

**This is an automated translation, its purpose is merely informative. Only the documents in the official languages of the State are legal.**

## TERMS AND CONDITIONS

These Terms and Conditions (hereinafter the “Terms and Conditions”) govern the download, access, navigation and use of the platform owned by Wedge Group Sàrl, with registered office at Rue du Vully 20, CH-2000 Neuchâtel, Switzerland with tax identification number CHE – 471.969.431 registered in the Neuchâtel Trade and Companies Register, with registration number 1005940739 dated 22.01.2024. (hereinafter the “WEDGE – the game” and/or the “Platform”), accessible from the Platform <https://wedge.vip>.

If you have any questions, you can contact us via email [support@wedge.vip](mailto:support@wedge.vip)

These Terms and Conditions are directed exclusively to Users registered on the Platform (hereinafter “User” or “Users”), and will be supplemented by the Specific Conditions applicable in each case as set forth on the Platform, as well as the Legal Notice, the Privacy Policy and any other document that WEDGE includes on the Platform.

### **1. PURPOSE OF THE PLATFORM**

WEDGE – the game is a digital platform focused on entertainment between Users, which allows fictitiously placing bets on events, experiences, predictions, etc.

When creating bets, the User must take into account the applicable regulations and the terms and conditions of the Platform. In particular, bets that may lead third parties to commit illegal or dangerous actions are not allowed.

Bets that involve any form of real money or value or that exceed the "real" betting limit are strictly prohibited.

Bets that promise additional conditions or rewards outside the application are not allowed and go against the principles of the application.

In no case will participation in the Platform imply real money earnings for the User.

The reward obtained by winning a game, placing a bet or watching advertising may be exchanged for **tokens** that can be used for other activities within the application.

The fictitious currencies or **tokens** used in the application do not represent real monetary values, but merely serve as a virtual means of participating in various activities within the application.

A conversion of these simulated currencies into real money is generally not envisaged.

Prior to the start of each advertising video, WEDGE will clearly inform Users about the number of **tokens** to be earned so that Users can make an informed decision about viewing the advertisement.

WEDGE reserves the right to adjust the awarding of **tokens** through advertising at any time to improve the User experience and maintain the value of the tokens in the context of the application.

## **2. 2. ACCEPTANCE OF TERMS AND CONDITIONS**

By accepting the Terms and Conditions, the User declares that he/she is of legal age and undertakes to act at all times in accordance with the provisions set forth in the clauses of this legal text. If the User does not agree with all or part of these Terms and Conditions, the User must refrain from using the WEDGE Platform.

The service provided on this Platform is governed by:

- (i) These Terms and Conditions;
- (ii) Specific Conditions that may be published on the Platform or that are regulated and reflected on the Platform;
- (iii) Current and applicable laws, sector regulations and general criteria and practices.

## **3. REGISTRATION**

Users may register on the Platform, where they must first provide their first and last name, email, password, username and telephone number, accepting at that time these Terms and Conditions, as well as the Privacy Policy, as a condition without which Users may not register on the Platform.

Users have the option of using a pseudonym in order to protect their identity and maintain their privacy. However, the pseudonym may not be used to deceive other Users or to conceal unauthorized activities.

Registered Users shall be responsible at all times for the safekeeping of their password to access the User account, and shall therefore assume any damages that may arise from

its improper use, as well as from the transfer, disclosure or loss of the same, and must immediately inform WEDGE if they have reason to believe that their password has been used in an unauthorized manner or is likely to be used in an unauthorized manner.

In the event of serious or repeated violations of the Terms and Conditions, WEDGE reserves the right to permanently block the User or delete the User's account.

### **3. PRICE**

Access to the contents of the Platform is completely free.

This being so, the User will only have to pay for the acquisition of premium products, additional services, shortcuts, removal of advertising, etc. The purchase prices in effect at the time the order is placed are those that appear on the Platform and will be indicated in the currency of the corresponding country.

The details of the shipping costs and applicable taxes will be included separately in the shopping cart and will appear in the summary of the purchase order before it is processed.

The Platform makes available to the User the payment method through Google Pay or Apple Shop Pay.

Payments are subject to verification and authorization by the entities issuing the payment method (card issuers and/or payment account issuers) outside the Platform, but if said entity does not authorize the payment, the purchase procedure initiated cannot continue, the order will be automatically cancelled, and the purchase of the requested Product will be deemed not to have been made.

### **4. ADDITIONAL AND PREMIUM SERVICES**

WEDGE may offer additional services beyond the basic functions that offer special advantages or improvements over the standard version of the Platform.

These premium services are described in a transparent and detailed manner so that Users understand exactly what they are getting and how these services can enrich their experience with the Platform.

Each purchase of premium products will clearly indicate the current terms and conditions and Users must accept them before the transaction is completed.

The price of the services may vary depending on the currency and country, reflecting different market conditions and currency fluctuations.

WEDGE may run promotional campaigns offering bonuses or other promotional offers. The conditions of these campaigns will be clear and accessible from the User Account. Each specific promotional campaign must be expressly accepted by the User. If the conditions specify an amount to be accumulated, for example in Tokens, the User will be able to consult the Tokens that he has accumulated or those that he has left to meet the conditions.

The bonuses will be delivered to the User, but at no time can they be cashed out.

Likewise, in the event that a User makes use contrary to the Terms and Conditions, or fraudulent use of a promotional activity, WEDGE may deny, withhold or withdraw any bonus or promotion from said User, or terminate any policy regarding the same, either temporarily or permanently, and terminate the User's access to the services and/or block the User Account and, where appropriate, cancel it.

## **5. CANCELLATION AND RIGHT OF WITHDRAWAL**

The user retains full access to the Platform and its functions until he/she wishes to cancel his/her registration on the Platform.

If the User wishes to delete his/her User account, he/she may expressly request this by sending an email to [support@wedge.vip](mailto:support@wedge.vip).

WEDGE will comply with the User's request and inform the User of the status of the account.

In this regard, the User has the right to block his/her own access permanently or temporarily at any time, without this constituting a resolution. This block can only be lifted by WEDGE at the express request or request of the User, before the block expires.

Users will have a period of fourteen (14) calendar days to make changes or returns from the acquisition of the extra service, provided that it has not been enjoyed in any way by the Users. In the event of withdrawal, WEDGE will return all payments received from the User without delay and within a maximum period of fourteen (14) days. WEDGE will proceed to make said refund using the same payment method used by the User for the initial transaction.

By accepting these Terms and Conditions and the payment indicated therein, and pursuant to article 103 of Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Defense of Consumers and Users and other

complementary laws (hereinafter, "LGDCU"), the User is aware and accepts that once he or she has purchased tokens to acquire products, services or extra benefits on the Platform, and consequently, has enjoyed them, the User loses his or her right of withdrawal, and no refund is possible from that moment on.

#### Model withdrawal form

(You should only complete and send this form if you wish to withdraw from the contract)

- To the attention of (the name of the entrepreneur, his full address and his e-mail address must be entered here):
- I/we hereby inform you (\*) that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods/provision of the following service (\*)
- Name of the consumer and user or of the consumers and users
- Address of the consumer and user or of the consumers and users
- Signature of the consumer and user or of the consumers and users (only if this form is submitted on paper)
- Date

## 6. EXCLUSION OF LIABILITY

Through this provision, the User is informed that the Platform has implemented sufficient security measures to comply with the legally required standards and with the level of diligence required of a professional of its characteristics. This being so, the Platform invests its best efforts in avoiding the presence of failures, interruptions, viruses or harmful components on the Platform.

However, to the extent that the Platform does not control all the factors on which the occurrence of these circumstances may depend, it cannot guarantee that, in an exceptional and isolated manner, they may affect navigation on the Platform, in which case the Platform undertakes to act diligently and resolve the problem as soon as possible after it becomes aware of it.

Users will hold WEDGE harmless at all times against any claim, complaint, sanction, fine or any other judicial and/or administrative, public and/or private action, which may entail or has entailed patrimonial or moral damage to WEDGE, due to negligent or malicious use of the Platform.

In relation to the above, Users will be liable to WEDGE for any breach or action carried out by them in contravention of these Terms and Conditions, the applicable legislation in any matter and any specific conditions of each of the courses.

## 7. USER CONDUCT

Users undertake to make lawful, diligent, honest and correct use of any information or content they have access to through the Platform, and all of this under the principles of good faith and respecting at all times the current legislation and the Terms and Conditions.

In particular, but without limitation, any person who visits the Platform, as well as the Users, must not:

- (i) Communicate data that is not true, exact, complete and/or up-to-date, nor provide the Platform with identifying data of another user or impersonate any person or identity.
- (ii) Use the Platform for fraudulent purposes, or related to criminal offences or illegal activities of any kind.
- (iii) Cause, either maliciously or intentionally, damage or harm that may undermine or alter the Platform, nor introduce or spread maliciously or intentionally computer viruses that may produce unauthorized alterations to the contents or systems comprising the Platform.
- (iv) Download, send or distribute in any other way content or applications that may violate any legislation in force or that may infringe any right of any party.
- (v) Use the tools that the Platform makes available to Users for purposes other than merely informative.
- (vi) Use the Platform to send, use or reuse material or that contains illegal, offensive, pornographic, abusive, indecent, defamatory, obscene or threatening information of any kind, or that constitutes a violation of copyright, trademarks or confidentiality, privacy or any other right, or is otherwise injurious or objectionable to third parties, or whose content contains computer viruses, political propaganda, advertising content, chain mail, mass mailing or any other type of "spam" and, in general, any type of unnecessary annoyance or inconvenience.
- (vii) Actively promote or encourage third parties to carry out any of the above practices or contribute to them.

The Platform reserves the right to investigate and report any conduct that constitutes a violation of current legislation to the competent authorities, as well as to collaborate with them in the investigation of such actions.

Likewise, the Platform reserves the right to deny any attempt to access the Platform or cancel the provision of Services in cases where there is incorrect use of the Platform.

## **8. 8. PROTECTION OF PERSONAL DATA**

The Platform guarantees the security and confidentiality of the personal data that Users

provide in compliance with the provisions of Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and the free circulation of these data (hereinafter, "RGPD") and Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, "LOPDGDD")

In this regard, Users are informed that, in terms of privacy and protection of their personal data, they may exercise the following rights:

- (i) Access their personal data;
- (ii) request the rectification of any inaccurate data;
- (iii) request the deletion of their data;
- (iv) request that the processing of their data be limited;
- (v) oppose the processing of their data;
- (vi) exercise their right to be forgotten; and
- (vii) request the portability of their data. Likewise, Users will have the right not to be subject to decisions based solely on the automated processing of data.

The User can exercise all these rights by sending an email to [support@wedge.vip](mailto:support@wedge.vip) stating the reason for their request.

Notwithstanding the above, to find out all the details about the processing of personal data carried out by the Platform, the User can find the privacy policy at the following link: <https://wedge.vip/es/privacy-policy-es/>

## **9. MISCELLANEOUS**

In the event that any of the provisions of these Terms and Conditions are considered wholly or partially contrary to the Law or unenforceable, it will be eliminated from them and, if possible, it will be replaced by another stipulation with a similar effect to the one annulled, continuing in any case the validity of the contract in its remaining stipulations, which will not be affected by the partial nullity.

These Terms and Conditions are written in Spanish, without prejudice to the fact that they can be translated under certain conditions into other languages, such as English. Without prejudice to the foregoing, in case of doubt or conflict between the wording of the Terms and Conditions in the Spanish version and any other language, the Spanish version will always prevail.

WEDGE reserves the right to modify the presentation, configuration and content of these Terms and Conditions, as well as the Platform, and/or the conditions required for its access and/or use, after giving written notice to the Users.

## **9. 9. JURISDICTION AND APPLICABLE LAW**

These Terms and Conditions shall be governed by Spanish law. In the event of a dispute regarding the interpretation, execution or validity of these Terms and Conditions, the Courts and Tribunals of the territory of residence of the User shall be competent.

Pursuant to the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council, of May 21, 2013, regarding the resolution of online disputes in consumer matters, WEDGE also informs you that, in the event of a dispute, Users residing in the European Union may go to the “Online Conflict Resolution Platform” developed by the European Commission, in order to try to extrajudicially resolve any dispute arising from the provision of services by WEDGE.

To access the “Online Conflict Resolution Platform” you can do so through the following link: <http://ec.europa.eu/consumers/odr/>