

# Guild Esports PLC – Terms of Use

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE**

## **What's in these terms?**

The following terms of use (**terms**) apply to your use of the website of **Guild Esports PLC** (**Guild, we, us or our**), including any content, functionality, products and services offered on or through the website (collectively, the **Website**), whether as a guest or a registered user. These terms also apply to your use of our academy and other Guild services (**Additional Services**). In these terms, the Website and Additional Services are collectively referred to as the **Services**.

## **Who we are**

We are Guild, a company incorporated in England with company registration number 12187837 and whose registered office address is Craven House, 16 Northumberland Avenue, London, United Kingdom, WC2N 5AP.

## **By using the Services you accept these terms**

By using the Services, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use any of the Services.

We recommend that you print a copy of these terms for future reference.

## **There are other terms that may apply to you**

These terms refer to the following additional terms, which also apply to your use of the Services:

- our [Privacy Policy](#)
- our [Cookie Policy](#)

If you purchase goods from us, our [Terms and Conditions of Sale](#) will apply to the purchase.

## **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use any of the Services, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on the date noted at the end of these terms.

## **We may make changes to the Services**

We may update and change the Services (or any of them) from time to time to reflect changes to our products, our services, our users' needs and our business priorities, to update users on the latest Guild news, and for any regulatory purposes. We will try to give you reasonable notice of any major changes.

## **We may suspend or withdraw the Services**

We do not guarantee that the Services (or any of them) or any content, will always be available or will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Services for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Additionally, due to your geographic location, the Services or some of their features, services or content may be unavailable to you.

You are also responsible for ensuring that all persons who access the Services through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the terms.

### **You must keep your account details safe**

To access certain Services, you will be asked to provide registration details or other information, in order to use those resources. All the information you provide must be correct, current, and complete. From time to time, in order to access the Services or certain games, services or functionality, Guild may require some or all users to download updated or additional software. The terms of use of such software may be subject to separate agreement between you and Guild.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to anyone else.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms. Additionally, we reserve the right to change your display name if we deem it offensive, misleading, potentially infringing the rights of third parties or if you have been inactive for more than a year.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [contact@guildesports.com](mailto:contact@guildesports.com).

### **How you may use material provided via the Services**

We are the owner or the licensee of all intellectual property rights in the Services, and in the material published via the Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any pages from the Services for your personal use and you may draw the attention of others within your organisation to content posted on any part of the Services.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way from the Services, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Services must always be acknowledged.

You must not reproduce, sell or exploit for any commercial purposes any part of the Services, access to the Services or use of the Services or any services or materials available through the Services without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Services in breach of these terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Information on the Services

The content on the Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Services.

Although we make reasonable efforts to update the information on the Services, we make no representations, warranties or guarantees, whether express or implied, that the content on the Services is accurate, complete or up to date.

For the avoidance of doubt, we cannot and do not guarantee that using the Services will help you improve or develop as an esports player.

## We are not responsible for websites to which we link

Where the Services contain links to other websites and resources provided by third parties, those links are provided for your information only. Those links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

## Links to social media

Where the Services link to any of our social media pages, the terms and conditions of the relevant social media platform will apply. You are responsible for ensuring you have read and understood the social media platform's terms and conditions when accessing any social media platform and we will not be responsible for any content posted on that social media platform or for any failure by you to comply with the terms of any social media platform.

## User-generated content is not approved by us

The Services may contain various forums, networks, and other interactive features that allow users to post, submit, publish, display or transmit to Guild and other users (**Post**) content or materials (**User Contributions**) on or through the Services.

User Contributions that you Post or control must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, offensive, racist, sexist, derogatory, invasive of privacy or infringe any third party's intellectual property rights

User Contributions that you Post or control must not be harmful to third parties or objectionable.

User Contributions that you Post or control must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings or any form of "spam".

Any User Contribution that you Post will be considered to be non-confidential and non-proprietary, and you grant Guild a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such User Contribution throughout the world in any media; however Guild will share personal information that you provide only in accordance with Guild's [Privacy Policy](#).

You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you Post at the time of Posting; that the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these terms or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity. You understand that your User Contributions may be copied by other Services users and discussed on and outside of the Services, and if you do not have the right to submit User Contributions for such use, Posting them may subject you to liability.

Guild takes no responsibility and assumes no liability for any content Posted by you or any third party.

Guild has the right but not the obligation to monitor and edit or remove any User Contributions (or parts of them). Guild also has the right to terminate your access to all or part of the Services for any or no reason, including without limitation, any breach of these terms. Guild may exercise these rights at any time, without notice or liability to you or any third party.

### **How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us on [contact@guildesports.com](mailto:contact@guildesports.com).

### **Disclaimers and Limitation of Liability**

Nothing in these terms will prejudice the statutory rights that you may have as a consumer of the Services. Some countries or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in these terms and so, in those countries or jurisdictions, the exclusions and limitations below will apply to you only to the extent permitted by the laws of such countries and jurisdictions.

### **Our responsibility for loss or damage suffered by you**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our [Terms and Conditions of Sale](#).

#### **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to the Services or any content that is available

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Services (or any part of them); or
- use of or reliance on any content displayed on the Services.

In particular, we will not be liable for:

- loss of profits, loss of sales, loss of business or loss of revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity
- loss of goodwill or damage to reputation; or
- any indirect or consequential loss or damage.

#### **If you are a consumer user:**

If you use the Services (or any part of them) for any commercial or business purposes we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and the damage is caused solely by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation up to the value of £50.

## **How we may use your personal information**

We will use your personal information only as set out in our [privacy policy](#).

## **We are not responsible for viruses and you must not introduce them**

We do not guarantee that the Services will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Services. You should use your own virus protection software.

You must not misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Services, the server on which the Services are stored or any server, computer or database connected to the Services. You must not attack the Services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Services will cease immediately.

## **Rules about linking to the Services**

You may link to publicly available portions of the Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Services in any website that is not owned by you.

The Services must not be framed on any other website or service. We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content other than that set out above, please contact [contact@guildesports.com](mailto:contact@guildesports.com).

## **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and, if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**Last updated 26 March 2021**