

TERMS & CONDITIONS

Introduction

By using Billiond's services, you agree to the following Terms and Conditions and the way Billiond operates.

These Terms and Conditions apply to the relationship between Billiond LLC "Billiond", www.billiond.com, and the end user, constituting the agreement and replacing all prior commitments and statements, whether written or oral, between the user and Billiond regarding the use of the systems and services offered.

The information on Billiond's pages, such as the "How it works" section, is only recommendations and not intended as guidelines. Billiond is not responsible for the actions of users or other individuals who have read or been informed through other channels or written material.

Billiond is committed to following and respecting local tax legislation for the sale of offer packages and goods in the countries where it operates.

Billiond may modify these Terms and Conditions to offer new products and/or services or to comply with legal, regulatory provisions, or adhere to binding measures adopted by competent authorities.

Except in the cases mentioned above, if Billiond intends to make substantial changes to the Terms and Conditions, it will notify users with at least 7 days' notice.

Acceptance

Acceptance of these Terms and Conditions is necessary to use the services offered by Billiond and to register on the platform.

By doing so, you accept and are bound by these Terms and Conditions, otherwise, you will not be able to use all the features of Billiond.

Eligibility

By accepting the Terms and Conditions and/or registering on Billiond, you confirm that you are at least 18 years old or the necessary age, according to applicable laws, to engage in a binding contract.

By using Billiond, you warrant that you have the rights, authority, and capacity to accept this agreement and comply with all its Terms and Conditions.

Billiond employees and their families cannot, under any circumstances, participate in the Tournaments offered by the platform.

Products and services are offered exclusively to private users, excluding all commercial resellers.

The user cannot use any external software to gain advantages over other users, otherwise, the conditions indicated in the "Account Closure" section apply.

Registration

To use the services, it is necessary to reside in a state or jurisdiction where Billiond operates.

Only one account per person is allowed; if attempting to open more than one account, the account can only be used by the registering user and no one else.

All provided information must be truthful, complete, and correct, and any changes that may affect the service and its effectiveness must be immediately notified to Billiond.

In the registration process, you must choose a username and password for logging into Billiond, in specific circumstances, Billiond may limit the number of accounts per household.

You must choose a username that must not be offensive, indecent, misleading, or deceptive to other users or people, or can it be used to advertise or promote other websites or services, or provide links to other users.

Billiond may change usernames for any valid reason and is the arbiter of any matters in this regard.

Accounts are transferable only in exceptional cases and at the discretion of Billiond.

The Billiond Staff will never request sensitive information such as passwords and credit or debit card numbers from the user.

Non-sensitive information such as the profile username, verification numbers of identity documents, phone numbers, usernames of third-party payment service accounts may be requested for verification purposes.

Billiond is not responsible for any abuse or misuse of the account by third parties due to the intentional or accidental disclosure of login information.

Billiond is not responsible for any problems related to the user's email verification.

Virtual Items

The Services may include an opp in-game currency, including but not limited to virtual coins, points, credits, bonuses, collectibles and/or chips - all for use in the Services ("Virtual Items").

Virtual Items can be either won or obtained within the Services.

Virtual Items are licensed to you by us for your personal use through the Services, subject to the limitations and other terms set out in greater detail below.

Virtual Items can never be redeemed or cashed out for "real world" money, goods, or any other item of monetary value from Billiond or any other party.

You understand that you have no right or title in the Virtual Items appearing or originating in any of our Services, or any other attributes associated with an account or stored on the Services.

Your acquiring of Virtual Items is final and is not refundable, transferable or exchangeable, except in Billiond's sole discretion.

You may not transfer, purchase, sell, or exchange Virtual Items except as permitted from within the Services.

You may not attempt to sell, give or trade in the "real world" anything that appears or originates in the Services, unless otherwise expressly authorized by Billiond in writing.

Accordingly, you may not sublicense, trade, sell or attempt to sell in-game Virtual Items for "real" money, or exchange Virtual Items for value of any kind outside of the Services, without Billiond's written permission.

Doing so is a violation of these Terms, any such transfer or attempted transfer is prohibited and void and may result in termination of your account and/or legal action taken against you.

Other than a limited, personal, revocable, non-transferable, non-sublicensable license to use the Virtual Items with the Services, you have no right or title in or to any such Virtual Items appearing or originating with the Services, or any other attributes associated with use of the Services or stored within the Services.

Billiond retains the right to manage, regulate, control, modify and/or eliminate Virtual Items at its sole discretion, and Billiond shall have no liability to you or anyone for the exercise of such rights.

Prices and availability of Virtual Items are subject to change without notice.

In addition to the foregoing, Billiond may selectively remove or revoke Virtual Items associated with your account in its sole discretion.

Virtual Items may only be held by legal residents of countries where access to and use of the Services are permitted.

Virtual Items may only be acquired or awarded from us or through means we provide on our Services or otherwise expressly authorize.

Billiond does not recognize any purchases or transfers made outside of the Services on any other platform or e-commerce website, and shall not be liable for any claims or damages caused to the users with respect to Virtual Items purchased or obtained from third parties, and not through the means provided within the Services.

You acknowledge that Billiond is not required to provide a refund for any reason, and that you will not receive money or other compensation for unused Virtual Items when an account is closed, whether such closure was voluntary or involuntary.

All Virtual Items are forfeited by you if your account is terminated or suspended for any reason, in Billiond's sole and absolute discretion, or if the Services are no longer available.

If your account is terminated, suspended and/or if any Virtual Items are selectively removed or revoked from your account, no refund will be granted, no Virtual Items will be credited to you or converted to cash or other forms of reimbursement.

Payment

Payments within Billiond can be made through credit card, prepaid card, or debit card.

Amounts will be charged only at the time of purchase.

In a commitment to ensure maximum reliability and security for users, Billiond relies on external payment systems for the payment, in this case, Billiond reminds users that Virtual Items will be credited to the user's Balance (and therefore spendable) only upon receipt of confirmation of successful payment.

Transaction execution times vary and are not dependent on Billiond but on the specific payment system used.

Billiond is not responsible for all problems and errors during the transaction that are not directly caused by our servers.

These include:

- Malfunction of the user's phone, computer, and software
- Interruption/slowdown of the user's internet connection

Tournament Operation

To participate in Tournaments, users must be registered and have a quantity of Virtual Items equal to or greater than that indicated on the participation page of the respective Tournament; Virtual Items are necessary for participation, and the required amount may vary over time.

The duration of the Tournament is indicated on the participation page of the respective Tournament.

Upon confirmation of participation in a Tournament, the quantity of Virtual Items indicated on the Tournament page is deducted from the user's Virtual Items Balance.

Virtual Items spent on participating in a Tournament are non-refundable, except under special circumstances described below.

Once the Tournament has started, the user will play using their skills with the goal stated in the Tournament description.

The user is required to participate in a lawful manner and fully respect the Tournament rules and, above all, other users, otherwise, actions will be taken based on what is described below.

The Tournament page contains an updated real-time leaderboard, showing the top players/teams in order of score who participated in the Tournament.

Only after participating in the Tournament, the users can check their score and position.

At the end of the specified time period on the participation page of the respective Tournament, the winners will be announced according to the criteria indicated in the Tournament description.

Billiond is not responsible for errors, delays, or interruptions caused by the user's internet connection.

Conclusion of Tournament - Prize Acquisition

At the end of the Tournament, the winner or winners will receive a message confirming their victory, and the prize amounts will be credited to their Virtual Items Balance.

In the event of two or more winning users, the total prize will be divided equally among each winner.

Testimonial of Winnings

Billiond may request some users to provide a testimonial photo of winning the Tournament or receiving prizes.

The user will receive an email communication from the Billiond Staff specifying the request, and the user may also be rewarded for such a testimonial.

By sending such material, the user implicitly consents to the use of photos and videos for advertising purposes without any recourse against Billiond and/or affiliated companies involved in advertising campaigns.

Rules for Service Use

You agree to follow the following rules, agreeing not to publish, distribute, make available, or transmit any data, text, message, graphics, or computer files that we consider to be:

- Personal attacks on other individuals
- Intimidating, harassing, or otherwise bothering any other user of our services
- Contains personal data
- Vulgar, obscene, degrading, objectifies people, encourages or promotes sexually explicit acts (language or images)
- Offensive, sexist, racist, hateful, incites hatred against individuals or groups based on certain characteristics such as age, disability, nationality, ethnic origin, gender identity, or sexual orientation, or is discriminatory in any way (language or images)
- Depicts or facilitates gratuitous violence or dangerous activities, including violent threats to people or animals or encourages or promotes self-harm or behaviors that can cause injury or death
- Related to or promotes terrorism or terrorist organizations, including celebrating terrorist attacks or violence
- Linked or allows movements or organizations that commit, prepare, or claim acts of violence against civilians
- Capitalizes on or is insensitive to sensitive events such as those with significant social, cultural, or political impact, or a natural, public health, or civil emergency disaster
- Facilitates the sale of firearms, explosive devices, or ammunition
- Facilitates the sale of marijuana and related products such as products containing THC or CBD oils
- Facilitates the sale of tobacco in any form
- Encourages the illegal, inappropriate, or irresponsible use of alcohol
- A form of cheating, including but not limited to the use or participation (directly or indirectly) in the use of cheats, exploits, bots, hacks, mods, or any unauthorized third-party software designed to modify the services
- Encourages, supports, or facilitates illegal activities or the discussion of illegal activities with the intent to commit them
- Violates and/or infringes on any third-party rights, including, but not limited to: (a) copyrights, patents, trademarks, or other property rights; (b) the right to privacy (in particular, you must not

distribute any personal information about another person of any kind without their explicit permission) or advertising; (c) any confidentiality obligation

- Contains a virus or other harmful component, or otherwise tampers with, compromises, or damages our services or otherwise interferes with the use or enjoyment of the services by any person or entity
- Antisocial, disruptive, or destructive actions, including "flaming," "spamming," "flooding," "trolling," and "griefing"
- Promotes and/or generates money for oneself and/or for any third-party business
- Impersonates any person or entity or misrepresents your identity or affiliation with any person or entity
- Deletes any legal notices, disclaimers, or ownership notices such as copyright or trademarks, or modifies any logo that you do not own or have express permission to modify
- Generally does not relate to the designated subject or theme of the services

We absolutely do not allow threats or the use of any offensive, vulgar, blasphemous, or hateful language towards Billiond staff members.

In case we believe you have violated these terms, in addition to any other rights and remedies available to us, in severe cases, we may forward such communications to law enforcement authorities.

Furthermore, if we detect any possible fraudulent or criminal activity on your account or in connection with your account, we will investigate such activity and may suspend or permanently disable your account.

You may be warned, temporarily banned, or permanently banned if we believe you have not followed the rules or if we believe, in our sole discretion, that you have behaved inappropriately while using our services.

Additionally, in such circumstances, Billiond has the right to remove any Virtual Items from your account.

You will not be entitled to any refund or compensation for the removal of virtual items.

If you believe another user is violating these rules, please let us know here, however, we cannot and do not guarantee that other users will comply with or adhere to these rules, and we will not be responsible for the non-compliance of other users.

You and other users are responsible for your actions.

We reserve the right to remove or refuse to publish any material that we believe violates these Rules and, if deemed appropriate, to deliver such material to law enforcement, additionally, we reserve the right to comply with any order or otherwise cooperate with law enforcement regarding the identification of any user suspected of using our Services in violation of the law.

Who owns the content made available through the Services?

All content and information within the Services (including games) are either our property or licensed to us and are protected by intellectual property rights, examples include, but are not limited to: source and object code, trademarks, logos, graphics, photographs, videos, animations, games, and copyrighted text. Specifically, all names, titles, logos, and designs containing "Billiond" are exclusively our property.

You are not allowed to use the Services or any content or information therein in any way unless expressly permitted by these Terms or expressly allowed by us.

You are not allowed to decode, decompile, disassemble, or modify the Services in any way.

As part of our Services, you may be able to create, upload, transmit, share, or otherwise generate your own content, whether it be game text, artwork, video content, or any other work.

In submitting or transmitting your User Content, you must ensure that such User Content strictly complies with the Rules.

Your user content will be processed by us in accordance with our privacy policy.

While retaining ownership of your User Content, by submitting your User Content to our Services, you grant Billiond a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use, distribute, display, use derivative works of the User Content (including any modified versions) in connection with the Services, including promotional materials or marketing content that promotes the Services.

Unless prohibited by any applicable law, you waive any moral rights you may have in your User Content. Please note that Billiond may, at any time, remove User Content from the Services at its sole discretion without notice.

Additionally, Billiond may transmit your User Content to third parties where Billiond has reason to believe that your User Content may violate the intellectual property rights or right to privacy of third parties, or otherwise where your User Content may violate any applicable law.

You agree to indemnify us for any losses we incur as a direct result of any breach by you of any promises made in this section.

Social Channels

While Billiond does not oppose players using their gameplay footage for non-commercial purposes in good faith, Billiond fully reserves all intellectual property rights to all gameplay materials and videos and may remove such materials and videos at any time.

Please note that non-commercial uses include, but are not limited to, using Billiond materials and gameplay videos to promote a product for sale, and players should not attempt to publish advertisements or earn money, in any currency, using Billiond materials and products on the back end.

Players must ensure not to associate Billiond materials or brand with offensive, harmful, or illegal content at Billiond's discretion.

Monetization of videos on any social media channel through its advertising platform is generally acceptable.

Winning Limits

Billiond reserves the right to prevent participation in one or more subsequent Tournaments at any time if there are doubts about the player's lawful behavior, as this may have applied winning mechanisms that disrupt the proper functioning of the platform and the experience of other users.

Collusion Prohibition

Any form of collusion or teamwork is strictly prohibited on Billiond.

Collusion is an offense that occurs when two or more users seek to gain an unfair advantage over another user or users through an implicit or explicit agreement that alters the natural course of a Tournament.

Anyone contacted by one or more users with the aim of colluding is required to report the incident to the Billiond Staff.

In the event that Billiond detects a violation of this prohibition, the following measures may be taken against all involved users:

- Prohibition from participating in one or more subsequent Tournaments
- Temporary or permanent suspension of offending accounts
- Legal action, in collaboration with the competent authorities, against offenders

Prize Purchase

Shop Page - Prize Purchase

In the Shop page, users can purchase prizes from the catalog.

Payment is made using Virtual Items, the payment tool used within Billiond.

To purchase a product, the user must have a quantity of Virtual Items equal to or greater than that indicated on the product purchase page.

Once the purchase is confirmed, the corresponding quantity of Virtual Items will be immediately deducted from the user's Virtual Items Balance.

The user will receive a confirmation email summarizing the order and the expected delivery dates.

Product Shipping and Delivery

Once the purchase is confirmed, Billiond will strive to ship the products as soon as possible, it is important to note that shipping and delivery estimates are based on market supply and demand, therefore, the estimated dates are only indicative and are in no way binding.

The delivery of the goods will be made to the address indicated during the order completion, it is possible to modify these addresses at any time in the account settings.

Any additional shipping or customs charges are the responsibility of the user, unless otherwise specified.

Any obvious damage to the item or packaging resulting from transport must be immediately reported to Billiond by the recipient user.

If the packaging of the item is significantly damaged, delivery must be refused.

Billiond assumes no responsibility for damage to items reported more than 3 days after the delivery date.

The Right of Withdrawal is still applicable.

Right of Withdrawal - Purchase Refund

The buyer has the right to exercise the right of withdrawal on the purchase of a Prize from the Shop.

Items can be returned within 14 days from the delivery date, upon prior communication via email to Billiond.

Once the return is received, the Billiond Staff will examine the product's conditions.

In the case of a positive outcome, the Virtual Items quantity paid for the product purchase will be refunded.

If the product conditions are not suitable, Billiond will promptly communicate any alternative solutions to the user.

Both parties must work to outline a common agreement to find the best solution for both.

Any shipping costs for the return of items are the responsibility of the user unless otherwise specified.

Product Guarantees

All products are covered by the legal conformity guarantee reserved for those who purchase for personal use.

Failures or malfunctions caused by accidental events or the user's responsibility, or by use of the product not in accordance with its intended use and/or what is provided in the technical documentation attached to the product, are excluded from the scope of application of the Legal Guarantee.

In case of a properly reported non-conformity defect within the terms, the user has the right to repair or replace the goods without additional costs.

Order Cancellation

The user can cancel an order made in the Shop, provided that the goods have not already been shipped or delivered, by sending the request via email to the Billiond Staff.

The user will be refunded the Virtual Items spent for the order and any additional expenses incurred. Billiond may, at any time, cancel user orders in the event of the impossibility of finding or shipping the goods, in this case, the Virtual Items spent for the order and any additional expenses incurred will be refunded to the user.

Account Closure

The user can, at any time, express the will to close their own account, this operation can be carried out independently on the account page or by communicating via email to Billiond.

It is important to remember that the closure of the account is an irreversible operation, and therefore, any progress made as well as the entire Virtual Items Balance will be lost.

The account can be temporarily or permanently suspended in case Billiond has reasonable grounds to believe that the user has used it unauthorizably, in violation of these Terms and Conditions.

In case of account suspension, Billiond may proceed to cancel all ongoing deliveries, in the case of temporary suspension, all Virtual Items paid for the product for which delivery has been canceled will be refunded, unless otherwise indicated.

Where possible, in the absence of urgency for intervention, Billiond undertakes to provide the user with comprehensive communication via email indicating the reasons for the measure, the user must commit to allowing the finding of a common solution in accordance with these Terms and Conditions, Billiond, and other users.

Damages - Errors - Limitation of Liability

Billiond undertakes to observe with diligence and good faith these Terms and Conditions.

Billiond is not responsible for errors, slowness, or interruptions attributable to the user's internet connection, in the event such an event occurs, the user will have no legal right to the Virtual Items subject to the Tournament.

Each user expressly agrees that the use of Billiond is at the user's sole risk.

Billiond does not guarantee that any result can be obtained with the use of the platform.

Billiond cannot guarantee continuous access to the service: although it makes every reasonable effort to keep it uninterrupted, it cannot guarantee it and offers no promise or guarantee (explicit or implicit) regarding the availability of the services.

In the event that the Tournament closes irregularly, Billiond will notify this to users, identify and correct the problem, and provide a permanent or temporary solution if necessary, depending on the type of error that occurred, depending on the type of error that occurred, Billiond may reopen the Tournament from the point where it was interrupted for the correct continuation of the participation of all participating users, if this cannot happen, the Tournament will be eliminated, with the consequent refund of the Virtual Items spent by the user for participation.

Applicable Law and Jurisdiction

These Terms and Conditions, your use of the Platform and our entire relationship will be governed, and interpreted in accordance with, the laws of the State of Delaware in the United States, without regard for its choice of conflict of law principles.

The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.

Subject to clause 26, the parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity of these Terms and

Conditions, will be submitted exclusively to the courts in the State of Delaware, and you and we consent to the venue and personal jurisdiction of those courts.

Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.

You can contact customer care at any time via email at: info@billiond.com

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