

PUBLIC OFFER

for the conclusion of an agency agreement

1. TERMS AND DEFINITIONS

1.1. **Website** – an information system hosted on the Internet at the domain name gamepult.com, which provides the ability to place Orders.

1.2. **Order** – an action performed by the User directed at issuing an instruction to the Administrator to acquire Digital Goods by completing the necessary purchase forms for the direct delivery of software and management of digital content. Depending on the Digital Goods being purchased, the required form may differ.

1.3. **Digital Goods** – alphanumeric codes or any other types of codes or links that enable the copyright holder of a computer program and the owner of a broadband platform to identify an instance of a Computer Game or individual computer programs forming part of a Computer Game; allow the User to access additional features (computer programs) of a Computer Game; allow access to features that copyright holders of computer programs and owners of broadband platforms provide under various subscriptions for the use of such computer programs and broadband platforms; and also allow the User to top up their monetary balance for payment for the use of the aforementioned Computer Games, access to computer programs and subscriptions.

1.4. **User** – a natural person who is a visitor to the Website or who uses the Website in accordance with its functional capabilities for the purpose of placing an Order.

1.5. **Computer Game** – an artistic virtual environment on a broadband platform that uses computer programs to organise the gaming process.

1.6. **Administrator** – GAME PULT TRADING – FZCO, a legal entity incorporated under the laws of the Emirate of Dubai (UAE), registration number 79502, registered at: 86254-001, IFZA Business Park, DDP, Dubai Silicon Oasis, Dubai, United Arab Emirates, which owns and administers the Website and executes the instructions of the User as expressed in the Order.

1.7. **Public Offer** – this public offer for the conclusion of an agency agreement.

1.8. **Personal Account** – the User's personal page (section) on the Website with a set of digital tools providing access to the functionality and features available to Users on the Website.

1.9. **Activation** – an action performed by the User consisting of entering the alphanumeric or other code of the Digital Product into the designated activation field at the location and in the manner specified by the copyright holder of the computer program and the owner of the broadband platform, or following the link of the Digital Product and/or redeeming/accepting the Digital Product in another manner provided for by the copyright holder of the computer program and the owner of the broadband platform.

1.10. **Parties** – the Administrator and the User.

2. GENERAL PROVISIONS

2.1. This document constitutes a public offer addressed to an unlimited circle of persons worldwide and proposes the conclusion on the Website of an agency agreement on the terms set out below with any interested person regarding the issuance of an instruction to the Administrator to acquire a Digital Product for and in the interests of such person for the subsequent direct delivery of software and management of digital content.

2.2. By placing an Order and paying for Digital Products, the User provides full and unconditional acceptance of the terms of the Public Offer. The fact of the User's acquaintance with the terms of the Public Offer is confirmed by marking their acknowledgement of and agreement to its terms when placing an Order. If the User does not agree with the terms of the Public Offer, the Administrator is unable to provide the User with access to the digital functionality of the Website or to accept and fulfil the instruction to acquire and provide Digital Products to the User.

2.3. The Public Offer is intended for the conclusion of an agreement with persons who have reached the age of majority (18 years of age). For the conclusion of an agreement with persons who have not yet reached the age of 18 but who are fully legally capable under applicable law, the interested party is recommended to contact the Administrator to obtain information on the documents required to confirm full legal capacity and the procedure for concluding an agreement with such persons.

2.4. The agreement concluded on the basis of the Public Offer is governed by the law of the Emirate of Dubai (United Arab Emirates), unless the legislation of the state where the User permanently resides or is habitually present provides otherwise in respect of a specific legal relationship.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. Under this Agreement, the User instructs the Administrator, for remuneration, to acquire in the Administrator's own name but at the expense of and in the interests of the User the Digital Product specified in the Order, and the Administrator undertakes to acquire such Digital Product and deliver it to the User within the time limits and by the means specified in the Agreement.

3.2. The instruction is issued by the User to the Administrator via the Website, on which the User places an Order in the form established by the Administrator.

3.3. The Website Terms of Use form an integral part of the Agreement. The User is obliged, upon acceptance of the Public Offer, to familiarise themselves with the Website Terms of Use.

3.4. Amendments (additions) to the Agreement are made by the Administrator unilaterally. The User is notified of any amendments (additions) to the Agreement by the Administrator through the mandatory publication of the new version of the Agreement on the Website; such amendments (additions) take effect upon the expiry of 5 (five) days from the date of publication of the new version of the Agreement on the Website. The placement of an Order after the new version of the Agreement takes effect constitutes the User's acceptance of the new version of the Agreement. In the event of disagreement with the new version of the Agreement, the User must immediately cease using the Website and must not place any Orders.

3.5. The rules for acquiring a Digital Product may provide for a deadline for its Activation.

4. PRICE AND PAYMENT PROCEDURE

4.1. The price of Digital Products is specified by the Administrator when the User places an Order and is displayed in the Order form completed by the User.

4.2. The Administrator's remuneration is included in the price of the Digital Products.

4.3. The price of the Digital Products and the Administrator's remuneration include all taxes payable under the legislation applicable in the jurisdiction of the Administrator and the copyright holders of computer programs and owners of broadband platforms.

4.4. Payment for Digital Products is made by the User after placing an Order on a cashless basis in the amount of 100% of the cost of the ordered Digital Products within the period established by the Administrator. Payment is made after the User follows the payment link on the Internet. If the said

payment period is exceeded, payment becomes impossible and the Order is cancelled by the Administrator unilaterally.

4.5. The Administrator retains its remuneration from the amounts received from the User in payment for the Digital Products.

4.6. The User confirms that all transactions performed using the relevant payment instrument are performed by them personally.

5. DELIVERY OF THE DIGITAL PRODUCT

5.1. The Digital Product may be delivered by placing it in the User's Personal Account or by sending it to the email address provided when placing the relevant Order.

5.2. In order to use the Digital Product for its intended purpose, it must undergo Activation. If a deadline for Activation of the Digital Product was agreed upon at the time of its acquisition, the User is obliged to carry out Activation within the established deadline. Failure to do so may result in the expiry of the Activation period leading to the termination of the obligation of the copyright holder of the computer program and the owner of the broadband platform to accept the Digital Product, as a result of which the User loses the ability to use it for its intended purpose.

5.3. The User's instruction is considered fulfilled by the Administrator upon delivery of the Digital Product, regardless of whether it has been Activated.

5.4. After the User's instruction has been fulfilled by the Administrator, the Digital Product may not be exchanged, and its cost may not be refunded through the Administrator. The User may contact the copyright holder of the computer program and the owner of the broadband platform directly, for whose software delivery and digital content management the Digital Product was purchased for the User by the Administrator. The question of exchanging the Digital Product or refunding its cost is resolved by the copyright holder of the computer program and the owner of the broadband platform independently on the basis of their own regulations and rules.

5.5. In the event of a refund to the User, the Administrator shall also return its remuneration to the User.

5.6. In the event of a refund to the User, bank charges and the cost of any other services provided by banks when paying for the Digital Product are not subject to reimbursement.

5.7. If the Digital Product has not been received by the User or its Activation does not occur despite the User's compliance with all requirements, conditions and rules established by the copyright holder of the computer program and the owner of the broadband platform, the User must notify the Administrator of this fact by sending a request to info@gamepult.com or by any other means specified on the Website. The Administrator is obliged to carry out an investigation and to inform the User of its results as soon as possible.

5.8. The User must not allow third parties to access their Personal Account or the email containing the Digital Product. The Administrator is not obliged to provide the User with compensation or another Digital Product if the Digital Product has been accessed and used by third parties without the User's consent.

5.9. The Administrator is not obliged to provide the User with compensation or another Digital Product if the User has missed the Activation deadline.

6. LIABILITY OF THE PARTIES

- 6.1. For failure to perform or improper performance of obligations under this Agreement, the Parties shall bear liability in accordance with the Agreement and the applicable legislation in force.
- 6.2. If defects (malfunctions) are discovered during the use of the Website, including the Personal Account, that prevent the normal operation of the Website and are not caused by the User's incorrect use of the Website, the Administrator shall remedy such incidents and errors in the operation of the Website at its own expense and within a reasonable time, on the basis of written notification from the User of the discovered defects (malfunctions) of the Website by email to: info@gamepult.com.
- 6.3. The Administrator shall not be liable under transactions concluded by it in fulfilment of the User's instructions for the performance by the copyright holder of the computer program and the owner of the broadband platform of their obligations to the User; however, if a violation of the User's rights arises through the fault of the Administrator, the Administrator undertakes to compensate the User for documented losses caused to the User in connection with the violation of their rights as a consumer.
- 6.4. The User is aware of all the functional capabilities of the Website and the characteristics of the Digital Products and therefore independently bears the risk of the Website and the Digital Products failing to meet the User's wishes and needs. The Administrator shall not be liable for any losses arising from improper use or the inability to use the Website in accordance with the User's wishes and needs, including losses arising from software and technical limitations, incompatibility of computer programs and their settings on the User's device, as well as from other circumstances beyond the Administrator's control that prevent the use of the Website and Digital Products. The User independently bears responsibility for all their actions related to the use of the Website and Digital Products.
- 6.5. The Parties have established that the Administrator is not a participant in the turnover of Digital Goods and does not bear the obligations imposed on participants in the turnover of Digital Goods, except in cases expressly provided for by applicable legislation.
- 6.6. The Parties are released from liability for partial or complete failure to perform their obligations under the Agreement if such failure is the result of force majeure circumstances arising after the conclusion of the Agreement as a consequence of extraordinary events that neither the Administrator nor the User could have foreseen or prevented. In the event of force majeure circumstances, the deadline for performance of obligations under the Agreement is extended by a period commensurate with the duration of such circumstances and their consequences.
- 6.7. The Administrator shall not be liable for the accuracy and correctness of information provided by the User either when creating a Personal Account or when completing forms on the Website when placing an Order. In this regard, the User bears all risks of adverse consequences arising therefrom.
- 6.8. The Administrator shall not be liable for the consequences of the User's loss of the payment instrument used by the User to pay for Digital Products, including for unauthorised payments made by third parties for Digital Products using such payment instrument.

7. OTHER PROVISIONS

- 7.1. This Agreement is concluded for an indefinite period and comes into force from the moment specified in clause 2.2 of the Agreement.
- 7.2. In all other respects not governed by the terms of this Agreement, the Parties shall be guided by the provisions of applicable legislation.
- 7.3. The Agreement may be terminated at the initiative of the Administrator:
- if there is no technical capability to fulfil the User's instructions;

- if the Administrator has reason to suspect that Digital Products are being acquired in a fraudulent manner and/or in a manner that violates the rights and legitimate interests of the Administrator or other persons.

In such cases, the Administrator sends the User a notice of termination of the Agreement to the User's email address provided in the last Order or specified in the Personal Account. The Agreement is deemed terminated on the day following the date on which the Administrator sends such notice.

7.4. The Agreement may be terminated either by mutual agreement of the Parties or at the request of either Party. The Party intending to unilaterally terminate the Agreement must notify the other Party 15 days prior to the date of termination by sending a message by email: to the User at the address specified in the Personal Account or the last Order, and to the Administrator at info@gamepult.com.

7.5. Upon termination of the Agreement pursuant to clause 7.4, the rights and obligations of the Parties arising prior to the date of termination must be fully performed by the Parties. Upon termination of the Agreement by the Administrator on the grounds provided for in clause 7.3, the obligations of the Parties are extinguished immediately, with the exception of obligations relating to the completion of mutual settlements.

7.6. Without prejudice to the rights of the Administrator set out in clause 7.3 of the Agreement, in the event of:

- the Administrator having reason to suspect that Digital Products are being acquired in a fraudulent manner and/or in a manner that violates the rights and legitimate interests of the Administrator and/or third parties;
- the Administrator receiving requests from law enforcement or other governmental authorities in connection with the User,

the Administrator has the right to block the User's Personal Account on the Website and to delete the Digital Product received by the User in such a manner without any refund. The Administrator also has the right to apply other restrictions connected with the existence of the circumstances specified in this clause, as well as for technical reasons. In these and other cases, the Administrator reserves the right to provide any information to law enforcement authorities both upon request and on its own initiative.

8. **PERSONAL DATA**

8.1. When placing an Order and using the Website, the User provides the Administrator with their personal data. The processing of the User's personal data is carried out in accordance with the Administrator's Personal Data Processing Policy published on the Website at gamepult.com. The User confirms that they have read the said Policy and consents to the processing of their personal data for the purposes and to the extent provided therein.

9. **PRE-ACTION PROCEDURE AND DISPUTE RESOLUTION**

9.1. Prior to resorting to court proceedings, the Parties undertake to comply with a pre-action (claims) dispute resolution procedure. A claim shall be submitted in writing: by the User — to the email address info@gamepult.com; by the Administrator — to the User's email address specified in the Personal Account or the last Order.

9.2. The period for reviewing a claim is 30 (thirty) calendar days from the date of its receipt, unless otherwise provided by applicable legislation.

9.3. If the Parties fail to reach an agreement through the pre-action procedure, the dispute shall be referred to the competent court at the location of the Administrator in accordance with the legislation of the Emirate of Dubai (United Arab Emirates).