

BETA PARTICIPATION

Terms and Conditions

IMPORTANT:

These terms and conditions of the Beta Platform testing programme (“Terms”) form a legally binding agreement between you (“You”/“Your”/ “User”) and GOL Media Private Limited (“Googly”), a company incorporated under the laws of India and bearing Corporate Identification Number (CIN) U72900DL2022FTC393597 with its registered office at House No. 28, 3rd Floor, NRI Complex, Greater Kailash Part-4, South Delhi, Delhi – 110019, India (“Company”/ “Googly”). If You do not agree to be bound by these Terms, You must refrain from using the Beta Platform and participating in the Beta Platform testing programme. These Terms must be read in conjunction with the Privacy Policy and other terms that Googly may introduce from time to time.

The Company/Googly and the User are hereinafter collectively referred to as the “Parties” and individually as a “Party”, as the context may require.

1. Definitions

- 1.1 “Beta Platform” shall mean the pre-release version of the gaming platform, and shall include without limitation all software, products, services, features, associated media, printed materials, electronic documentation, files, data and information, in connection with Googly’s website and mobile application(s), that Googly will make accessible to the User for receiving Feedback (defined hereinafter) in accordance with these Terms.
- 1.2 “Competitor” shall mean any person, firm, company or any other entity that provides products or services, or has any significant or material business, same as, or similar in nature to, Googly’s business.
- 1.3 “Intellectual Property Rights” shall mean any tradenames, domain names, labels, trademarks, service marks, any distinctive signs, patents, know-how, trade secrets and other confidential or proprietary information, designs, copyrights, or other intellectual property rights, in each case whether registered or unregistered and includes all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2. Scope

Googly is in the process developing a gaming platform and has developed the Beta Platform to allow a limited number of Users to download, access and/or use the Beta Platform, and for the said Users to provide Feedback to Googly regarding the quality and usability of the Beta Platform. The User has agreed to provide Feedback regarding the quality and usability of the Beta Platform. It is agreed between the Parties that the User is not an employee of nor is engaged by Googly and all claims in respect of due payments shall not be the responsibility of Googly.

3. License Use and Restrictions

- 3.1 Subject to these Terms, Googly grants to the User for a limited period as may be agreed separately, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Beta Platform solely for the purpose of evaluation, testing and analysis of the Beta

Platform, providing Feedback with respect to the Beta Platform and not for general commercial use.

- 3.2 The User is entitled to download, install, access and/or operate the Beta Platform solely for the purpose of performing its obligations under these Terms.
- 3.3 Googly does not grant the User the right to use the Beta Platform for any purpose other than the purpose stated therein, or to disclose, sell, transfer, reproduce, distribute, modify or create derivative works of the Beta Platform.
- 3.4 The User agrees not to modify, decompile, reverse engineer, decrypt, disassemble or otherwise attempt to derive the source code of the Beta Platform.
- 3.5 The User understands, agrees and acknowledges that the Beta Platform, or any reproductions thereof, will not be rented, leased, sold, sub-licensed, distributed, assigned or otherwise transferred to any third party.

4. Ownership

- 4.1 All title, interest, and ownership rights in and to the Beta Platform, as well as associated documentation, including any modifications, improvements, and enhancements made to the Beta Platform, and any copies of the aforesaid, are and shall remain vested in Googly or its subsidiaries and affiliates.
- 4.2 Except for those rights or licenses expressly granted under these Terms, no other rights or licenses are granted with respect to the Beta Platform, or any Intellectual Property Rights thereunder, either express or implied, to the User.

5. Feedback

- 5.1 The User expressly understands, acknowledges, and agrees that the User shall provide suggestions, comments and feedback with respect to the Beta Platform, including without limitation flaws, errors or imperfections discovered by the User regarding the quality and usability of the Beta Platform, and any bug reports and test results (“Feedback”). Googly shall be entitled to receive such Feedback from the User through questionnaires, email and any other mechanism made available to the Users . The User shall provide the Feedback in any medium any third party authorized by Googly to do so, instructs, including without limitation in writing, audio files and/or video files, and in accordance with any other instructions communicated by the Company. The Feedback may be collected through any website or application communicated by either Googly or any third party on Googly’s behalf, including but not limited to, Discord (<https://discord.gg/7r6KYPvw>). For avoidance of doubt, the User agrees and consents to receive communications from Googly, in pursuance of these Terms.
- 5.2 The User grants to Googly the absolute, worldwide, exclusive, perpetual, irrevocable, royalty-free, fully paid-up title, interest, rights, and ownership.
 - 5.2.1 To make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of its platform, any product, software, technology, service, specification or other documentation that is designed, developed, created, produced, provided, distributed and/or supplied by Googly (“Googly Products”).
 - 5.2.2 To publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Googly Products.

- 5.3 The User acknowledges that any improvements, modifications and changes to the Beta Platform, any commercial versions of the Beta Platform, or any Googly Products, arising from or in connection with the User's Feedback, shall be and remain the exclusive property of Googly.
- 5.4 The User shall not disclose any information in relation to the Beta Platform, including but not limited to the Feedback, the look and feel of the Beta Platform, and any information or data collected by the User from the Beta Platform, to any Competitor of Googly or such Competitor's directors, partners, officers, employees, agents, representatives or other affiliates.

6. Confidential Information

- 6.1 The User acknowledges that these Terms (including the knowledge of its existence), the Beta Platform and its look and feel, the Feedback, any information or data collected by the User from the Beta Platform, any Intellectual Property Rights that are owned by or licensed to Googly, and any other information communicated (either directly or indirectly in writing, electronically, orally or any other means of communication) by Googly or any third party authorised by Googly in pursuance of these Terms shall constitute the confidential information of Googly ("Confidential Information"). For avoidance of doubt, all Confidential Information shall be and shall remain the sole property of Googly and the User has no implied licenses or other rights in the Confidential Information, other than those licenses or rights that are expressly specified under these Terms.
- 6.2 The obligations set forth under this Clause 6 shall not apply to any portion of the Confidential Information, received by the User from Googly or ARM, which: (a) is legitimately available to the public or becomes available to the public through no fault, breach or action of the User; (b) is independently developed by the User without the use of any Confidential Information; (c) is rightfully obtained by the User from a third party who had the right to transfer or disclose it to the User without limitation; or (d) is in relation to any third party software and/or documentation provided to the User by Googly that is accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.
- 6.3 The User shall not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written approval of Googly. The User shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the Confidential Information, including preventing access to or display of the Beta Platform or the Feedback to any third parties.
- 6.4 The User shall not use any Confidential Information for any purpose other than as strictly required for the performance of the User's obligations under these Terms. The User shall not use the Confidential Information otherwise for its own or any third party's benefit without the prior written approval of Googly.
- 6.5 Upon written request of Googly at any time, at the option of Googly:
 - 6.5.1 Promptly return all Confidential Information (or the part thereof required in such request), including all copies, notes, summaries or extracts thereof, to Googly in a format and in any medium requested by Googly; or

6.5.2 Destroy the Confidential Information (or the part thereof required in such request), including all copies, notes, summaries or extracts thereof, in a manner specified by Googly (other than such copies required to be retained by the User in accordance with any applicable law) and promptly certify to Googly in writing that it has done so.

6.6 The User acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to Googly that may be difficult to ascertain, and Googly shall be entitled, without waiving any other rights or remedies, to seek immediate injunctive relief to enforce obligations under these Terms or other equitable relief.

6.7 This Clause shall survive the expiration or termination of Beta Platform testing programme.

7. Support

7.1 Googly may, at its discretion, provide the User with any maintenance, technical or other support for downloading, installing, accessing and/or using the Beta Platform. The User agrees to maintain compliance with any support rules and policies that Googly may provide to the User in order to receive such support.

8. Privacy Policy

8.1 The policy available at www.googly.gg is applicable to the access and use of the Beta Platform (“Privacy Policy”) and forms a part of these Terms. The User acknowledges and agrees that by undertaking its obligations under these Terms or by downloading, installing, accessing or using the Beta Platform, Googly may receive certain information about the User, including personally identifiable information. The User hereby consents to the collection, storage, use, processing, and disclosure of such information by Googly in accordance with the Privacy Policy.

9. Children

9.1 In the event that the User has not attained the age of Eighteen (18) years but has attained the age of Thirteen (13) years (“Minor User”), the parent or the legal guardian of the Minor User shall consent to the Minor User’s access to, and use of, the Beta Platform, and these Terms. The parent or legal guardian of the Minor User shall give their consent by providing the details set out in the “Parental Consent Form”. The completed and signed Parental Consent Form shall be delivered to Googly through an e-mail to social@googly.media. For avoidance of any doubt, the User shall not be under the age of Thirteen (13) years.

10. Third Party Software

10.1 Portions of the Beta Platform may include third party software and other copyrighted material (“Third Party Software”). The licensing terms and disclaimers for, and the User’s use of, Third Party Software shall be governed by the respective terms of such third party. All specifications and descriptions of the Third-Party Software are supplied by the respective vendor or supplier, and Googly shall have no responsibility with respect to the performance or use of the Third-Party Software. All understandings, agreements, or warranties, if any, take place directly between the vendors/suppliers and the User.

11. Representations and Warranties

- 11.1 The User hereby represents, warrants and covenants that:
 - 11.1.1 The User has either attained Eighteen (18) years of age or procured the consent of their parent or legal guardian in accordance with these Terms, provided that the User has attained the age of Thirteen (13) years;
 - 11.1.2 These Terms constitute as legal, valid and binding obligations of the User;
 - 11.1.3 The performance of any of the obligations under these Terms do not breach or conflict with any laws, regulations or the User's existing contractual relationships;
 - 11.1.4 No legal, administrative, or other proceedings investigations, inquiries, judgments, injunctions or restrictions of whatsoever nature are pending against the User that would preclude or negatively affect its ability to execute, deliver and perform, or to consummate the transactions contemplated under these Terms;
 - 11.1.5 It shall use best efforts to provide frequent, prompt and accurate Feedback on all aspects of the Beta Platform it is given access to;
 - 11.1.6 It has the right to enter into this these Terms and assign and grant the rights set forth herein, and that any Feedback which is provided by the User hereunder is original work created solely by the User and does not infringe any third party's Intellectual Property Rights;
- 11.2 THE BETA PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND GOOGLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE;
- 11.3 ANY DOWNLOAD, INSTALLATION, ACCESS AND USE OF THE BETA PLATFORM SHALL BE DONE AT THE USER'S OWN RISK AND GOOGLY SHALL NOT BE LIABLE FOR ANY DAMAGE TO, WITHOUT LIMITATION, ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SHOULD THE BETA PLATFORM PROVE DEFECTIVE, THE USER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION WITH RESPECT TO ITS COMPUTER SYSTEM, MOBILE PHONE/CELLULAR DEVICE AND/OR ANY LOST/DAMAGED DATA. IT IS THEREFORE UP TO THE USER TO TAKE ADEQUATE PRECAUTION AGAINST ANY AND ALL POSSIBLE DAMAGES RESULTING FROM THE BETA PLATFORM;
- 11.4 The User agrees and acknowledges that Googly has not launched any commercial versions of the Beta Platform, and Googly does not have any express or implied obligation to launch or make available to anyone such commercial versions in the future. In the event of Googly making available such a commercial version, it may have features or functionality that are different from those found in the Beta Platform and may not incorporate the User's Feedback.
- 11.5 This Clause shall survive the expiration or termination of Beta Platform testing programme.

12. Indemnity and Limitation of Liability

- 12.1 The User shall indemnify, defend and hold harmless Googly, its directors, officers, employees, agents and representatives for any damage, costs and loss (including all attorney's fees, costs and expenses for the dispute resolution) based on, arising out of, or in relation to or otherwise in respect of: (a) any breach of its obligations, representations or warranties under these Terms; (b) any action or claim initiated by a third party in connection with the Feedback, including, but not limited to, any claim relating to infringement of Intellectual Property Rights of any third party; (c) any liability, damages, costs or penalties incurred on account of any non-compliance with the applicable laws; (d) any and all damages, costs or expenses incurred by Googly in enforcing the indemnity set out herein.
- 12.2 The User shall keep Googly fully informed as to the progress of the defence in relation to any claim or action by a third party.
- 12.3 Googly shall not be liable to the User for, without limitation, loss of use; business interruption; loss of information or data; any incidental, consequential, special, indirect, exemplary or punitive damages of any kind, including loss of profits, regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise – whether arising out of the use or inability to use the Beta Platform (including but not limited to loss of data, data being rendered inaccurate, losses sustained by the User or any third parties, or a failure of the Beta Platform to operate with any other programs), even if Googly has been advised of the possibility of such damages.
- 12.4 This Clause shall survive the expiration or termination of Beta Platform testing programme.

13. Miscellaneous

- 13.1 **Notices.** Googly may give notices to the User by posting on the Beta Platform, and where possible, by electronic mail to the User's email address. All notices and other communications to be given by the User under these Terms shall be in writing and by e-mail to Googly at contact@googly.media.
- 13.2 **Governing Law and Jurisdiction.** These Terms shall be governed by, construed and enforced in accordance with, the laws of India and the courts at Delhi shall have exclusive jurisdiction.
- 13.3 **Waiver.** The failure, delay or omission of either Party to enforce any right or remedy available under, or to insist upon strict compliance by the other Party of any terms of, these Terms, shall not be construed to be a waiver, affect the right of such Party to thereafter enforce that or any other provisions of these Terms, or be a relinquishment to insist upon strict compliance in the future. No waiver shall be valid unless expressly given in writing by the Party from whom such waiver is sought.
- 13.4 **Severability.** Each and every obligation under these Terms shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part.
- 13.5 **Assignment.** The User shall not assign any of its rights or obligations under these Terms to any third party. Googly shall be entitled to assign its rights and obligations under these Terms to its group companies or any third party.

PARENTAL CONSENT FORM

I am the parent or legal guardian of _____ (“**Minor User**”), who is under Eighteen (18) years of age. I have reviewed and understood the Terms and agree to be bound the said Terms.

I hereby consent to the Minor User’s access to, and use of, the website (www.googly.gg), mobile application(s) (“**Beta Platform**”), and the services in relation to the Beta Platform owned and operated by GOL Media Private Limited (“**Googly**”).

I am aware that by undertaking the obligations under these Terms or by the Minor User downloading, installing, accessing or using the Beta Platform, Googly may receive certain information about the Minor User, including personally identifiable information. I hereby consent to the collection, storage, use, processing, and disclosure of such information of the Minor User by Googly in accordance with the Privacy Policy.

I, as the parent or legal guardian of the Minor User, release Googly, including its directors, officers, employees, agents, representatives, sponsors, and other affiliates from any and all liabilities that may arise from my decision to allow the Minor User to access the Platform operated, or services provided, by Googly.

Parent or Legal Guardian of Minor User

Name of Parent or Legal Guardian:
Date:
Phone Number:
E-mail Address: