



# Terms Of Service

## Introduction

These terms of service (also may be referred to as the Agreement ) govern your access and use of the online informational platform "BLASK" (hereinafter the "Platform" or "BLASK"), accessible online at <https://blask.com>, which provides tailored analytical tools and services specifically designed for the iGaming industry.

BLASK is an online platform dedicated to optimizing business and marketing strategies and providing in-depth market planning and behavioral analysis, primarily for the iGaming industry. BLASK delivers a suite of sophisticated tools including proprietary algorithms, advanced data analysis methods, all designed to enhance user strategies through actionable insights. The Platform facilitates robust analytical capabilities via a user-friendly interface that includes an array of services such as predictive analytics, trend analysis, and a comprehensive Application Programming Interface (API) (hereinafter the "Services") for seamless integration with third-party systems. By subscribing to the Platform or using the Services, users engage with a dynamic array of resources intended to drive significant market advantages. The Services are continuously updated and expanded, reflecting our commitment to innovation and the evolving needs of the iGaming marketplace. Users leveraging the Platform must acknowledge the digital nature of the Agreement, which governs the use of our sophisticated analytical tools and services without the need for a physical signature.

In consideration to the above, you are acknowledged and expressly consent to engage into relations with the ultimate owner of the Platform and the provider of the Services,

MARKETAPP LIMITED, registered in Cyprus with registration No: HE439779, located at Riga Feraiou,2, Limassol Center, Block B, 6th Floor, Office 605 (hereinafter "We", "Us" or "Our").

By registering on the Platform, you accept below terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use or discontinue using the Platform and/or the Services.

## **1. Use of the Services**

The Services on the Platform are provided "as is" and We do not guarantee that they will be uninterrupted or error-free. We reserve the right to suspend or terminate the Services at any time without notice.

You are responsible for ensuring that your use of the Services complies with all applicable laws and regulations at your jurisdiction of residence and Our jurisdiction of incorporation - Cyprus.

When you use the Services, you represent that you are of legal age to form a binding contract and/or you are duly authorized and entitled to act on behalf of the legal entity you represent. You also agree to provide:

(i) true, accurate, current and complete information about yourself or your business entity (hereinafter Registration Data) as prompted by any applicable registration form on the Platform;

(ii) maintain and promptly update the applicable Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or causing reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate your account and refuse any and all current or future use of the Services and/or access to the Platform.

You are also responsible for ensuring that your use of the Platform complies with all applicable laws and regulations, including those specific to the iGaming industry. You must also ensure that all data you provide is accurate and up to date.

When you use the Services, you represent and warrant to Us that you have all the relevant rights and permissions (including all intellectual property rights) to the information provided by you during your use of the Platform and the Services. You shall assume sole liability on such information and the provision of the same to Us.

You shall not use the Platform or/and the Services to build a similar or competitive work.

## **2. Licensing**

By registering on the Platform and for the purposes of providing the Services to you, you are granted a worldwide, non-exclusive, revocable and limited license to use the Platform and/or the Services in the limited manner pursued to your preference of choice, payment plan or custom arrangement with Us, strictly limited for your personal or internal business purposes.

This license is subject to the terms and conditions outlined herein and does not grant you any ownership rights or intellectual property rights in the content, algorithms, codes, APIs or the Services provided on the Platform.

We reserve the right to revoke this license at any time for any reason, without prior notice.

Your access to the Platform and/or the Services may be terminated if you violate the present Agreement or engage in unauthorized use of the content or the Services.

## **3. Data Reliability and Usage Disclaimer**

(i)Data Collection and AI Influence:

The data you access and utilize on the Platform is derived from various sources, inspired by Open Source Intelligence (OSINT) and processed through Blask AI technologies. This data is intended to provide enhanced analytics and insights specific to the iGaming industry.

(ii)Nature of Data:

Please be aware that the information provided through our services represents a mathematical interpretation of data collected from diverse sources. As such, it should be understood as an analytical model, potentially subject to discrepancies when compared to real-world outcomes.

### (iii) Usage at Your Own Risk:

You acknowledge and agree that the reliance on and use of any data provided by the Platform is solely at your own risk. The data is provided for informational purposes only, and you are responsible for the interpretation and usage of such data in your business or research activities. We make no warranty regarding the accuracy, completeness, or reliability of the data and are not responsible for any errors or omissions, or for results obtained from the use of this information.

## **4. User Accounts**

You are required to register for a user account to access the Services on the Platform. You agree to provide accurate and complete information as indicated in Clause 1 herein when registering for a user account. You are responsible for maintaining the confidentiality of your user account login details and for all activities that occur under your user account.

## **5. Payment**

If the Services require payment, you agree to pay all fees and charges associated with your user plan or the cost of the Services based on the terms and fees associated with it and provided to your consent prior to the Services delivery on the Platform. We reserve the right to change our fees and charges at any time without prior notice.

We apply a variety of payment methods for your consideration and preference that will be available to you upon registration once requesting for paid Services or payment plans on the Platform.

## **6. Taxes**

We show all prices and charges for our Services exclusive of taxes and fees. Where applicable, and in accordance with the applicable laws, taxes and fees will be charged on the invoices issued by Us. We, in Our sole discretion, will calculate the amount of taxes and fees due. We may make changes to the amounts due, without providing prior notice.

## **7. No resale or redistribution of the Services**

You hereby agree to use the Services internally for your own individual or corporate purposes and in no way reproduce, duplicate, copy, sell, trade, resell, permit access, transfer, assign, modify, create derivative works, or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services or computer code that powers the Platform.

## **8. Intellectual Property**

All content and materials on the Platform, including but not limited to text, graphics, logos, images, videos, and software, are the intellectual property of Us or Our licensors and are protected by copyright, trademark, and other intellectual property laws. Users may not reproduce, distribute, modify, or create derivative works of any content, computer code, algorithm on the platform without Our prior express written permission. Any unauthorized use of the Platform's intellectual property may result in legal action.

## **9. Limitation of Liability**

In no event shall We be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Service. Our liability to you shall be limited to the amount you have paid Us for use of the Services and the Platform.

## **10. Indemnification**

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising out of your use of the Services and the Platform or your breach of these terms and conditions.

## **11. Term and Termination**

We may terminate your access to the Services and/or the Platform at any time without notice if you breach these terms and conditions. Upon termination, your user account will be deactivated and you will no longer be able to access the Services and/or the Platform.

Notwithstanding the abstract above, the term of the present Agreement may be limited to:

(i) your account registration period;

(ii) your payment plan;

(iii) term of custom arrangement;

(iv) court order or legally binding prohibition;

(v) your request for termination.

## **12. Data Protection and Data Processing**

We are committed to protecting the privacy and security of your personal data. This clause outlines how We collect, use, and protect your data in compliance with applicable data protection laws of Cyprus which are compliant with EU regulations on data protection and correlating to the most up-to-date practices and legal frameworks:

(i) Data Collection: We may collect personal data from you when you use the Services and/or the Platform, including but not limited to your name, email address, contact information, and any other information you provide to Us. We may also collect data automatically through cookies and similar technologies;

(ii) Data Use: We use your personal data to provide and improve our services, communicate with you, and personalize your user experience. We may also use your data for marketing and promotional purposes with your consent;

(iv) Data Sharing: We may share your personal data with third-party service providers who assist us in operating our platform or providing services to you. We will only share your data with third parties who have agreed to protect your data in accordance with our data protection standards;

(v) Data Security: We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security;

(vi) Data Retention and Deletion: We will retain your personal data for as long as necessary to fulfill the purposes for which it was collected, or as required by law. You may request the deletion of your data at any time by contacting us;

(vii) Data Subject Rights: You have the right to access, rectify, or erase your personal data, as well as the right to restrict or object to certain processing activities. You may exercise these rights by contacting us using the “Contact Us” section;

(viii) Data Transfers: Your personal data may be transferred to and processed in countries outside of your own, where data protection laws may be different. By using the Platform, you consent to the transfer of your data to such countries.

(ix) Contact Us: If you have any questions or concerns about our data protection and data processing practices, or if you wish to exercise your data subject rights, please contact Our data protection officer at: [legal@marketapp.cy](mailto:legal@marketapp.cy).

By using our online services platform, you agree to the terms outlined in this data protection and data processing clause.

### **13. Cookie Policy**

We use cookies and similar tracking technologies to enhance user experience, analyze usage patterns, and personalize content and advertisements. By using the Platform and the Services you consent to the use of cookies in accordance with our Cookie Policy as described below herein.

Cookies are small text files stored on your device that track and store information about your interactions with our platform. We use both session cookies, which are deleted when you close your browser, and persistent cookies, which remain on your device for a specified period.

You can control and manage cookies through your browser settings. Please note that disabling cookies may affect the functionality of the Platform and lower your user experience.

The Platform utilizes the OneTrust cookie policy solution to manage and provide transparency regarding the use of cookies and similar tracking technologies. By using our platform, you acknowledge and agree that we use the OneTrust cookie policy solution to collect, manage, and disclose information about cookies on the Platform.

The OneTrust cookie policy solution enables us to inform you about the types of cookies we use, their purposes, and your options to manage your cookie preferences. You can access

and adjust your cookie settings through the OneTrust cookie banner or preference center provided on our platform.

Please review our Cookie Policy for more information on how we use cookies and how you can control your cookie preferences. By continuing to use the Platform and/or the Services, you consent to the use of cookies as described in our Cookie Policy and managed through the OneTrust cookie policy solution.

#### **14. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of Cyprus.

#### **15. Entire Agreement**

These terms and conditions constitute the entire agreement between you and us and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter of these terms and conditions.

#### **16. Amendments**

We may amend these terms and conditions at any time by posting a revised version on our website. Your continued use of the Services after any such changes constitutes your acceptance of the revised terms and conditions.

#### **17. Contact Us**

If you have any questions or concerns about these terms and conditions or the Service, please contact us at: [legal@marketapp.cy](mailto:legal@marketapp.cy)





Thoughts, stories and ideas.

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FAQ ↗



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