



# Terms of use

## The Terms of Service (ToS)

The company GG Agency , SARL, with headquarters located at Casablanca, Morocco uses the esna.gg software package (an application platform on the Internet which can be accessed at the address [www.esna.gg](http://www.esna.gg) , hereafter referred to as the 'Site') which enables users either to create, organize, manage and share tournaments or to participate in tournaments (hereafter referred to as the 'Services').

Electronic Sports North africa will herein be referred to as ESNA .The website, [www.esna.gg](http://www.esna.gg) will herein be referred to as ESNA website. Tournaments taking place on the ESNA website will herein be referred to as Online Tournaments.

Your use of ESNA products, software, services and websites (referred to collectively as the "services" and excluding services provided under a separate written agreement) is subject to the terms of a legal agreement between you and ESNA.

Your legal agreement with ESNA includes at a minimum the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

Your agreement with ESNA includes any legal notices applicable to the services apart from the Universal Terms already applicable. The additional terms are available within or through the use of the services themselves.

The Universal Terms, together with addition terms if applicable, form a legally binding agreement between you and ESNA. Collectively this agreement is referred to below as the "terms".

If there is any contradiction to what the additional terms say, and what the universal terms say, the additional terms will always take precedence in relation to that specific service.

## Accepting the Terms

In order to use any of the services provided by ESNA, you will have to agree with the terms. You cannot use any service without agreeing to these terms.

The terms can be accepted in two different ways:

by clicking to accept or to agree to the terms, or

by making use of the services provided.

You may not use the services if you are a person barred from receiving the services under the laws of your own country or of any country in which ESNA operates.



## Ending the Legal Agreement

ESNA may at any time, terminate its legal agreement with you if:

- You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- ESNA is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- The partner with whom ESNA offered the Services to you has terminated its relationship with ESNA or ceased to offer the Services to you; or
- ESNA is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
- The provision of the Services to you by ESNA becomes, in ESNA opinion, no longer commercially viable.

## Use of the Services by You

In order to use certain services, you may be required to give information with which can you be identified or contacted. You agree that this information is accurate, correct and up-to-date. You also agree to maintain this information's accuracy for as long as you use the service.

You agree that you will only use the services permitted by the terms or by the laws in your country. You may not use services limited by your country's laws.

You agree not to access (or attempt to access) any of the services provided by ESNA, or to access (or attempt to access) the services through any automated means including scripts of web crawlers.

You agree that you will not engage in any activity that interferes with or disrupts the services (or the servers and networks which are connected to the Services).

Unless you have clear written permission and a legal agreement with ESNA to do so, you agree not to reproduce, duplicate, copy, sell, trade or resell the services provided by ESNA for any purpose.

You agree that you are solely responsible (and that ESNA has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which ESNA may suffer) of any such breach.

## Account Security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the services. Accordingly, you agree that you will be solely responsible to ESNA for all activities that occur under your account.

## Your Privacy

For information about ESNA data protection practices, please read our privacy policy at <https://www.esna.gg/privacy-policy> This policy explains how ESNA treats your personal information, and protects your privacy, when you use the services.

You agree to the use of your data in accordance with ESNA privacy policies.



## Content

You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may find during your use of the services is the sole responsibility of the person from whom the content originated.

ESNA reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from any service at any time.

You understand that you may find, to you, offensive content during your use of the services and that usage of these services is at your own risk. You agree that ESNA cannot be held responsible for any content that originated from its users.

## Proprietary Rights

Unless you have clear written permissions from ESNA, the use of the ESNA trade names, trademarks, service marks, logos, domain names, and other distinctive brand features is prohibited.

ESNA acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these terms in or to any content that you submit, post, transmit or display on, or through, the services, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with ESNA, you agree that you are responsible for protecting and enforcing those rights and that ESNA has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the services provided to you.

Unless you have been expressly authorized to do so in writing by ESNA, you agree that in using the services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## License from ESNA

ESNA gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by ESNA as part of the services as provided to you by ESNA (referred to as the "software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by ESNA, in the manner permitted by the terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told in writing by ESNA that you may do so.

Unless ESNA has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the software.



## **Content License from You**

You retain copyright and any other rights you already hold in content which you submit, post or display on or through the services. By submitting, posting or displaying the content you give ESNA a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through, the services. This license is for the sole purpose of enabling ESNA to display, distribute and promote the services and may be revoked for certain services as defined in the Additional Terms of those services.

You agree that this license includes a right for ESNA to make such content available to other companies, organizations or individuals with whom ESNA has relationships for the provision of syndicated services, and to use such content in connection with the provision of those services.

You understand that ESNA, in performing the required technical steps to provide the services to our users, may (a) transmit or distribute your content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ESNA to take these actions.

You confirm and warrant to ESNA that you have all the rights, power and authority necessary to grant the above license.

## **Other Content**

The services may include hyper-links to other web sites or content or resources. ESNA may have no control over any web sites or resources which are provided by companies or persons other than ESNA.

You acknowledge and agree that ESNA is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that ESNA is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **Changes to the Terms**

ESNA may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, ESNA will make a new copy of the Universal Terms available at <https://www.esna.gg/terms-of-service> and any new Additional Terms will be made available to you from within, or through, the affected services.

You understand and agree that if you use the services after the date on which the Universal Terms or Additional Terms have changed, ESNA will treat your use as acceptance of the updated Universal Terms or Additional Terms.

## **General Legal Terms**

Sometimes when you use the services, you may (as a result of, or through your use of the Services) use a service, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the terms do not affect your legal relationship with these other companies or individuals.



The terms constitute the whole legal agreement between you and ESNA and govern your use of the Services (but excluding any services which ESNA may provide to you under a separate written agreement), and completely replace any prior agreements between you and ESNA in relation to the services.

You agree that ESNA may provide you with notices, including those regarding changes to the terms, by email or postings on the services.

You agree that if ESNA does not exercise or enforce any legal right or remedy which is contained in the terms (or which ESNA has the benefit of under any applicable law), this will not be taken to be a formal waiver of ESNA rights and that those rights or remedies will still be available to ESNA.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these terms is invalid, then that provision will be removed from the terms without affecting the rest of the terms. The remaining provisions of the terms will continue to be valid and enforceable.

You acknowledge and agree that each member of the group of companies of which ESNA is the parent shall be third party beneficiaries to the terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the terms.

The terms, and your relationship with ESNA under the terms, shall be governed by the laws of the Kingdom of Morocco without regard to its conflict of laws provisions. You and ESNA agree to submit to the exclusive jurisdiction of the courts located in the Kingdom of Morocco to resolve any legal matter arising from the terms. Notwithstanding this, you agree that ESNA shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## Events

ESNA provides its customers a Local Area Network hereafter referred to as a “LAN” to facilitate the play of console and personal computer games for recreation and competitive purposes. ESNA provides this LAN to customers on the agreement that ESNA is not held responsible for the following:

- Timeliness of delivery
- Interruption of service not limited to power or networking
- Lose of personal possession

### Customer Ticket Cancellation / Refund / Transfer Policy

Customers requesting a ticket refund more than 14 days before the ESNA event for which the ticket was purchased are subject to a 10% administrative charge per individual booking.

Customers requesting a ticket refund less than 14 days and up to 7 days before the ESNA event for which the ticket was purchased are subject to a 50% administrative charge per individual booking.

Tickets cancelled 7 days before the ESNA event for which the ticket was purchased are non-refundable and non-transferable.

## Payment Types

ESNA will accept the following types of payment for the right to attend its events:

- All leading credit cards
- Cash (on the day of the event)



Some Payment methods cannot be used to purchase tickets in person during pre-registration or registration at events unless stated otherwise on **ESNA** website.

## **Product Delivery**

Customers may need to purchase the right to attend ESNA events. The right to attend an ESNA event will hereafter be referred to as a “ticket”. The price of the ticket dictates the facilities the customer will have access to.

No physical ticket or item is dispatched to the customer in response to the customer purchasing a ticket online, or on the day of the event. Immediate email acknowledgement is provided to the customer with an attached invoice indicating the type of ticket and the date of purchase if the ticket is purchased online.

If the ticket is purchased at the event, an invoice and receipt is available upon request from the customer. By default no invoice or receipt will be provided for tickets bought at the event without customers requesting one. In the event of an invoice not being dispatched for online ticket purchase, the customer should contact ESNA on the accepted methods of contact as documented in the support/contact us section.

## **Media Coverage**

By entering an ESNA event, players/spectators and the media agree to allow the free use of their names, likeness, photographs and general location for publicity and news purposes by ESNA in any manner whatsoever. This includes any imagery filmed or photographed by our coverage partners.

## **Event Cancellation**

In the event that ESNA cancels an event or specific tournament, customers will be entitled to a 100% refund of their purchased tickets and services no matter what the timeframe.

ESNA reserves the right to cancel an event or tournament without forewarning, up to and including the day of an event.

## **Tournament Rules**

Tournament rules are subject to change at any time and are provided as part of the sign up process for any tournament, ladder, league, Free for All, or event tournament.

It is the responsibility of all the users to know and understand the rules. By signing up to a tournament, you acknowledge that you have read, understand, and agree to abide by the rules posted with reference to the tournament in question.

ESNA will not tolerate players or teams that cheat, dispute on purpose, or repeatedly abuse players. Violators will be dealt with accordingly including possible removal from the ESNA site.

In the event of a dispute, as with all accusations, valid proof must be provided. Please see the proof section relating to the relevant tournament.

Abuse of our permanent or volunteer Staff will not be tolerated in any form. This includes written messages or verbal comments. Violators will be banned from the site for a period of time. Repeat offenders will be permanently banned.



Team names, blast messages, logos, avatars, and website links are subject to the Forum Rules.

Teams in a tournament must contain the minimum number of eligible players to remain in that tournament. Teams without the minimum number of eligible players are subject to removal without warning at the sole discretion of ESNA staff.

As a user, you are personally responsible for accepting an invitation to a team. Someone else cannot accept a team invitation for you. If you do not personally accept a team invitation, you may be disqualified from competing. You also forfeit the ability to receive prizes.

Users are prohibited from sharing account information stored on ghub.com with another person for any reason. This includes, but is not limited to, the following: Usernames, passwords, Email/Forum accounts.

If another person accesses your account, you may be disqualified from any relevant Ladders, Tournaments, Leagues, Free for All or event and removed from the ESNA website.

The ESNA Administration team, [contact@esna.gg](mailto:contact@esna.gg), reserves the right to overrule any pre-stated tournament rules at any given point. This applies to both Online Tournaments and events where ESNA are either the first or third party organiser.

## **Prize Payment**

ESNA aims to pay out all prize money within 6 months of the date when the event or online tournament took place.

ESNA may exceed this time frame in the event of extraordinary circumstances.

Event Prize Money will be paid to the person, or company, who purchased the winning competitor's ticket where applicable.

Online Tournament Prizes will be awarded to the players on the roster at the time of sign up, except for in circumstances outlined.

Should a roster exceed the size required to play tournament games, prizes will be awarded to the players at the discretion of an ESNA representative.

In the event of a Pay to Play tournament, referred to as "P2P" herein, payment will be made to the person, or company, who paid for entry for the winning competitor.

ESNA reserves the right to, at any time before the start date of an event or Online Tournament, change the prize money made available.

Prizes provided by a third party are not the responsibility of ESNA. In the event of a failure to provide prizes, ESNA may wish to substitute the prize with another. The decision to do so will be at the sole discretion of ESNA.

## **Payments, subscriptions and authorizations**

All fees listed and/or described on ESNA are in Dirham (MAD).

By allowing ESNA, one of its payment services providers, or other third party responsible for payment processing or administration, you declare to be at least at the required legal age to do so by the laws applicable for your location, or have parental consent to make use of the service. You also declare to be the legal owner



of the payment method (for example, but not limited to, credit card, or any type of bank account) required to make the payment.

ESNA reserves the right to, at any given time and for any reason, change its fees, or add additional fees. Your use of the service will constitute your acceptance of the change and continuation of the service.

ESNA reserves the right to immediately suspend, deactivate or delete your account or access to any service or services, without prior notice if you fail to respect the payments due or the clauses above.

You may terminate your subscription or use of a service at any time. When you terminate your account, it will not be automatically renewed and access will be terminated on the expiration date. Termination of this Agreement shall not relieve you of any obligations to pay accrued charges. You acknowledge that ESNA, in its sole discretion, may terminate your ID, password, account (or any part thereof) or use of the Service for any reason, including, without limitation, if ESNA believes that you have violated or acted inconsistently with the letter or spirit of the Agreement or ESNA ToS. ESNA may also, in its sole discretion, at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that ESNA may immediately deactivate or delete your account and/or bar any further access to the Service. Furthermore, you agree that ESNA shall not be liable to you or any third-party for any termination of your access to the Service.

## **Premium Service - Pay to Play**

ESNA is not liable for unauthorized access, nor the consequences, to your account in any way.

ESNA does not refund payments or purchases for P2P services, or any related services using the "credits", ESNA currency to access this or other premium services.

If any, the prize money available for Pay-to-Play events is the maximum pay out, but is not a definitive amount. The real prize money may depend on the number of entrances into the event.

## **Limitation of liability**

You hereby agree that ESNA will not be liable for indirect, special or consequential damages or any loss of revenue, profits or data arising in connection with this agreement or its services. Furthermore, our aggregate liability arising with respect to this agreement and the service will not exceed the total fees paid by you under this agreement.