

**USER AGREEMENT**

**I. Preamble**

**1.1** This User agreement (hereinafter - the agreement) regulates the legal relations between the Company and the Client regarding the provision of services by the Company to provide the Client with electronic access to the information product (the Ask & See game) implemented by the Company.

**1.2** This agreement is public.

**1.3** The parties to the agreement are:

**1.3.1** Company - IMPLEXA PTE. LTD (Singapore, company Reg. No. 202314453W, support@implexa.club).

**1.3.2** Customer - any adult fully capable natural person who wishes to receive the service of electronic access to the game "Ask & See".

**1.4** Game - information materials in the form of an online game, the provision of electronic access to which is carried out on the basis of acceptance by the Client of this agreement.

**1.5** Company Services - actions of the Company, the result of which is the provision of electronic access to the Game to the Client in the manner and on the terms stipulated by this agreement.

**1.6** Hereinafter referred to as the Website shall mean the Internet resource located at <https://implexa.club/> (hereinafter referred to as the Website).

**1.7** Telegram Chat in the text of this agreement means a multifunctional account created in the Telegram messenger, through which the service of providing electronic access to the Game, as well as communication between the Company and the Client will be provided.

**1.8** Client's Device (Device) - the Client's computer, including, but not limited to, a tablet computer, smartphone, laptop or other device with which the Client can be connected to the Internet and plans to use electronic access to the Game.

**1.9** The terms of this agreement, including, but not limited to, the procedure of service provision, cost of services, list of services, may be changed by the Company unilaterally without any special notice, the new version of the agreement comes into force from the moment of its posting on the Internet at <https://implexa.club/>, unless otherwise provided by the new version of the agreement.

**1.10** In case the Client has any questions about the terms and conditions of this agreement, the Client may ask questions via e-mail (address: support@implexa.club).

**1.11** Paying for access to the game Ask & See, the Client confirms that he is fully familiar with the text of the agreement, all the terms of service are clear and known to him.

**1.12** If the Company, in the manner prescribed by paragraph 1.9. has made any changes in the agreement and the Client does not agree with the new terms, he is obliged to stop using the services of the Company.

## II. Subject of the agreement

**2.1** In accordance with the terms of this agreement, the Company undertakes on the basis of the Client's application to provide him with paid services to provide electronic access to the game Ask & See, the description of which is placed on the Company website (hereinafter - services / game).

**2.2** The services are provided on the Internet (i.e. the Game is held in online format) using the Company's software, as well as Telegram chat. The list of necessary conditions for participation in the Game are specified in Section III of this agreement, as well as on the Site and in the rules of participation in the Game.

**2.3** The cost of services, a description of the Game and the duration of access are posted on the Site. If the Customer does not understand the content, essence, duration, conditions of participation in the Game or has any other questions before the moment of payment the Customer must contact support via email (address: support@implexa.club) or Telegram-chat. In cases where the Client has not fulfilled this obligation, the Client shall not be entitled to refer to the lack of agreement of the essential terms of the agreement or the fact that there is no need to receive services and to demand a refund of transferred funds.

The company has the right to unilaterally change the cost of services, and the cost of services already purchased at the time of changing the cost is not subject to change.

**2.4** The service is provided "as is". Due to the individual psychological characteristics of each Client, the Company assumes no responsibility, including for the compliance of the content of the Game with the objectives, expectations and requirements of the Client, for any consequences of participation in the Game of the Client, the practical result and effectiveness, and the Company does not guarantee that access to the Game will be provided continuously, quickly, reliably and error-free.

**2.5** The Parties hereby stipulate that in order to provide services, the Company has the right to engage third parties, without the prior approval of the Client.

## III. Conditions for participation in the Game

**3.1** Participation in the Game is possible only if the Client has a Device that allows access to the Internet at a speed of at least 50 Mbit / s, as well as view on the Internet audiovisual works, install applications for video conferencing and correspondence. If necessary, the Customer shall be obliged to independently purchase and install the necessary software products on his Device.

Availability of a Device with Internet access implies its uninterrupted operation with the above requirements during the entire time period of participation in the Game. This means that in cases of lack of charge, power, internet disconnection, failure or malfunction of the Device, both before and during the participation in the Game, as well as any failure of the Customer's Device to meet the necessary technical requirements shall not constitute grounds for a second access to the Game or for a refund of the service fee.

This term of the agreement is essential and obligatory, as a result of which **the Client** hereby **acknowledges, by accepting this agreement, the availability of a Device that meets the above requirements** and understands and acknowledges that the Company is

not responsible if the Client cannot participate in the Game on the Device chosen by the Client due to a lack of technical characteristics of the Device or the necessary software products on it.

**3.2** The Client is solely responsible for the compatibility of his device with the Site and the ability of his device to view and/or temporarily download units of audiovisual works as permitted. If the Customer's device does not support the file format of the audiovisual work unit, the Company shall not be under any obligation to reimburse the Customer for the paid service. The Company is not responsible for the inability of the Customer to view units of audiovisual works, as well as low quality of transmission due to the specifics of the Customer's devices and the quality of his connection. All issues related to the setting of Internet access, settings of the Customer's devices and software are not covered by this agreement and are subject to independent settlement on the part of the Customer.

**3.3** People in a stable psycho-emotional state, with no psychiatric diseases are allowed to participate in the Game. All participants of the Game are obliged to comply with the ethical rules of participation in the Game, the instructions of the leader (game practitioner). Rules of participation in the Game can be found on the Website, in Telegram-chat or by contacting support via e-mail (address: support@implexa.club) or Telegram-chat.

The present condition of the agreement is essential and obligatory, as a result of which **the Client hereby confirms that he complies with the above requirements when accepting the agreement, and undertakes to comply with the ethical rules of participation in the Game.** The Client understands and acknowledges that the Company is not responsible for any consequences that may result from failure to comply with the aforementioned requirements. In case the Client fails to comply with these rules (because it can lead to the violation of other Clients' rights), he can be excluded from the participation in the Game by the decision of the Company or the facilitator (Gamekeeper) both before and during the Game. In case of removal from the Game, the cost of the services provided by this agreement is not refundable.

#### **IV. Procedure for rendering services**

**4.1** In order to receive the service, the Client must first read on the Site or Telegram Chat the description of the Game, the terms of this agreement, the rules of participation in the Game.

**The Company recommends not to receive electronic access to the Game if the client is not sure if it is necessary or possible to participate in the Game.**

**4.2** The Client, having decided to participate in the Game, orders the Company's services.

Ordering can be done on the Site, via Telegram chat or customer service.

The order is made by the Client activating the active fields "Participate"/"Activate"/"Pay" or via Telegram chat or support service on the Site.

**4.3** Payment for the service of the Company is an acceptance of this agreement. Acceptance of the agreement is complete and unconditional.

**4.4** The Client has the right to choose a date and time to participate in the game, both before and after the payment. The date and time shall be chosen by the Customer through the Website, e-mail or Telegram chat not later than 7 (seven) calendar days from the moment of payment. If the Customer has not chosen a date and time within the specified period, the Company has the right to sign the Customer up for the next available date and time.

**ATTENTION!!!! The client has the right to change the Date and time of participation in the Game not later than 24 hours before its beginning and only once.**

**4.5** The Company is not responsible and does not refund money in cases where the services do not meet the expectations of the Client, as well as in cases where the Client was signed up for the Game and received an electronic link to participate in the Game, but did not participate in it (except in cases of postponing or cancellation of the Game by the Company).

**4.6** If the Customer has any questions while getting acquainted with the Site, choosing the Game, the date and time, he may contact the support service by e-mail: support@implexa.club.

**4.7** The Service is considered to be duly provided if the Client was provided with electronic access to the Game, regardless of whether the Client participated in the Game or not.

## **V. Cost of services. Payment procedure**

**5.1** The cost of services is listed on the Site.

**5.2** By paying for the services of the Company, the Client confirms that all the terms of service for electronic access to the Game, as well as the description of the Game is clear and known to him.

**5.3** Payment for the Company's services can be made in the following ways:

- a.** by wire transfer on the basis of the invoice. To receive the invoice, the Customer should contact the support service via e-mail: support@implexa.club or Telegram chat;
- b.** by means of cashless payment with a bank card, the data of which are specified by the Client in the payment service on the Site. The company does not guarantee the absence of errors and malfunctions in the payment service in relation to the provision of cashless payment;
- c.** in any other manner not inconsistent with applicable law.

**5.4** In case of payment of services by bank card it should be taken into account that the Company has no access to the bank card data specified by the Client and is not responsible for the safety and confidentiality of the data transmitted when making non-cash payment. Non-cash payment is carried out with the participation of the authorized operator on reception of payments, the operator of electronic money or other participant of calculations and is regulated by rules of the international payment systems, banks (including the bank card issuing bank) and other participants of calculations.

**5.5** When making payment for services with a bank card, the Client confirms and guarantees that he indicates true and complete information on a valid bank card issued in

his name; that he complies with the rules of international payment systems and the requirements of the issuing bank that issued the bank card, including with regard to the procedure for non-cash settlements.

**5.6** The Client understands and agrees that all actions performed within the payment service on the Site using his bank card are considered to be performed by the Client.

**5.7** The Company reserves the right at any time to require the Client to confirm the data specified by him within the payment service, including bank card data, and to request in this regard confirming documents (in particular identity documents), failure to provide which, at the discretion of the Company, may be equated with the provision of false information and lead to consequences provided for by paragraphs. 14.3 and clause 14.4 hereof.

**5.8** The moment of payment is the moment when the funds are credited to the Company's account. After successful payment the Customer receives a payment confirmation to the e-mail address specified by him when registering.

**5.9** After the Company receives information about the crediting of the cost of the service to the Company's account, the latter proceeds to provide services to the Client in the order of Section IV of this agreement.

## **VI. Rights and obligations of the Parties**

### **6.1 Company Rights:**

**6.1.1** determine the cost of services independently;

**6.1.2** make changes to the list of services: their content, topics, volume, etc;

**6.1.3** update the content, functionality and user interface of the Site at its own discretion. The Company has the right to inform the Client about the made modifications by means of placing the corresponding information on the Site, or by letter to the e-mail address specified by the Client (at the Company's choice);

**6.1.4** in any way to record the Client's participation in the Game;

**6.1.5** other rights provided by this agreement.

### **6.2 Company Responsibilities:**

**6.2.1** provide the Client with electronic access services to the Game;

**6.2.2** as far as possible, to inform (warn) the Client about additional conditions and upcoming changes in the procedure of providing access by posting relevant information on the Website, Telegram-chat or a letter to the e-mail address indicated by the Client during registration (at the Company's choice);

**6.2.3** provide the Client with all necessary information in accordance with the terms of this agreement;

**6.2.4** when providing services, the Company is guided by the principle of maximum consideration of the Client's interests;

**6.2.5** comply with the requirements of applicable law;

**6.2.6** perform other duties stipulated by the terms of this agreement.

### **6.3 Rights of the Client:**

**6.3.1** receive from the Company all necessary information relating to the Game;

**6.3.2** refuse to receive the service before the moment of payment for the service. For the purposes of this paragraph, the moment of payment for the service specified in this paragraph is defined by the Parties as the moment of debiting the bank card or account of the Client.

In all other clauses of this agreement, the time of payment for the service is determined in accordance with clause 5.8. of the agreement.

**6.3.3** get electronic access to the Game after payment;

**6.3.4** other rights provided by this agreement.

**6.4** Responsibilities of the Client:

**6.4.1** pay for the Company's services in full;

**6.4.2** get acquainted with all initial information relating to the Game, as well as the conditions of participation in the Game. The Company is not responsible if this obligation has not been fulfilled by the Client;

**6.4.3** Customer has no right to use the Game materials in any way, except as specified in part VII of this agreement;

**6.4.4** Customer has no right to use the materials of the Game (in whole or in part) for commercial or other purposes not agreed with the Company;

**6.4.5** perform other duties stipulated by the terms of this agreement.

## **VII. Intellectual Property**

**7.1** The Customer understands and acknowledges that the Game and all materials contained therein are the result of the intellectual activity of its authors and are protected by applicable intellectual property laws.

By receiving electronic access to the Game, the Client warrants that he or she does not and will not perform any actions:

- aimed at circumventing the technical means of protection against unauthorized use of the Game materials;
- against the normal operation of the Company;
- violating the rights of other Clients;
- violating the rights of the Company and the authors of the Game.

**7.2** The Client, at the same time with the provision of services, is entitled to review the materials of the Game, access to which he received, without the right to record the Game or its materials in the memory of any device.

**7.3** The right to view materials of the Game is intended solely for personal, noncommercial purposes of use. Any copying, reproduction, processing, distribution, communication to the public, circumvention of technical protection, or other use of audiovisual works outside of the opportunities provided by this agreement, as well as any use thereof for commercial purposes is prohibited.

**Customer may not resell, gratuitously transfer to third parties, or use the access purchased by him for commercial purposes, including changes made by him.**

**7.4** The services under this agreement are provided only to the Client personally. The Client is prohibited to give access details (login, password, links, etc.) to third parties, and it is also prohibited to access the Game together with third parties without the Company's express permission. In case of violation of this clause, the Company has the right to deprive the Client of electronic access to the Game without refund.

**7.5** The person violating the terms in clauses 7.1., 7.2., 7.3. and 7.4. of this agreement shall be deprived of access to the Game without refund of the cost of services, and shall also be held liable under the applicable law. In addition, in the event that access to the Game is transferred to third parties, the Customer shall be liable to pay a fine of 1000 USD for each fact of violation.

In the case of copying materials of the Game the guilty person is obliged to compensate the Company in the amount of 500 000 USD.

### **VIII. Limitation of liability**

**8.1** The Company does not assume any responsibility, including for the compliance of the content of the Game with the goals, expectations and requirements of the Client.

**8.2** The Client assumes all possible risks associated with his actions to prevent errors and inaccuracies in the data provided by him to participate in the Game.

**8.3** The Company is not responsible for any losses and moral damages incurred by the Client as a result of the Client's erroneous perception of the information contained in the Game.

**8.4** Under no circumstances the Company, its employees, officials or other related parties, sponsors, intermediaries, representatives, partners, including acting on behalf of the Company, shall be liable for any direct or indirect losses incurred by the Client in connection with the receipt of Company services, as well as resulting from illegal access by third parties to personal data of the Client.

**8.5** The Company makes all possible efforts to ensure the performance of the Site and the Game software, but is not responsible for nonperformance or improper performance of obligations under this agreement, as well as possible damage resulting from it:

**8.5.1** unlawful actions of Internet users and / or other entities aimed at violation of information security or the normal operation of the Site or Game software;

**8.5.2** malfunctions of the Site or Game software caused by errors in code, computer viruses and other foreign code fragments in the software of the Site or the Game;

**8.5.3** absence (inability to establish, termination, etc.) of Internet connections between the Client's server and the Site's server.

**8.6** The aggregate liability of the Company is limited to the amount of the cost of the Company's services paid by the Client.

### **IX. Refunds to the Client**

**9.1** Refunds are possible in the absence of counter provision by the Company (failure to provide services under this agreement), as well as in cases stipulated by applicable law.

**9.2** To get a refund, the Client should send a claim by e-mail to support@implexa.club.

**9.3** The term of consideration of the claim is ten (10) working days from the date of receipt.

**9.4** If the claim is satisfied, the period of refund is one calendar month from the date of receipt from the Client of all necessary information for the return of funds.

**9.5** In order to **prevent fraudulent actions, the funds can be returned only to the same payment details from which they were received.**

## **X. Guarantees**

**10.1** The Parties guarantee that they are not and will not in the future engage in illegal activities, including money laundering and terrorist financing, using this Agreement.

**10.2** Due to the fact that the Company is not able to verify the reliability of the information provided by the Client, as well as to assess his competence, the Client guarantees that:

**10.2.1** provides the Company with accurate and sufficient information necessary to execute this agreement and keeps this information up to date. In case of changes in his data during the period of providing services the Client shall notify the support service via e-mail (address: support@implexa.club) or Telegram chat;

**10.2.2** is an adult with full legal capacity and capability.

**10.3** The Company warrants that:

**10.3.1** has all necessary rights to execute this agreement;

**10.3.2** the rights to all objects constituting the design of the Site as a whole and its individual elements, the software of the Site, collections of audiovisual works belong to the Company or the Company has received the appropriate permission from the copyright holder to use and distribute objects of copyright.

## **XI. Force majeure clause**

**11.1** The parties are relieved from responsibility for full or partial non-fulfillment of their obligations under this agreement, if such non-fulfillment was a consequence of force majeure circumstances, i.e. such circumstances of which the parties to this agreement were not aware at the time of payment for services. Force majeure includes in particular: natural disasters, acts of war or other extraordinary circumstances, strikes, actions and decisions of state authorities, failures occurring in telecommunications and energy networks, regulations of legislative and executive authorities having binding force at least for one of the parties, if in connection with their adoption execution of this agreement became impossible, blocking of the Site and other circumstances that prevent the execution

**11.2** The party unable to fulfill its obligations under this agreement due to force majeure must notify the other party of the occurrence of circumstances preventing the fulfillment of obligations by e-mail within a reasonable time.

The parties are exempt from liability for partial or full default of obligations under this agreement, provided that the other party is duly notified by e-mail (support@implexa.club - for the Company and the e-mail that was specified when paying for the services - for the Client).

**11.3** If force majeure circumstances last for more than two months, either party has the right to refuse further performance of obligations under this agreement, and neither party may demand compensation from the other party for possible losses for the duration of the force majeure circumstances.



## **XII. Confidentiality and processing of personal data**

**12.1** The terms of use of Customers' Personal Data are defined in the Company's Privacy Policy posted on the Website.

## **XIII. Dispute resolution procedure**

**13.1** All disputes between the parties shall be resolved by negotiation.

**13.2** If there are any claims, these claims shall be sent by the parties to each other in writing by e-mail of the parties (Company e-mail for sending claims - support@implexa.club).

**13.3** For an objective assessment of the situation and the prevention of abuse, all claims arising from the Client in connection with the provision of services, must be stated by him in writing within ten (10) days from the date of their occurrence. After the specified period, the Company reserves the right not to consider the claim received.

**13.4** Claims must be considered by the parties within ten days (non-working days are not included).

**13.5** If the parties fail to resolve a dispute amicably, including by sending claims to each other (mandatory complaint procedure), any dispute, controversy or claim in connection with this agreement or its breach, termination or invalidity will be finally resolved in court at the location of the Company, applying the laws of the location of the Company.

**13.6** Collective suits between the Company and the Clients are not allowed.

## **XIV. Other conditions**

**14.1** For all questions related to this agreement and the purchase of the Company's services, the Client should contact the support service by e-mail support@implexa.club or Telegram-chat.

**14.2** This Agreement shall be valid from the moment of its acceptance by the Client and until the parties have fully performed their obligations.

**14.3** If the Client repeatedly violates this agreement, as well as in case of unethical or disrespectful behavior of the Client during the Game, the Company reserves the right at its sole discretion to restrict or terminate the Client's access to the Game (without refunding the cost of services) or apply other measures to the Client in order to comply with applicable law or the rights and legitimate interests of third parties and other Customers.

**14.4** This agreement may be terminated by agreement of the parties, as well as unilaterally extrajudicially in cases:

**14.4.1** specified in clause 14.3. hereof;

**14.4.2** infringement by the Client of the intellectual rights of the Company and/or the Company's partners;

**14.4.3** transfer access to the Game to third parties;

**14.4.4** in other cases provided for by applicable laws of Singapore.

**14.5** Invalidity of individual provisions of this agreement, if recognized by a court or other authorized state body, does not entail its invalidity as a whole.

**14.6** As part of the execution of this agreement, electronic document management will be used, which will be carried out through the exchange of information via e-mail or through Telegram chat.

**14.7** By accepting the terms of this agreement, the Client declares and agrees that he fully understands and accepts the terms specified therein and considers them to be exhaustive and complete.

*THIS USER AGREEMENT published at: <https://implexa.club/>  
and is effective as of May 12, 2023.*