

# FN 2042 SERIES POWERED BY WD\_BLACK

## 1. Tournament Terms and Conditions

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### 1.1 Terms and Conditions Binding (T&Cs)

These T&Cs apply to web sites and interactive services (individually a "Service" and collectively the "Services") owned or operated by American Future Tech Corp. and its subsidiaries and affiliates ("iBUYPOWER", "we" or "us"), which includes, without limitation, iBUYPOWER and its partners, sponsors, and white label partners. By signing up for an account and becoming a member to participate in any game or tournament offered on [ibuypower.com](http://ibuypower.com) or the official iBUYPOWER Discord Server(s) (the "Site" or "Sites") you confirm your knowledge of and agreement to be bound by the then most current version of these T&Cs, which can be accessed from the Site. iBUYPOWER may modify these T&Cs at any time, without advance notice. You are responsible for reviewing these T&Cs periodically for any modifications. Your continued use of the Site following such modifications signifies your acceptance of those modifications. Additional terms may apply to your use of any Service, including contest rules and eligibility. We will provide these terms to you or post them on the website pages to which they apply; they are incorporated by reference into these T&Cs. If there is a conflict between these T&Cs and any additional terms that apply to a particular Service, the additional terms will control.

As set out in more detail below, iBUYPOWER RESERVES THE RIGHT TO IMMEDIATELY SUSPEND AND/OR CLOSE THE ACCOUNT OF ANY MEMBER WHO VIOLATES, OR WHOM iBUYPOWER REASONABLY BELIEVES MAY BE OR WILL BE VIOLATING, THESE TERMS AND CONDITIONS OF SERVICE, AT ANY TIME WITHOUT NOTICE. Please note that if a member's account is closed due to any violations of the T&Cs, iBUYPOWER reserves the right to determine the member's eligibility in future events, tournaments, giveaways or other activations as we see fit.

### 1.2 Governing Law and Disputes

These Terms and Conditions will be governed by and construed in accordance with the laws of the California and the federal laws of the United States applicable therein, without regard to its conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of and venue in the courts of the California, USA in all disputes arising out of or relating to the Services. Notwithstanding any other provisions of these T&Cs, we may seek injunctive or other equitable relief from any court of competent jurisdiction. You agree that any dispute that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, other nations. By utilizing the Services and participating in Site activities, you certify that you meet the age and other eligibility requirements for the Site and the Services set forth in the T&Cs. If you do not meet the age and other eligibility requirements, please discontinue using the Site and the Services immediately.

### **1.3. Entire Agreement**

These T&Cs, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to a particular Service and the Privacy Policy), constitute the entire agreement between you and iBUYPOWER regarding the Services and cannot be modified by you, or any person affiliated, or claiming affiliation, with iBUYPOWER except by express written agreement.

### **1.4. Severability**

If any portion of these T&Cs is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers, liability limitations and commitment not to participate in class action proceedings set forth above, then the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs shall continue in effect.

## **2. Eligibility and Restrictions on Participation**

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### **2.1 Eligibility**

In order to sign up and maintain an account on the Site, an individual must:

- be a natural person, at least 18 years old, and who has had the email address submitted on the account sign up form assigned to their use and control as represented;
- be a citizen or resident of a country ("Territory") where skilled gaming is legal (as applicable from state to state within a given Territory);
- be physically located in a Territory in which participation in the Service you select, or the Site, is unrestricted by applicable laws; and comply with these T&Cs and event eligibility (confirmed collegiate attendance, for example) at all times.

All signed up account holders may play free or non-prizing tournaments on the Site (subject to the age rating of the game). Members over the age of 18 or from certain Territories may choose to also play pay-to-enter games and tournaments. Officers, directors and agents of iBUYPOWER and its affiliates are not eligible to participate.

Additional Information for U.S. Citizens and Residents: The laws governing contests, tournaments and skilled gaming with entry fees and/or prizes are established by each individual state, not by the federal government. As such, iBUYPOWER CANNOT, and therefore DOES NOT, offer fee-based tournaments or games with prizes to residents of the following states: Louisiana, Montana. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

If you open an account and/or participate in any tournament or game offered on the Site while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and these T&Cs, and subject to having your account suspended or terminated and all winnings (if any) voided.

### **2.2 Sign-up Information Required**

The information provided must be true, accurate, current and complete, as requested. You agree to update the sign up data as necessary to keep it current and accurate. If iBUYPOWER determines you are signing up with purposely incorrect information, iBUYPOWER reserves the right to close your account. Knowingly submitting incomplete or inaccurate information will result in immediate termination of your account and forfeiture of any prizes or winnings to which you may have otherwise been entitled. iBUYPOWER also reserves the right, in its sole discretion, to change and/or suspend/terminate offensive usernames.

### **2.3 Local Laws**

You are subject to all laws of the province, state, and/or country in which you reside and from which you access the Services, and are solely responsible for obeying those laws. You agree iBUYPOWER and its affiliates cannot be held liable if laws applicable to you restrict or prohibit your participation. iBUYPOWER and its affiliates make no representations or warranties, implicit or explicit, as to your legal right to participate in any tournament offered on the Site nor shall any person affiliated, or claiming affiliation, with iBUYPOWER and its affiliates have authority to make any such representations or warranties.

iBUYPOWER and its affiliates reserve the right to monitor the location from which you access the Site and to block access from any jurisdiction in which participation is illegal or restricted.

### **2.4 Proof of Eligibility**

iBUYPOWER may at any time require any member to provide proof of eligibility to participate in order to continue to allow such member access to the Site and the Services, and each member hereby acknowledges and accepts this condition of their participation as a reasonable measure to ensure the security of the Site. In addition, each member will be required to provide proper identification and proof of eligibility prior to receiving a prize from iBUYPOWER. Participants may, at their option, pre-confirm their identification at any time. FAILURE TO PROVIDE EVIDENCE OF IDENTIFICATION AND/OR ELIGIBILITY SATISFACTORY TO iBUYPOWER, IN ITS SOLE AND ABSOLUTE DISCRETION, SHALL RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE MEMBER'S ACCOUNT.

### **2.5 Limitations on Participation**

You are only permitted to sign up for one active account on the Site. BUYPOWER reserves the right to monitor any effort to establish multiple accounts. In the event it is discovered that you have opened more than one account, all accounts will be closed without notice. iBUYPOWER reserves the right to deny access to anyone, including, but not limited to, those members who use proxy servers and/or IP addresses residing in certain geographical areas.

iBUYPOWER reserves the right to limit your activity on the site in any way it deems appropriate, in its sole discretion. The Site reserves the right to set expiration dates or other limits on all promotional or bonus funds or credits, including entry-fee bonuses or credits and prize credits applied to your account.

### **2.6 Accounts for Individual Use Only**

You, as the holder of your account, are solely responsible for all obligations and, assuming compliance with these T&Cs, are entitled to all benefits accruing thereto. You may not allow any other person to access your account, access the Site, accept any winnings, or participate in any tournament using your

account information. Your account is not transferable to any other person. All activities undertaken under a member's account will be deemed to have been done by that member.

## **2.7 Violation of the T&Cs and Abuse: Liability**

Any member who displays behaviour which may be interpreted as the use of unfair methods on the Site, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play, intentionally poor play in certain games in order to achieve a broader competitive advantage (i.e. "sandbagging"), harassment of other participants, posting of objectionable material, any breach of these T&Cs, or any breach or attempted breach of the security of your account or the Site (collectively, "Abuse"), shall be subject to immediate sanction (as determined by iBUYPOWER in its sole discretion), up to and including account termination and blocking of Site access, the voiding of any winnings, in the case of money laundering or any other illegal activity, disclosure to the appropriate police authorities, and legal action at the sole discretion of iBUYPOWER.

## **3. Privacy**

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### **3.1 Privacy Policy**

Our Privacy Policy describes our practices concerning data that you provide or that we may collect about you through the Services, and you consent to our use and disclosure of such data in compliance with the Privacy Policy. As more described in the Privacy Policy, when you accept any prize in connection with the Services, you will execute a release which will constitute your consent for iBUYPOWER's disclosure of personal information for the promotional purposes described in Section 3.2.

### **3.2 Express Consent for Business Purposes and Promotional Activities**

When you sign up for an account, we ask for your consent so that iBUYPOWER and its affiliates may display your username and tournament records and other usage information collected through the Site, for the purpose of promotion, including the promotion of tournaments and games, iBUYPOWER and its affiliates. By accepting any prize from iBUYPOWER and its affiliates, you agree to allow iBUYPOWER and its affiliates to use, distribute, modify, adapt, reproduce, print, publish, publicly display, and broadcast, royalty-free, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional or related purposes without additional compensation.

### **3.3 Third-Party Payment Processors**

iBUYPOWER uses third-party electronic payment processors and financial institutions ("Payment Processors") to process entry fees, refunds and prizes to and from you. The information that we provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the Privacy Policy. You irrevocably authorize iBUYPOWER to instruct such Payment Processors to handle entry fees, refunds and prizes for you as reasonably required to provide you the Services and you irrevocably agree that the Company may give such instructions on your behalf in accordance with your requests as submitted through the Site, or via instructions to Customer Support. You agree to be bound by the terms and conditions of use of each

applicable Payment Processor, and in the event of a conflict between these T&Cs and the Payment Processors' terms and conditions, then these T&Cs shall prevail. You agree that iBUYPOWER is not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third-party in connection with your use of the Services or the Site.

### **3.4 Submissions**

If you submit or transmit audio, video, or text materials to the Site, including, but not limited to, comments, questions, suggestions, drawings, or computer programs (collectively, "Submissions"), you grant to iBUYPOWER and its affiliates, its partners and distributors, a non-exclusive, worldwide, royalty-free, fully sub-licensable license, to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate and create derivative works of those Submissions, and your name, voice, likeness and other identifying information where part of a Submission, in any form, media, or technology of any kind now known or developed in the future, for the purpose of developing and marketing game products and tournaments. You hereby waive any moral rights you may have in such Submissions. Except as provided in the Privacy Policy, Submissions shall not be subject to any obligation of confidence on the part of iBUYPOWER and its affiliates.

You represent and warrant that you have all rights necessary to grant to iBUYPOWER and its affiliates the license above and that none of your Submissions are defamatory, violate any rights of third parties, including, without limitation, any intellectual property rights, or violate applicable laws.

## **4. Games**

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### **4.1 Skilled Gaming for Prizes**

Each member acknowledges that the outcome of the matches and tournaments offered on the Site are directly related to the number of members participating, and the skill levels of each member participating. iBUYPOWER does not comment or have knowledge of the probability of one member winning a match vs. another member, and makes no representations about an individual member's chances of winning.

Prizes are generally cash amounts, which are paid to you through electronic third party payment processors. The prizes offered in all tournaments will be disclosed at the beginning of such tournaments. If a tournament has to close prematurely, such as for maintenance or technical problems, the Site may attempt to reschedule, or process refunds if applicable.

### **4.2 Determination of Winners**

The results and winners of each tournament offered on the Site will be determined by iBUYPOWER, and such determinations are final. By signing up, joining and/or participating in any tournament, you agree to be bound by these determinations.

### **4.3 Game Play**

The Site is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnects from your game play on your platform, or any incorrect or inaccurate results that may be posted on your online game. You may not: (a) gain unauthorized access to the Site's

systems or any account (other than your own), interfere with the communications, procedures or performance of the Site or deliberately damage or undermine the Site; (b) affect the outcome of your online game play on your platform by means of or with the assistance of macros, bots, automated programs, screen analysis utilities, player collusion, to otherwise commit fraud in relation to the Site; or (c) alter the human skill component of any game played on your platform. Any attempt to do so is a violation of both civil and criminal laws and will result not only in the termination of your user account and forfeiture of all winnings, bonuses and incentives to which you would otherwise be entitled, but potentially lead to civil and/or criminal prosecution. The Site, in its sole discretion, reserves the right to terminate any person's account who is suspected of tampering with their game results for the tournament entered, or who otherwise violates these rules and to seek legal enforcement to the greatest extent possible, including referral to criminal prosecution authorities.

### **Disputes:**

First time offenders deemed to have knowingly violated the T&Cs may receive an initial warning along with a minimum penalty of a ninety (90) day account suspension or permanent suspension. Repeat offenders will be deemed to be intentionally violating the T&Cs and will face a minimum six (6) month suspension for a second violation and permanent suspension for a third violation or permanent suspension overall.

### **Any dispute filed without evidence will be considered invalid.**

**Match Result Disputes:** Any and all match evidence must be sent to our support team within twenty (20) minutes of the scheduled match start time. Site administrators will then review and examine match evidence and will be solely responsible in assigning the win to the appropriate user and/or team(s) as soon as possible. Any dispute that is filed without evidence will be considered invalid. If only one party submits evidence during this twenty (20) minute time frame the user that provides the evidence will be deemed the winner of the match, while the opposing user will receive a loss. If no evidence has been reported by either party within the twenty (20) minute time frame the match will be cancelled, marked as incomplete, or accepted as complete with prior submitted results. Once a match has been cancelled, marked incomplete, or marked complete the results are irreversible and cannot be adjusted. iBUYPOWER has the sole discretion to ask users to provide additional evidence in order to determine the accurate winner. After twenty four (24) hours all match results will be final with no undoing, cancelling, or re-assigning winners.

**Unresolved matches:** If a winner cannot be established from an investigation by the iBUYPOWER Community team then the match will be cancelled.

**Claiming a false win:** If a user claims a "win" in a match that was either not played, or not completed, or drawn, or lost, an automatic forfeit and suspension will be issued, following on the suspension guideline listed above.

**Submitting false evidence:** If a user submits "false evidence"; evidence that has previously been submitted or archived from a previous match, evidence that has been altered in any way, or false evidence that has been created, then that user will automatically forfeit the match and immediately face a suspension, based on the suspension guideline listed above.

**Abusive behaviour on platform:** Any abusive, obscene, lewd, threatening or insulting behaviour by a user towards iBUYPOWER Community staff or other players on the iBUYPOWER Site will result in their immediate suspension for an indefinite period of time as determined by iBUYPOWER Community staff. Sending multiple tickets associated with the same issue will result in disciplinary action following the suspension guideline.

**Cheating:** Any users who are caught cheating/boosting their statistics in any match on iBUYPOWER will be suspended, based on the suspension guideline listed above. If cheating or boosting of records occurs during any bracket, leaderboard, or other style tournament, the user will be immediately disqualified with no entry fee reimbursement.

**Lagging and IP Booting:** Users who are caught lagging/IP booting matches will face an automatic loss and suspension. The suspension penalty will follow the suspension guideline listed above. When disputing a lagging match, video evidence of the lag is required in order for your dispute to be validated. You must be able to provide video evidence that clearly identifies the exit of the match. When playing a match with a poor connectivity level, be sure to quit before either you or your opponent gain a significant advantage in the match. When a user disconnects from a match while their opponent has a significant advantage, the user who disconnected will receive an automatic loss. If the match is played and completed in its entirety, the results of the match will stand. The iBUYPOWER Community team has the sole discretion to adjust end match results at any time.

## 5. Financial

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### 5.1 Entry Fees and Prizes

If and/or when a member participates in a pay-to-enter game or tournament (a "Cash Game"), any entry fees for such Cash Games paid by the member represent a "Platform Fee" to iBUYPOWER made solely for facilities provided by the Site for the setting up and management of all Cash Games. By participating in a Cash Game and paying this fee to iBUYPOWER, each member acknowledges that these funds are held by iBUYPOWER for such Services and that the member grants an irrevocable authority to iBUYPOWER to pay the winner of the Cash Game the prize associated with such Cash Game.

Should an entry fee apply, Members should also be aware that the total entry fees paid by members in any given Cash Game are not paid out as prizes, as iBUYPOWER retains part of the entry fees paid as a service fee on all Cash Games played. This fee allows for the continued operation and maintenance of the Site and the development of additional features and content for the Site in the future. The cash prizes in each tournament represent an amount determined by iBUYPOWER in its absolute discretion and is subject to change without further notice to you.

### 5.2 Prize Payments

Your winnings are awarded to you in their entirety, and all federal, provincial, state, and local taxes due in connection with any winnings awarded to you are your sole liability and responsibility. The total prize pool for "**FN 2042 SERIES**" is **USD\$2250**.

Winnings will be distributed to the officially nominated single account holder provided by the team representative (team captain, school, organization) or otherwise notified account holder by the collegiate association in which the member(s) are affiliated. iBUYPOWER reserves the right to officiate the distribution of prize payments as we deem necessary.

### **5.3 Currency**

You hereby acknowledge and agree that:

- all references to dollars or "\$" on the Site are references to U.S. dollars ("USD"), and all transactions (entry fees, refunds and prizes) will be denominated in USD unless otherwise expressly stated;
- as a result, if you make a payment to, or you receive a payment from, us in connection with your use of this Site, currency conversion may apply;
- for the purpose of allowing you to make a payment to or receive a payment from us, all currency conversions shall be executed by an exchange rate offered by your financial institution; and
- in every case, it is your responsibility to monitor and accept the exchange rate(s) offered and service charge(s) by your financial institution before proceeding with any transaction with the Site involving an exchange of currency.

IN EVERY CASE, AND WITHOUT LIMITING SECTION 10.1, iBUYPOWER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY CURRENCY CONVERSION IN CONNECTION WITH THIS SITE, INCLUDING WITH RESPECT TO ANY POSTED OR ACTUAL RATES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO AUTHENTICITY, ACCURACY, COMPLETENESS, ERRORS, OMISSION, TYPOGRAPHIC ERRORS, DISRUPTION, DELAY, INTERRUPTION, FAILURE, DELETION, OR DEFECT IN CONNECTION WITH SUCH RATES, AND FURTHER EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR ANY AND ALL LOSSES DUE TO CHANGES IN EXCHANGE RATES WHICH MAY OCCUR.

## **6. Intellectual Property Rights Protected**

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### **6.1 Acknowledgment of Proprietary Rights**

By signing up for an account and/or participating in any tournament or game offered on the Site, or using the Services, you acknowledge that all content included in the Services, including all Site design, text, graphics, photos, audio, video, the selection and arrangement thereof, and all software that forms part of the Services (collectively, the "Content") is owned or licensed by iBUYPOWER and/or its licensors. You agree to not modify, publish, participate in the transfer or sale of, create derivative works from, or in any way exploit the Content, except that you may download one copy for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. iBUYPOWER neither warrants nor represents that your use of the Content will not infringe rights of third parties. While iBUYPOWER uses reasonable efforts to include accurate and up-to-date information, iBUYPOWER makes no warranties or representations as to the accuracy or completeness of any Content and assumes no liability or responsibility for any errors or omissions in the Content.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed and forming part of the Content, including the names of all games and tournaments, are registered and unregistered Trademarks of iBUYPOWER and/or others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Trademarks displayed on the Site without the written permission of iBUYPOWER or such third party that owns the Trademark displayed on the Site. Your misuse of any Trademark displayed on the Site, or any other Content, except as provided in these T&Cs and applicable copyright, trademark, patent, or other intellectual property restrictions, is strictly prohibited.

You are also advised that iBUYPOWER will aggressively enforce its intellectual property rights to the fullest extent of the law, including but not limited to, the active pursuit of civil litigation and referral for criminal and quasi-criminal prosecution where appropriate.

## 7. Site Rules of Conduct

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### 7.1 iBUYPOWER Discord Policy

Rules of Conduct:

- The Site reserves the right to temporarily or permanently ban members who violate these rules of conduct, or who in any way abuse the community purpose of the chat areas of the iBUYPOWER Discord.
- The Site reserves the right to remove any posts for any reason.
- Obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind will not be tolerated.
- Impersonating other members is not allowed.
- Opinions or comments on the subject at hand are welcomed, but attacking (flaming) individuals, companies or products is not allowed
- Advertising or promotion of other companies or URLs is not allowed.
- Do not share personal information (your name, phone number, home address, password) with others on the Site.
- No advertising of any kind is allowed in messages.
- No copyright materials are allowed in messages.
- Information disclosed in the iBUYPOWER Discord becomes property of iBUYPOWER and is revealed to the public. iBUYPOWER is not responsible for any information you choose to disclose to others.
- Advanced fonts, Java, tables, HTML, or other programming codes or commands are not allowed in messages.

### 7.2 Esports Code of Conduct

By signing up for an account and/or participating in any game or tournament offered on the Site or otherwise affiliated with iBUYPOWER, you agree to refrain from engaging in any behaviour causing or likely to cause harm to or reflect negatively upon the brand, reputation, or goodwill of iBUYPOWER, including those of its affiliates, sponsors, and business partners. Members are expected to behave in a

manner consistent with the AnyKey Keystone Code of Conduct available at [Keystone Code](#), which includes, but is not limited to, standards of honesty, respect, equality, and fair play. iBUYPOWER reserves the right, in its sole and exclusive discretion, to monitor and evaluate any member's past or present activity or online communications in assessing compliance with this term. In the event any member is found to be engaging, to have previously engaged, or is suspected to have engaged in behaviour that is contrary to the rules, standards, and values expressed herein, iBUYPOWER hereby reserves the right to suspend or terminate any member's account, to block Site access, disqualify them from any tournament, void winnings, and in the event illegal activity is discovered, to disclose member information to law enforcement, and/or to commence legal action at the sole and exclusive discretion of iBUYPOWER.

### **7.3 Member Feedback Policy**

While using the Services, and as a continuing condition of your use of the Site, you agree to comply with the Site's policy on feedback. Abuse of the Site's feedback system undermines the integrity of the feedback system and decreases trust within the community. iBUYPOWER is not legally responsible for the remarks that members post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback, therefore the member would be responsible for it. There are limited occasions when iBUYPOWER will remove feedback comments.

iBUYPOWER will remove feedback ratings and comments if they meet the standard for feedback abuse or members mutually agree. Feedback that meets any of the circumstances below is feedback abuse and may be subject to removal:

- iBUYPOWER is provided with a court order finding that the feedback is libelous, slanderous, defamatory or otherwise illegal.
- The feedback comment contains profane, vulgar, obscene, or racist language or adult material.
- The feedback comment contains personal identifying information about another member, including real name, address, phone number, e-mail address, etc..
- The feedback comment contains links or scripts.
- Feedback left by members who are indefinitely suspended for certain policy violations or are in violation of the T&Cs.

If members suspect that feedback left for them is in violation of the Site's feedback policy and constitutes abuse, they are encouraged to email [marketing@ibuypower.com](mailto:marketing@ibuypower.com) to report this violation. iBUYPOWER will also offer the opportunity to members to withdraw feedback if both members mutually agree to the removal of a specified comment or feedback rating. Both members must email [marketing@ibuypower.com](mailto:marketing@ibuypower.com).

### **7.4 Anti-Spam Policy**

iBUYPOWER prohibits any activity commonly referred to as "Spam". Members who are reported and whose claims of "Spam" are validated by iBUYPOWER will have their respective accounts either immediately TERMINATED or SUSPENDED, at the sole discretion of iBUYPOWER.

Additionally, any winnings (if any) may be voided at the sole discretion of iBUYPOWER. iBUYPOWER defines "Spam" as:

- Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient;
- Messages posted to social media that are off-topic (unrelated to the topic of discussion), or posted in excessive volume;
- Solicitations posted to Discord rooms, or to groups or individuals via Internet Discord or "Instant Messaging" system (such as Skype), or the iBUYPOWER Discord;

iBUYPOWER may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

**Account Suspension:** Upon the receipt of a credible and validated complaint, iBUYPOWER may also elect to immediately suspend the membership of the member implicated in the abuse. Suspension serves as a "Final" warning and will prevent the member from continuing their abusive "Spamming" behaviour. iBUYPOWER will evaluate each validated abuse incident on a case-by-case basis and impose Termination or Suspension at its sole discretion, and may void any associated winnings. The Site reserves the right to lift the suspension of a member at any time, at its sole discretion.

**Account Termination:** Upon the receipt of a credible and validated complaint, the Site may immediately terminate the membership of the individual member implicated in the abuse and may void any associated winnings.

## **7.5 Abuse Reporting**

If you wish to report a violation of our Anti-Spam Policy, please forward all evidence of abuse to [marketing@ibuypower.com](mailto:marketing@ibuypower.com) Please refer responsibly.

## **8. iBUYPOWER Rewards**

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### **8.1 iBUYPOWER Rewards (earning, winning & redemption)**

iBUYPOWER Reward Points ("Reward Points") are loyalty reward tokens awarded to members in good standing at iBUYPOWER, if any. Tokens can be earned for completing a variety of member gaming and site activities. Reward Points may also be awarded as prizes for tournament results, as part of a promotion, or at the discretion of iBUYPOWER for any behaviour deemed warranted at any time.

A member's iBUYPOWER Tokens balance will appear on their personal account home page on the relevant Site(s). The USD value of a iBUYPOWER Reward Point is zero. The iBUYPOWER Rewards program and member balances can be cancelled at any time at the absolute discretion of iBUYPOWER.

## **9. Termination**

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### **9.1 Account Termination**

iBUYPOWER reserves the right to terminate your account, limit or prohibit your participation in any game or tournament.

By signing up for an account and/or participating in any tournament or game offered on the Site, you consent to allow iBUYPOWER to access your account information to investigate complaints or other allegations of abuse.

If applicable, all charged monies (entry fees), will be returned to the member. All winnings (if any) may be voided at the sole discretion of iBUYPOWER.

Any person whose access has been suspended or terminated may not re-sign up for, or re-access, the Site without our prior written consent. You are responsible for everything that is done on or through your account while you are a member of the Site.

## **9.2 Forfeiture and Account Suspension/Termination**

As described in the Site Rules of Conduct, iBUYPOWER is committed to taking all necessary measures to prevent anything that gives a member an unfair advantage over another member. We are also committed to ensuring that the iBUYPOWER environment is an enjoyable place to work and play. We reserve the right to take immediate action in the event that we believe a member is failing to observe the terms of the Rules of Conduct.

As described below, if you are found to be violating the iBUYPOWER Rules of Conduct, we may suspend or revoke your account, void your scores, change your feedback and/or commence legal proceedings against you. iBUYPOWER may cooperate with legal authorities and third parties in the investigation of any suspected or alleged crime or civil wrong.

iBUYPOWER reserves the right, in its sole discretion, to take any or all of the steps described above if it determines, acting reasonably, that: (i) you have breached any term of these T&Cs; (ii) you are participating in any attempt to defraud iBUYPOWER or the Site through the use of Credit Cards or other methods of payment, regardless of the outcome; (iii) you have failed to honour legitimate charges or requests for payment, or you have 'charged back' or denied any of the purchases that you made to your Account (if any); (iv) you are participating in any attempt to cheat another member through collusion or other techniques, regardless of the outcome; or (v) you become bankrupt or subject to analogous proceedings anywhere in the world.

For breaches of the T&Cs (including the Rules of Conduct) that are deemed by iBUYPOWER, in its sole discretion, to be unintentional or less serious, first time offenders may receive an initial warning and may have their Account suspended at the discretion of iBUYPOWER. Repeat offenders will be deemed to be intentionally violating the T&Cs.

## **9.3 No Waiver Implied**

The failure of iBUYPOWER to enforce at any time any of the provisions of these T&Cs, or the failure to require at any time performance by you of any of the provisions of these T&Cs, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of the iBUYPOWER to enforce each and every such provision thereafter. The express waiver by the iBUYPOWER of any provision, condition or requirement of these T&Cs shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

## 9.4 Termination

You are entitled to close your Account at any time by contacting Customer Support. iBUYPOWER will respond to your request within a reasonable time provided that you continue to assume responsibility for all activity on your Account until such closure has been effected by us. iBUYPOWER is entitled to terminate these T&Cs immediately on notice (or attempted notice) to you at the email address you have provided iBUYPOWER.

## 10. Disclaimer of Warranties

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YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. iBUYPOWER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. iBUYPOWER MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, (V) YOUR MESSAGES, DATA OR INFORMATION, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST, AND (VI) ANY ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM iBUYPOWER, OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE T&Cs.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, LIABILITY OF iBUYPOWER WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THE T&CS, THEN THIS DISCLAIMER OF WARRANTIES WILL OVERRIDE IT.

## 11. Limitation of Liability

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YOU AGREE THAT iBUYPOWER AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF iBUYPOWER AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES

PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE IN CONNECTION WITH THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, iBUYPOWER AND ITS AFFILIATES ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISE OUT OF OR IS ANY WAY CONNECTED TO YOUR USE OF THE SERVICES, LIABILITY OF iBUYPOWER AND ITS AFFILIATES SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL OF ANY GAME OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF THE SERVICES PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST iBUYPOWER AND ITS AFFILIATES, OR (II) US\$100.00.

## 12. Indemnification

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BY SIGNING UP FOR AND/OR PARTICIPATING IN ANY SERVICES OFFERED ON THE SITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AMERICAN FUTURE TECHNOLOGY CORP., ITS SUBSIDIARIES, AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, VENDORS, PARTNERS, CONTRACTORS, AGENTS, LICENSORS OR OTHER REPRESENTATIVES OF EACH OF THEM AND ALL THEIR SUCCESSORS AND ASSIGNS(COLLECTIVELY, THE "INDEMNITEES") IN RESPECT OF ALL CLAIMS, COSTS (INCLUDING LEGAL FEES AND COSTS), DAMAGES, LIABILITIES AND EXPENSES OR OBLIGATIONS OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR MISUSE OF THE SERVICES (INCLUDING WITHOUT LIMITATION USE OF YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU). iBUYPOWER RETAINS THE RIGHT TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY CLAIM SUPPORTING INDEMNIFICATION, AND IN SUCH CASES YOU AGREE TO COOPERATE WITH US TO DEFEND ANY SUCH CLAIM. YOU WILL NOT SETTLE ANY CLAIM COVERED BY THIS SECTION 12 WITHOUT iBUYPOWER'S PRIOR WRITTEN APPROVAL.

## 13. Hacking, Tampering, or Unauthorized Access

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By signing up for an account and/or participating in any tournament or game offered on the Site, you agree without limitation that iBUYPOWER is not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or your account.

Any attempt to gain unauthorized access to the Site's systems or any account, interference with procedures or performance of the Site, or deliberately damaging or undermining the Site is subject to civil and/or criminal prosecution and will result in immediate termination of your account and forfeiture of any prizes to which you are otherwise entitled.

Any attempt to participate in any tournament or game offered on the Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to the Site, will result in active pursuit of civil litigation and/or criminal prosecution, termination of your account, and forfeiture of all prizes to which you might otherwise be entitled.