### **7.2 Limited Liability**

You acknowledge and expressly agree that you assume full responsibility for your use of the Website and the Features. You acknowledge and expressly agree that any information you send or receive during your use of the Website and the Features may not be secure and may be intercepted or acquired by unauthorized parties. You acknowledge and expressly agree that your use of the

Website and the Features is at your sole risk, and that the Mee6 Software may prove to be defective or vulnerable, thus exposing your information systems to the risk of intrusion or corruption. You agree to ensure the security of the systems, programs and data, and you acknowledge that you are solely responsible for the configuration of your computer hardware, programs and platforms used to access the Features. You acknowledge that you are solely responsible for the use of the Features, including any statements or information communicated via the Mee6 Software in breach of applicable laws or regulations.

In particular, you agree not to (a) use the Features for any purpose other than for your own use (b) use or attempt to use the Mee6 Software and/or the Features in an offensive, abusive or unlawful manner or purpose, in particular by publishing or using terms that may be offensive or inappropriate; (c) transmit or attempt to transmit copyrighted material without the prior express consent of the copyright owner; (d) use or attempt to use any automated program (including, but not limited to, a robot, spider or other automated means or interface to access the Mee6 Software and/or Features; (e) interfere or attempt to interfere with the proper functioning of the Mee6 Software and/or Features in a manner that could damage, disable, overload or alter the Mee6 Software, in particular, hack or attempt to circumvent any content filtering techniques that Mee6 reserves the right to use; (f) copy, modify, merge, sell, redistribute, assign, transfer the software or the source code of the Mee6 Software or any part thereof, as well as reverse engineer, decompile, disassemble, translate, decrypt or otherwise attempt to discover the source code used for the Mee6 Software; (g) infringe or attempt to infringe any patent, trademark, trade secret, copyright held by Mee6; (h) introduce or attempt to introduce viruses, Trojan horses or other malicious or technologically harmful hardware.

Finally, you understand and agree that neither Mee6 nor its suppliers or licensors shall be liable to you for any direct, indirect damages of any kind, including but not limited to, damages for loss of property, profits, goodwill, use, data or other tangible or any other damages based on contract, tort, or otherwise (even if Mee6 has been advised of the possibility of such damages), resulting from: the Website or Features; the use or the inability to use the WebSite or Mee6 Software; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Website or the Features; any actions we take or fail to take as a result of communications you send to us; human errors; technical malfunctions; failures; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in the Features); any injury or damage to computer equipment; inability to fully access the Website, the Features or any other website; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the Website or any other aspect of the Features.

If despite the above Mee6 is found liable by a court for any reason whatsoever, you expressly agree that its aggregate liability will be strictly limited to the fees for the access to the Features charged to you during the last twelve (12) months prior to the date of the document instituting the proceedings.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The

disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

### 7.3 Indemnification

You expressly agree to indemnify and hold Mee6 and third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your use of the Features; (c) your violation of any law or regulation of any jurisdiction, or the rights of any third party.

## 8 CONFIDENTIAL INFORMATION

The term “**Confidential Information**” means any information disclosed by one party (the “**Discloser**”) to the other party (the “**Recipient**”) during the access to, or the use of, the Features, which is disclosed in writing or orally and which is identified as “**Confidential**” or which is to be considered in the circumstances of its transmission as confidential by the Recipient. Notwithstanding the foregoing, Mee6’s “**Confidential Information**” includes any information, in whatever form, disclosed by Mee6 which relates to the Mee6 Software and which is not publicly known.

Recipient shall treat as confidential any Confidential Information provided by Discloser, shall not use such Confidential Information except with the prior written consent of Discloser, and shall not disclose such Confidential Information to third parties without the prior written consent of Discloser, it being specified that Recipient may disclose such Confidential Information to its employees and contractors for business purposes, provided that such employees and contractors are obligated to the same extent to comply with the confidentiality agreement concluded with Discloser. Recipient shall be responsible for all acts and omissions of its employees and contractors where such act or omission would constitute a breach of the terms as if committed by Recipient. Notwithstanding the foregoing, the restrictions of this Article shall not apply to information that: (a) was independently developed by Recipient without recourse to Discloser’s Confidential Information; (b) is made known to Recipient, without restriction, by a third party without violating the Terms and which was within the right to disclose; (c) was in the public domain at the time of disclosure or enters the public domain without act or omission of Recipient; (d) was rightfully known by Recipient, without restriction, at the time of disclosure; or (e) is disclosed pursuant to an order or requirement of a court, administrative body, or any other governmental body; provided, however, that Recipient shall immediately notify Discloser and use its best efforts to prevent public disclosure of such information. Recipient shall, upon request by Discloser, return the originals, copies, reproductions and summaries of the Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or, at Discloser’s option, certify that it has destroyed the same.

## 9 GENERAL PROVISIONS

### 9.1 Transfer, Assignment or Delegation

These Terms, and any rights and obligations and the Licence granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by Mee6 without restriction to any third party. Any attempted transfer or assignment in violation hereof shall be null and void.

## 9.2 Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Features and accessing the Platform. Failure to accept the revised Terms, may entitle either party to terminate the contractual relationship.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

## 9.3 Entire Agreement

Except otherwise provided herein, these Terms (as amended from time to time) and any document expressly referred to hereof constitute the entire agreement between the parties and supersedes any prior agreement, promise, assurance, warranty, representation, understanding, undertaking or arrangement between the parties relating to the subject matter of these Terms, whether written or oral.

No oral explanation or oral information given by either of us shall alter the interpretation of these Terms. You confirm that, in agreeing to accept these Terms, you have not relied on any representation or information that is not expressly included herein.

## 9.4 Severability

These Terms shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of these Terms or of any other term or provision hereof. Furthermore, such invalid or unenforceable term or provision shall be changed and interpreted to accomplish the objectives of the initial provision to the greatest extent possible under any applicable laws.

## 9.5 Language

These are concluded in the English language, and all communications including any notices or information being transmitted shall be in English.

## 9.6 Waiver

The delay of enforcement or the non-enforcement of any of the provisions of these Terms by the Owner shall not be construed as a waiver of any of the other rights of that party under these Terms.

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term. The delay of enforcement or the non-enforcement of any of the provisions

of these Terms by the Owner shall not be construed as a waiver of any of the other rights of that party under these Terms.

#### 9.7 Interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the access to the Features for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the access to the Features altogether. If the access to the Features is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the the access to the Features might not be available due to reasons outside the Owner's reasonable control, such as "*force majeure*" (eg. labor actions, infrastructural breakdowns or blackouts etc).

#### 9.8 Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of the Features without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

#### 9.9 Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

#### 9.10 Notices and Communications

By using the Features, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Features: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), (b) by posting to the Website and/or (c) via Discord. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us.

Notices to us should be sent electronically to at: support@mee6.bot.

#### 9.11 Section Titles

The section titles and articles in the Terms are for convenience only and have no legal or contractual effect.

#### 9.12 Governing Law and Submission to Jurisdiction

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles. Exception for European Consumers.

However, regardless of the above, if the User qualifies as a European Consumer and has their

habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

### **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

### **Exception for European Consumers**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

### **Dispute resolution**

#### ***Amicable dispute resolution***

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document. The Owner will process the complaint without undue delay and within 21 days of receiving it.

#### ***Online dispute resolution for Consumers***

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online. The platform is available at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

#### ***Example withdrawal form***

*Addressed to:*

*Sidescroll Ventures 66 Avenue des Champs-Élysées Paris 75008 France*

*support@mee6.bot*

*I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:*

\_\_\_\_\_ *(insert a description of the goods/services that are subject to the respective withdrawal)*

- *Ordered on:* \_\_\_\_\_ *(insert the date)*
- *Received on:* \_\_\_\_\_ *(insert the date)*
- *Name of consumer(s):* \_\_\_\_\_
- *Address of consumer(s):* \_\_\_\_\_

- Date: \_\_\_\_\_  
(sign if this form is notified on paper)