

# CONTRACT

THIS AGREEMENT ALLOWS YOU TO USE THE WEBSITE [GOALTYCOON](#), THE CONTENT, INFORMATION AND SERVICES PROVIDED ON IT. IT DISCHARGES S.C. Yotta Systems S.R.L AND OTHERS OF LIABILITY OR LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS TO BE READ EVERY TIME YOU USE THIS WEBSITE, THIS AGREEMENT, AS IT IS AT A SPECIFIC TIME, IT WILL GOVERN THE USE OF THIS SITE.

## I. ACCEPTANCE OF THIS CONTRACT BY YOU

This is a contract between you and all the people you represent (and for the purposes of this Agreement, "people" includes individuals and any other legal or non-legal entity) and S.C. Yotta Systems S.R.L, and it governs your use of the [GoalTycoon](#) web site, the content, information and services through the website [GoalTycoon](#) (collectively the "Website"). Each use of the Website by you equates to your acceptance and agreement, and of all the people you represent, without limitation or qualification, to be part of this Agreement, and assume that you will take responsibility and warrant that you have the legal authority to accept this contract for you. If you do not agree with all provisions of this Agreement or you are not authorized to accept this Agreement, you may not use the website.

S.C. Yotta Systems S.R.L Company reserves expressly the right to give the users, by any form of correspondence (e-mail, telephone, and letters), specific information on your account, and also for normal operation of the website.

By using our website, you hereby declare that you understand the provisions of this document and that you agree to be bound by it.

NOTE: Keep in mind that registration with free mail, temporary or disposable mails is not allowed.

## II. THE OBJECT OF THIS AGREEMENT

This Agreement is an addition to and supplements any written agreements that you or any others that you have represented have with S.C. Yotta Systems S.R.L (now or in future) or interaction with S.C. Yotta Systems S.R.L in general.

This Agreement and all other agreements that you or other people you represent have with with S.C. Yotta Systems S.R.L together constitute the entire contract on access and use the of this Website and supersede all previous agreements (written, oral or other type) on your access to the website and its use.

In case of inconsistency or conflict between the provisions of this Agreement and the provisions of any agreement that you or people you represent have with S.C. Yotta Systems S.R.L, the provisions of this Agreement shall prevail to your access to web website and use the website.

### **III. AGREEMENT CHANGES**

S.C. Yotta Systems S.R.L may, in its sole discretion, when appropriate, modify, supplement or amend this Agreement as it relates to future use of the Website for any reason without notice or liability to you or of another person. You may not modify, supplement or amend this Agreement in any manner.

### **IV. PERMISSION TO USE THE WEBSITE**

The website can be accessed and used only by people who:

- (a) are of age and can sign legally binding contracts under applicable law, access to minors is strictly forbidden;
- (b) agree to the contract.

People who use this website must comply with all applicable laws. S.C. Yotta Systems S.R.L may refuse permission the access and use the website.

### **V. THE USE OF THE STRATEGY GAME**

- (a) You can use the strategy game solely for personal and noncommercial purposes. Unless otherwise provided in this document, you cannot change, modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from displaying, transferring, selling or publicly using in any other way the strategy game, any information or content included in the strategy game or any part thereof, without the prior permission.
- (b) You have the right to use [GoalTycoon](#) from the market menu to purchase virtual goods, licensed for energy in the game and to be able to participate in virtual football matches.
- (c) You have the right to manage your football club and your team, to build a game strategy, by choosing players, training strategies, and, last but not least, the financial strategy.

You may conduct transactions with virtual currency in the financial market menu.

You agree to pay and receive money for virtual currency to test your player skills in [GoalTycoon](#).

## VI. YOUR RESPONSIBILITIES AS A USER

You can use the strategy game and any part of it, only for lawful purposes. As a condition of use, you warrant and represent that you are a genuine and of good faith applicant of a post and that you do not use the program for any other purpose. It is your responsibility to make sure you use strategy game in accordance with these Terms.

You may NOT use this strategy game or any part thereof for:

- a) performing any activity which is or may be directly or indirectly unlawful, harmful, threatening, abusive, harassing, tortuous, denigrating, free, vulgar, obscene, invades the privacy of others, bad will, racial, sexual, ethnic or annoying in any way;
- b) carrying out any activities that will or may infringe a third party, including the right to transmit content over which you have no right;
- c) advertising, offering, requesting, licensing or granting public access to any content offered on game strategy ;
- d) You may not and admit that you agree not to demand repayment of sums paid by you in the view of the fact that you received the services of [GoalTycoon](#) by buying virtual goods;
- e) it is forbidden to open multiple accounts, administrated by the same user, as these are considered clones. It is regarded as theft from other users; therefore, the administrator of the system reserves the right to block these accounts permanently.

\* When suspect accounts are identified, the administrator can ask for supplementary documents, which will prove the user\'s identity.

## VII. MODIFICATIONS TO SERVICE

We reserve the right at any time and for any reason, to limit, deny, create different priorities for different users, modify or waive some or all functionality of game strategy or any portion thereof without notice. We may, at any time, suspend or cancel the game of strategy or any part thereof, for any reason without notice. The use of this program is free. However, we reserve the express right to charge a fee for using the strategy game or certain parts of it and change these Terms to reflect these changes. However, we will not charge use strategy game or certain parts of it before having your consent, although we reserve the right to terminate your association with us and to cancel your registration for use of the game, in whole or part, if you give us your agreement and pay when and if required it.

## *VII. 1. WAIVER OF THE BENEFITS RIGHT*

**THROUGH THIS APPLICATION YOU GIVE UP ANY RIGHTS OR FOR ANY REVENUE OR PROFITS ARISING FROM YOUR USE OR DISTRIBUTION OF ANY CONTENT YOU TRANSMIT OR DELIVER TO US OTHERWISE.**

## *VII. 2. SYSTEM SECURITY*

We use secure data networks protected by standard security systems. Our security and privacy policies are periodically reviewed and improved, provided we consider it necessary, from time to time. However, the game strategy and our servers like most Internet applications are vulnerable to various security issues and therefore should be considered unsafe. Data and information sent using the strategy game activities may be subject to breach of confidentiality and security, including but not limited to, electronic intelligence, electronic abuse, ignoring the rights, unsolicited messaging, creating viruses, theft of IP addresses, breaking passwords, harassment, fraud, forgery and system infection, the use of viruses, worms and Trojans, causing access and / or track unauthorized, harmful information and data on your computer and other forms and activities that can be considered illegal. We give all effort to prevent such disorders, but we will not be liable for any damages or injury caused as a result of such actions.

The following agreements are binding on all users of strategy game, and doing any of these guarantees will be a reason for S.C. Yotta Systems S.R.L to terminate any agreement to transfer data between S.C. Yotta Systems S.R.L and person (s) or entity (ies) concerned.

It is prohibited to breach or attempt to violate the security measures of the strategy game, including but not limited to:

- a) accessing data not intended for such user or accessing a server or account which such user has no access to;
- b) attempting to probe, scan or test the vulnerability of game strategy or our network or breach security or authentication measures without the necessary authorization;
- c) attempting to interfere with services to any user, host or network, including, without limitation, via means of overloading, "flooding", "e-mail bombing" or "burst" or placement;
- d) the usage of black proxy is strictly prohibited;

You agree that you will not take any action that imposes an unreasonable or disproportionate load of our infrastructure.

### ***VII. 3. PRIVACY POLICY***

Using this strategy game, you have the confidentiality conditions. This information is provided by you and used by S.C. Yotta Systems S.R.L under these Terms and is subject to the privacy policy, terms and conditions thereof are included herein by this reference.

### ***VII. 4. PROPERTY RIGHTS***

S.C. Yotta Systems S.R.L owns all intellectual property rights (including copyright) on game strategy and on any part of it. Materials published in this strategy game may contain other proprietary notices or description of the products, services, processes or technologies owned by S.C. Yotta Systems S.R.L or third parties. No part of these Terms or the game strategy will be interpreted as granting any right of property obtained during the use of the game.

This website is a virtual game of strategy. The [GoalTycoon](#) website does not contain professional advice and recommendations or given by experts in investments, taxes, banking, accounting, legal or otherwise, or any offer or recommendation to buy or sell stocks, bonds or other financial instruments or other products and services.

## **VIII. ERRORS**

S.C. Yotta Systems S.R.L does the best to provide accurate information through the website. However, errors may occur. Therefore, S.C. Yotta Systems S.R.L reserves the right to change other information available on the website anytime and when appropriate, without notice or liability to you or another person.

The website is not intended to be a comprehensive or detailed form about the issues addressed, professional advice and recommendations of experts in investment, tax, banking, accounting, legal or otherwise, or offer or recommendation to sell or buy shares, bonds or other financial instruments or other products and services. Have to resort to professional and appropriate advice and recommendations before acting or not acting on any information provided on or through the website.

## **IX. USE**

Your use of the site is at your own risk, recommending that its use does not affect family income. There will be no representations or conditions caused by relationships, performance for commercial use. S.C. Yotta Systems S.R.L will not be responsible to you, it is not a safe Internet, may face disruption or downtime and accidental or deliberate breaches of security and confidentiality.

Operation of the website may be affected by numerous factors beyond our control (the control of S.C. Yotta Systems S.R.L). It is possible that the operation of the website will not be continuous or uninterrupted, secure or confidential.

S.C. Yotta Systems S.R.L will not be liable to you or to other persons for any loss or damage suffered by you or others as a result of any failure.

S.C. Yotta Systems S.R.L will not be responsible to you or any person for any loss of use, production, income or profits, economic loss, special loss or damage incidental, indirect or other losses of any nature, whether under contractual, tort, negligence, strict liability or under any other legal practice, resulting from the use of game strategy. Exclusion of certain warranties and the exclusion of certain liabilities are prohibited by law in certain jurisdictions. Such legal limitations may apply to you.

Upon requesting the change of your e-mail, if the requested data does not correspond with the information provided when registering, your account will be reset.</p><p>Funds transfer between accounts through the Share Market is no longer allowed. If the rule is not followed, the given sum will be confiscated.

#### **CORRECT ALLOCATION OF RISK AND LIABILITY**

**YOUR RECOGNITION AND ACCEPTANCE OF THIS CONTRACT IS A CORRECT ALLOCATION OF RISK AND LIABILITY.**

### **X. PROPERTY AND USES PERMITTED**

All rights reserved. The website and all information (in the form of text, graphics, video or audio), pictures, icons, software, design, applications, computers, models, data and other elements available on or through the website [GoalTycoon](#) are the property of S.C. Yotta Systems S.R.L. Use of the Website by you will not transfer any ownership or other regarding the website or its contents.

The website can be used only in the manner described expressly in this Agreement. In particular, except if it is expressed otherwise in this Agreement, the website may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, copied or distributed in any way accurate, in whole or in part.

### **XI. OTHER SITES**

The website includes links to other sites (collectively "Other Sites"). Other sites are independent from [GoalTycoon](#) website, may have privacy policies and terms and conditions different or incompatible and S.C. Yotta Systems S.R.L is not responsible for the control of other sites, businesses, property services or content. Your use of other sites and relationships with other owners or operators of other sites is at your own risk and you will not make any claim to S.C. Yotta Systems S.R.L associated with other sites or your relationship with the owners or operators of these other sites.

## XII. PERSONAL DATA PROTECTION

S.C. Yotta Systems S.R.L collects uses and discloses information about your use of the website and your personal information in accordance with the Privacy Policy. By accepting this Agreement each time you use the website, you consent to the collection, use and disclosure by S.C. Yotta Systems S.R.L your personal information in accordance with the Privacy Policy as it is that time without notice or liability to you and to another person.

### Privacy Policy

SC YOTTA SYSTEMS SRL, as owner/administrator of [GoalTycoon](#) respects the confidentiality and security of the information you provide when using this site and applies the following Privacy Policy.

Your visit to this site is subject to the Terms and Conditions of usage and to the Privacy Policy and it implies your approval, representing a contract between parties.

SC YOTTA SYSTEMS SRL has the right to modify at any moment the content of [GoalTycoon](#), the Privacy Policy and the Terms and Conditions without any prior notification. This is why you should visit this section from time to time to verify the terms and conditions you have accepted to respect.

The Terms and Conditions presented are valid and applied for all sites in the [goaltycoon.com](#) domain and for which SC YOTTA SYSTEMS SRL has ownership. All these websites (are they are in the present or as they will be implemented) as well as the [GoalTycoon](#) website will be generically named, individually or collectively as Site or Sites in the following sections of this document.

In this document, the words in a singular form include the plural, and the words in plural form, include the singular as well. The same goes for gender, the words that denote the masculine gender include also the feminine gender and vice versa.

#### *Definitions:*

- a. Personal data – any information regarding an identified or identifiable person; an identifiable person is the person that can be identified directly or indirectly, particularly through an id number or one or several features specific to his physical, physiologic, psychic, economic, cultural or social identity;
- b. Using personal data – any operation or set of operations performed with personal data, by automate means or non-automate, such as collecting, recording, organizing, keeping, adapting or modifying, extracting, consulting, using, disclosing to other parties by transmission in any way, combining, blocking, deleting or destruction;
- c. Data keeping – retaining personal data on any kind of support;

- d. Personal data evidence system – any organized personal data system, accessible according to specific criteria, whether this structure is centralized or not or whether it is organized according to functional or geographical criteria;
- e. Operator – any person or company, with private or public rights, including public authorities, institutions and territorial entities that establish the purpose and means to handle personal data;
- f. Third party – any person or company with public or private rights, including public authorities, institutions and territorial entities authorized to handle data under the direct authority of the operator or person designated to handle personal data;
- g. Addressee – any person or company with public or private rights, including public authorities, institutions and territorial entities that receives personal data; public authorities that data is disclosed to as a consequence to special competences will not be considered addressees;
- h. Anonymous data – data that due to origin or specific handling procedures can't be associated with an identified or identifiable person;
- i. “Business contact” data – data that includes name, position, business address, phone, email of an employee in a company. Business contact data do not enter in the category of personal data.
- j. Statistic data – personal data that have been obtained as a result of processing by an operator but that can't be used to identify a person and are used exclusively in statistical purpose or to inform or promote.

### *Collecting personal data:*

SC. YOTTA SYSTEMS SRL. can collect your personal information, only with your approval through accepting/signing the terms and conditions of the site.

The registration form on [GoalTycoon](#) asks for real contact data that we can use to identify and contact you, this information being part of the personal data, real personal information.

Collecting personal data on the Site <https://www.goaltycoon.com/> implies:

On the online payment forms that you need to complete when paying online on the site of a merchant you will have to complete all mandatory fields, providing as well personal data.

We use personal data collected on the Site for the following purposes:

- invoicing products/services that you have ordered;
- to deliver Services you opted for;
- finish online payments;
- to ensure the proper security level of the transaction by applying anti-fraud filters.

Personal data may be disclosed without your consent when handling fraud incidents to the following addresses: banks involved in online payments, card international organizations.



By continuing your transaction on the payment page, through the Site, you express your unequivocal consent regarding processing personal data in the computerized evidence system of SC YOTTA SYSTEM SRL.

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When it comes to data we collect while you navigate on [GoalTycoon](#), we use personal data for the following purposes:

- to assure that the web page content is relevant to your needs;
- deliver services, notes, events or products you asked or purchased;
- to support our intent to show to you the most relevant content and to improve usability of the Site;
- to permit access to restricted areas of the Sites.

SC. YOTTA SYSTEMS SRL. collects information and processes statistically information about pages visited, including IP-s. SC YOTTA SYSTEMS SRL can use cookies. A cookie is a file that our server sends to your computer and the computer sends back to our each time you access one of our pages.

Cookies are used for the following purposes:

- to maintain and improve the security;
- to improve the usability and quality of its services.

The majority of Internet browsers accept automatically cookies. Even so, you can ask the browser, by editing its options, to stop accepting cookies from the sites you visit. If you decide not to accept cookies, you will not be able to access some features of our site that are available to the general public and you will not be able to see some information and characteristics on our site, features that have the purpose of improving your experience on our site.

The site contains links you can use to send us emails. We use your email address to respond to your request and your message will be retained for future references, should you decide to contact us again. Your name and email address are personal contact data and SC YOTTA SYSTEMS SRL will use them, and even send them to third parties, if you give your approval.

SC YOTTA SYSTEMS SRL may disclose personal data to third parties upon request from authorities or if it is necessary to:

- (a) abide by the law;
- (b) defend and protect SC YOTTA SYSTEMS SRL copyrights;
- (c) in urgent matters to protect personal safety of employees, services/products users and public persons.

When we are asked or allowed to disclose personal data, we will only reveal those data necessary to meet specific requests.

SC YOTTA SYSTEMS SRL does not sell, change or rent personal data to third parties.

### *Use of statistic and anonymous data*

SC YOTTA SYSTEMS SRL may use statistic and anonymous data resulted from processing with the following purposes:

- building analysis, reports;
- sending information materials;
- security of collected data.

SC YOTTA SYSTEMS SRL uses security methods and technologies together with security policies and procedures applied to its employees, including control and audit, to protect personal data collected according to the law.

The servers of our sites are protected against physical access and distant remotely access, being installed in properly equipped offices, both technically and secure. We make all reasonable efforts, justified commercially to protect your collected personal data, we analyze new technologies in the field, and then, if necessary, apply them to upgrade our security systems. Also, the hardware and software infrastructure used by S.C. Yotta Systems S.R.L, is periodically analyzed from a security point of view.

### *External links*

Our sites may have links to other sites, distinct from ours. These sites may have a different privacy policy.

### *Minors*

SC YOTTA SYSTEMS SRL does not sell products or services to minors. If you are a minor and access the site, you can do so only if you are under the supervision of a parent or legal guardian.

### *Applicable Law*

If you have questions regarding our Privacy Policy, or if you want to be informed regarding the personal information processed by SC YOTTA SYSTEMS SRL that directly implicate you, please contact us at [contact@goaltycoon.com](mailto:contact@goaltycoon.com). You can find out more details about the personal data at [677/2001](#) and you can also access the website ANSPDCP at [dataprotection.ro](http://dataprotection.ro).

## *Terms and Conditions*

Please access the Terms and Conditions of use of our site that are applied as well when it comes to your access/visit on our site.

## *Legislation*

The present Privacy Policy and/or any dispute that might arise between SC YOTTA SYSTEMS SRL and you are governed by the applicable law in Romania. All the disputes will be handled initially on an amiable basis in term of 30 days and in the event that such a dispute cannot be closed the dispute shall be settled by the arbitration of the competent courts.

## *Unequivocal consent*

By accepting the current policy, you confirm that you have been informed regarding processing personal information and you give consent that they be collected, stocked, modified or user in the limits mentioned in this form, on all period the company running.

## **XIII. TERMINATION OF THIS AGREEMENT**

If you violate any provision of this Agreement, you cannot use the website.

S.C. Yotta Systems S.R.L may, at any time and for any reason and at its discretion:

- a) amend, suspend or terminate, temporarily or permanently, the Website or any part thereof;
- b) restrict, suspend or terminate (in whole or in part) your permission to access or use the website, all without any notice or liability to you or others;
- c) The team associated with your account on [GoalTycoon](#) will be pulled out of a league, and all the possessions will be deleted if you have a period of inactivity that exceeds 100 days.
- d) suspend or terminate, temporarily or permanently an account if the user refunds a sum already invested in the game, and from which they benefited.

\* S.C. Yotta Systems S.R.L will not be responsible for any financial loses which may occur as a result of suspending accounts due to violation of the Terms and Conditions. S.C. Yotta Systems S.R.L will not agree to refund any users in such cases or for other claims.

## **XIV. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

The website is controlled by S.C. Yotta Systems S.R.L, Romania. This Agreement, the use of the website by you and all the associated problems are governed solely by the laws of Romania and applicable law in the European Union, excluding any rules of private international law or conflict of laws which could lead to the application of other laws.

Any controversy or claim arising from or associated with this Contract or the breach thereof, shall be determined by competent judicial body.

Any claim or cause of action arising from, associated with or related to use of the website, this Agreement or any related issues should be initiated within six (6) months after claim or cause of action, after this period, the demand or cause of action is closed forever, regardless of any statute or law to the contrary.

## **XV. OTHER PROVISIONS**

If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be removed from the body of this Agreement and shall not affect the validity and enforceability of the remaining provisions.

Notwithstanding anything mentioned here which is contrary to it, the following provisions of this Agreement and all other provisions necessary for the interpretation or application thereof shall remain in force indefinitely after the termination of this Agreement and shall remain valid and enforceable and will be binding the parties as applicable.

S.C. Yotta Systems S.R.L may assign this Agreement and the rights and obligations under this Agreement without your consent or the consent of the people you represent. No consent or waiver of any party to or in violation or breach by the other party of its obligations in actions of this Agreement shall be deemed or construed to be consent to or waiver of a breach or default by the continuing obligations other. No consent or waiver will take effect without being in writing and signed by all parties.

The parties have expressly requested that this Agreement and other related documents have been made in Romanian and English. Any rights not expressly granted in this Agreement are reserved for S.C. Yotta Systems S.R.L. This Agreement is subject to change without notice.

## **XVI. USER INFORMATION**

Tracking Information - S.C. Yotta Systems S.R.L may use non-personal information to create collective tracking information reports regarding Web site users' demographics and use of the website and then

provide those reports to others. None of the tracking information in reports is connected with the identity or other personal information of individual users.

## **XVII. OTHER ISSUES**

Security - We strive to keep servers, applications and databases secure and free from unauthorized access and use, using physical measures, administrative and technology to protect information we maintain. Unfortunately, no one can guarantee 100% security. If you have some doubts about certain personal information, please do not send that information via the Internet.

S.C. Yotta Systems S.R.L reserves the right to offer rewards people who will get the best results using this strategy game. This assuming responsibility for declaring income and paying taxes in accordance with legal provisions are in force at this time. This is also valid for people who access this strategy game from outside Romania, being responsible in their own declaration and taxation for any type of income received from using this strategy game in relation to domestic legal provisions.

Other websites - The website may contain links to other Internet sites or resources. When you click on one of those links you contact another website or other resource on the Internet which may collect information about you voluntarily or through cookies or other technologies. S.C. Yotta Systems S.R.L is not responsible for controlling those websites or Internet resources regarding collection, use and disclosure of your personal information by them. You should review the privacy policies of those web sites and Internet resources to understand how collecting and using information.

## **XVIII. Contact**

S.C. YOTTA SYSTEMS S.R.L

J24/1062/2013

RO 32589460

Address:

Baia Mare, LAPUSULUI Street, No. 7

Office no. 8

## **CONSENT**

I agree to the present document in order to approve:

(i) I read and understood completely the above information;

(ii) I agree to this site processing and using my personal information, under the conditions described in this document.