

Trade on Tubes – Terms of Service

Article 1. Definitions

The terms used with a capital letter, both in the singular and in the plural and stated below, will be defined as follows directly after each term and throughout the document. So :

- **Barracud'Apps** means the Belgian company Barracud'Apps SPRL-U whose head office is located at Place de l'Université, 16/404 in 1348 OTTIGNIES-LOUVAIN-LA-NEUVE in Belgium and can be reached by phone on +32 477 83 13 05 or by email at trade-on-tubes@barracudapps.com or contact@barracudapps.com during office hours defined on the company's Facebook page accessible via <https://www.facebook.com/BarracudApps/>;
- **Application** means the "Trade on Tubes" software edited and provided by Barracud'Apps and available for free through Apple's "Apple Store" and Google's "Google Play Store". This software can be downloaded on any mobile device whose compatibility is verified by the managers of the aforementioned Stores. The Application also includes Content, software, programs, tools (programming, navigation, etc.) databases, operating systems, documentation and any other element and service that composes, updates and new versions that may be provided by Barracud'Apps SPRL;
- **Store** refers to the download platforms of the Application managed by Google and / or Apple on which the Application was disseminated by Barracud'Apps;
- **Content** means, in a non-exhaustive way, the whole structure of the Application, the various illustrations, videos, photographs, logos and acronyms, audio tapes, graphics and any other element that makes up, whether or not visible, the Application;
- **GST** means the General and Special Sales Terms of any element marketed within the Application and subject to the terms and conditions of Apple's "Apple Store" and Google's "Google Play Store";
- **Services** means any feature or service offered by the Application;
- **User** means a natural person who complies with the access conditions imposed by the Stores and who has downloaded the Application for personal, non-commercial, non-profit direct or indirect use;
- **Exchange** refers to any market in which transactions in securities or commodities are carried out or any place, whether physical or virtual, in which financial transactions take place;
- **YouTuber** means any creator of audiovisual content on the "YouTube" platform owned and operated by Google.

Article 2. Purpose of the Application

The purpose of the Application is to entertain the User and introduce him to the concepts of the Exchange in a supervised manner and without exchange of real money except for the supply of the User's virtual account through integrated purchases submitted to the GST. Barracud'Apps proposes to the User to follow the stock market rating of YouTubers and Youtubers partners and to influence this value directly by various actions on the Google-managed delivery platform. The value of each partner content creator is defined based on an algorithm owned and managed by Barracud'Apps whose parameters are kept confidential. The User has no control over this algorithm and agrees not to attempt to access it, by any means whatsoever, both to view it and to modify or distribute it profitably or not.

Article 3. Application access

The User must have a compatible device according to the criteria defined on the Stores and have a connection to the Internet.

Trade on Tubes is available for free from the Stores and on the Barracud'Apps website for devices with an Android® or iOS® operating system for respective versions greater than or equal to 21 and 11.0. This minimal version can be modified according to the updates introducing new Services.

The creation of an account is necessary in order to access the Services of the Application. This account can be created using an email address and resettable password if needed and/or through a Google Account.

Article 4. Financial conditions

The App is available free of charge, excluding Internet connection costs and in-app purchases of consumables, customizations or monthly subscriptions whose prices are displayed on the Stores.

Article 5. Internal Messaging and User Interactions

The Application allows messages to be exchanged between users by means of internal messaging. This messaging is governed by rules of ethics and propriety including the prohibition of harm to the integrity of any person, physical or moral, major or minor, using or not the application.

It is possible to report a User via the support email address of the application mentioned on the stores or directly to Barracud'Apps via social networks (Facebook, Twitter or Instagram), by phone on +32 477 83 13 05 or by email at trade-on-tubes@barracudapps.com, at contact@barracudapps.com or via the contact form available in the Application.

All reports must be justified and the Users concerned must be identified by means of their pseudonym, their name and their first name as referenced in the Application. Screenshots of the elements that led to the report can be provided as evidence to accelerate the investigation conducted by Barracud'Apps.

All conversations are retained by Barracud'Apps for a period of 220 days after their removal and may be provided to the appropriate authorities if they are necessary for the resolution of a judicial inquiry.

Article 6. Personal data

Any data entered by the User within the Application remains the property of the User unless otherwise specified.

The information required to set up an account is a unique pseudonym, the first and last name of the User as well as his sex and date of birth. This information, except the pseudonym, can be modified at will by the User.

The User has the possibility to integrate a personal image as an identifier within the Application. The User assumes full responsibility for the legal conformity of the image and ensures that he owns the broadcasting rights.

The information provided by the User will not be transmitted to any other entity, physical or moral, without prior consent of the User.

Article 7. Advertising

The advertising offered within the application comes from the AdMob and/or Unity networks and is offered in exchange for complementary virtual money or simply as support for the development team.

Advertising is targeted based on the information specific to the Application and does not use any information provided by the User unless otherwise specified when approving the terms of use of AdMob and / or Unity ad networks.

Any inappropriate advertising can be reported to Barracud'Apps via social networks (Facebook, Twitter or Instagram), by phone at +32 477 83 13 05 or by email at trade-on-tubes@barracudapps.com, contact@barracudapps.com or via the contact form available in the Application.

Article 8. Donations

The User has the possibility to make a donation of money to Barracud'Apps from the Application via a transfer via PayPal to actively support the development.

This donation is not tax deductible unless otherwise stated and is made on a voluntary basis. The donation will not be refunded except in cases of force majeure approved by Barracud'Apps or by a court decision.

Article 9. Account deletion

The User is free to delete all his information and close his account at any time and without reporting to Barracud'Apps.

By creating his account and using the Application, the User agrees that his personal data will be kept by Barracud'Apps for a period of 220 days following the deletion of his account. This information will be provided to the authorities when needed.

The deletion of the data entails the deletion of all the exchanged messages and all the documents (still and animated images, videos, soundtracks, etc.) that have not been added by Barracud'Apps.

Article 10. Fraud and promotion of illegal acts or illegal materials

Any attempt of fraud within the Application by one or more Users will be sanctioned by a suspension of the account(s) at the origin of the fraud for a duration ranging from 3 to 30 days. The suspension period is defined by Barracud'Apps. The decision shall take effect within 48 hours of written notification of the suspension decision to the User(s) concerned. A dispute can be filed with Barracud'Apps via social networks (Facebook, Twitter or Instagram), by phone +32 477 83 13 05 or by email at trade-on-tubes@barracudapps.com, contact@barracudapps.com or via the contact form available in the Application. In case of repetition, the account can be closed without delay.

By fraud is meant any attempt to circumvent Barracud'Apps security barriers within the Application or with its servers (eg: addition of virtual capital beyond the integrated payments or the viewing of advertising, hacking of application servers).

Any illegal act induces instant deletion of the User's account and may lead to legal action.

By illegal act is meant, non-exhaustively, any form of promotion or sale of illegal products, any incitement to hatred or terrorism or the dissemination of content for major to a minor audience.

Article 11. Obligations of the User

The User agrees to:

- download the Application only for personal and non-commercial use;
- not to reproduce, permanently or temporarily, the Application in whole or in part without the prior consent of Barracud'Apps;
- not make any adaptation, modification, translation, transcription, arrangement, compilation, decompilation, assembly, disassembly, transcoding, or reverse engineering (or "reverse engineering") of the Application in whole or in part, Services and / or Content;
- not to associate the Application with any unlawful or prohibited entity in at least one of the countries where the Application is broadcast;
- refrain from using any software beyond the security features provided by Barracud'Apps or the Stores;
- inform Barracud'Apps of any form of piracy or any use contrary to these conditions, the laws of the countries in which the Application is available or morality.

Article 12. Collaboration with the authorities

Barracud'Apps commits itself to the Users to not share the confidential information to any entity except derogation following a decision of justice.

Barracud'Apps ensures the physical and moral integrity of each User and will appeal to the competent authorities in case of dispute or conflict proven and found by a member of Barracud'Apps or any User (only after investigation).

Article 13. Contact

The User can contact Barracud'Apps via social networks (Facebook, Twitter or Instagram), via his website (accessible via the following link: <http://barracudapps.com/contact.php>), by phone at +32 477 83 13 05, by email at trade-on-tubes@barracudapps.com, at contact@barracudapps.com or via the contact form available in the Application.

A letter can also be sent to the head office of the company located at Place de l'Université, 16/404 at 1348 OTTIGNIES-LOUVAIN-LA-NEUVE, Belgium.

Article 14. Evolution of the general terms of use

These terms of use are applicable from the date of availability of the document noted at the end of the latter.

Barracud'Apps reserves the right to modify this document at any time, in whole or in part, in order to adapt it to the evolution of the application as it is updated. Any modification of the document will be indicated within the application in the "News" section.

The terms of use will be deemed approved as soon as they are posted by any User creating his account within the mobile game at a date after the update of these conditions.

Article 15. Independence of applications

Trade on Tubes is a mobile game independent of any other creation of Barracud'Apps.

However, the company reserves the right to terminate any other account created on one or more mobile applications developed by Barracud'Apps of a User who has breached these terms and conditions and has closed his account on the Application.

Article 16. Intellectual property and license

Barracud'Apps is the exclusive owner of all intellectual property rights relating to the Application and its Content.

None of the provisions of the general conditions of use can be interpreted as an assignment, a transfer, a sale, a concession, a license, a loan, a rent, a license of exploitation granted directly or indirectly by Barracud'Apps to the profit of the User on the Application its Content and/or Services.

It is forbidden for the User to access, modify and/or exploit the source codes of the Application or any element of the Content whatsoever.

The User agrees not to infringe the rights and image of Barracud'Apps through its use, and in particular that such use does not constitute an act of infringement, unfair competition or parasitic Content.

Article 17. Applicable law

These general conditions of use are subject to Belgian law.

Any dispute or dispute relating to the execution or interpretation of the present rules that cannot be settled amicably between the parties will be submitted to the competent courts.

Done at OTTIGNIES-LOUVAIN-LA-NEUVE, Belgium, this 26th of September, 2019.