

## **USER AGREEMENT**

This agreement (hereinafter - "Agreement") is concluded between Aleksei Chepuriaev as an individual entrepreneur (Organizational form: Individual Entrepreneur Expert Boosting Identification number: 304632538; Registration number and Date: 27.10.2022; Registering authority: LEPL National Agency of Public Registry, Legal address: Georgia, Tbilisi, Saburtalo District, village Dighomi, V. Batonishvili str., N20, floor 6), hereinafter referred to as the "Contractor", and the User of the Site, hereinafter referred to as the "User", regarding the provision of the service for the "Elo Boosters" website (hereinafter referred to as the "Site").

The Site, accessible at <https://elo-boosters.com>, is a program that allows Users to access its functionality. By visiting the pages of the Site and registering on the Site, the User unconditionally agrees with this Agreement, which sets the rules for using the Site.

The copyright holder of the Site is Aleksei Chepuriaev as an individual entrepreneur, who owns the rights to the site.

### **Definitions used in this agreement:**

"Contractor" - Aleksei Chepuriaev, acting as an individual entrepreneur, responsible for providing the services outlined in this agreement.

"User" - Any person who accepts this Offer.

"Software" - A database consisting of User Requests, organized using machine learning and artificial intelligence algorithms to allow these requests to be found and processed by an electronic computing machine.

"Booster" - A representative of the Contractor, tasked with providing services according to the User's Request on the Site.

"Service" - The efforts undertaken by the Booster to provide a service aimed at achieving a virtual rank or other achievements in the game, as detailed in the site's price list and requested by the User.

"Site" - An informational resource on the Internet with a unique URL, constituting a set of interconnected web pages themed around a common feature, designed for the online publication of information. This term may be used in both singular and plural forms in this document. The primary address of the Site is <https://elo-boosters.com>.

"Personal Account (PA)" - A section on the Site designed to display necessary information for the User, such as detailed settlements, notifications, statistical data, reports, and other information in real-time. It also facilitates remote interaction between the Parties under the Agreement, accessible to the User after logging into the Site.

"Statistical Data" - Information from automated accounting systems regarding the number of access rights provided to the User to the Contractor's Software, including data for cost

calculation and other information pertinent to executing the Agreement in electronic form.

"Reporting period" - A timeframe during the term of the services received, equal to the calendar month. The first reporting period is considered to be from the date of acceptance of the Agreement to the end of the corresponding calendar month, and the last reporting period is from the beginning of the calendar month to the date of expiration or termination of the Agreement. Reports are provided in the form of a purchase history in the PA.

"Personal Account" - A unique identifier for the User, used for the cumulative accounting of the number of services provided to the User, including information about User payments. This account is technological in nature and is not considered a current or bank account.

"Depositing funds to the Personal Account" - the User's payment to the Contractor's current account, or the payment made using a bank card, or electronic payment systems - PayPal, as well as other electronic payment systems acceptable for settlements on the site.

## **STATUS OF THE AGREEMENT**

1.1. The Agreement defines the terms of use of the Site, the rights and obligations of the User and the Contractor, within the provision of Services to the User. The subject of the Agreement is the provision of services for the development of games by the Contractor to the User under the terms of the Agreement. The Agreement is provided on an "as is" basis. The Contractor does not guarantee the functioning of the Site at every single moment of time.

1.2. The User's acceptance of the Agreement is the completion of the registration procedure on the Site. In this case, registration on the site only takes place in case of payment for the service ordered by the User.

1.3. Acceptance of the Agreement means the User's unconditional acceptance of all its provisions, including all its integral parts (applications), understanding the essence and content of the provisions of the Agreement, including obligations imposed on him in accordance with the Agreement. In case of disagreement with the provisions of the Agreement in whole or in part, the User undertakes to immediately stop using the Site on all devices, in all internet browsers.

1.4. By accepting the Agreement, the User confirms that he is an adult and a legally capable person, who has the right to independently perform legally significant actions, including making transactions in his interests. In case the User uses the Site without reaching adulthood and/or legal capacity, the Contractor does not bear any responsibility for the damage caused or possible, both to the User himself and to any third parties, which may be caused by the User's actions.

1.5. The Contractor has the right to unilaterally change the Agreement by publishing it in a new edition on the Site in open access. Continuing to use the Site after the publication of

the new edition of the Agreement, the User agrees with the changes made to the Agreement, while he undertakes to independently familiarize himself with new editions of the Agreement. No special notification of the User about changes to the Agreement and/or its integral parts is required.

1.6. The Contractor has the right to unilaterally change (modify) the Site with the aim of improving its consumer properties. No special notification of the User about such changes is also required.

1.7. The User's personal data are processed in accordance with the privacy policy, which is an integral part of the Agreement, located at <https://elo-boosters.com/privacy-policy.pdf>.

## **SUBJECT OF THE AGREEMENT**

2.1 To provide the service by the Contractor to the User with the help of Boosters at the request of the User.

### **Rights and obligations of the parties**

3.1. The Contractor undertakes:

3.1.1. to provide the User with the opportunity to register on the Site.

3.1.2. Provide technical support for the Site;

3.2. The Contractor has the right to involve third parties in fulfilling its obligations under the Agreement, remaining responsible for their actions before the User.

3.3. The Contractor provides the User with the right to use the Site for the purpose of organizing interaction between the User and the Contractor, within the framework of fulfilling the order on the site.

3.4. The User confirms his agreement that the services of the Booster are provided to him on a reimbursable basis. In this case, the provision of an agreed list of additional services is possible. Reimbursable services are provided by boosters in accordance with the chosen payment option for the Service (number of boosters providing the service, privacy, urgency, raising and pinning the request in the request feed) automatically using the Software.

3.5. The Software is provided on an "as is" basis. The Contractor does not provide any warranties regarding the error-free and uninterrupted operation of the Software or its individual components and/or functions, the Software's compliance with specific goals and expectations of the User, does not guarantee the accuracy, completeness, and timeliness of the information provided with its help, and also does not provide any other warranties not directly specified in the Agreement.

3.6. The Contractor is liable for any direct damages incurred as a result of using the site only

if the damage was caused intentionally or through gross negligence on the part of the Contractor. Compensation for damage caused by the Contractor is limited to the amount paid by the User.

3.7. All trademarks, names, and other copyright-protected objects used on the site are used solely to clearly indicate the intention and nature of the services provided through the site.

3.8. The Booster provides the service to the user within the framework of the agreement between the Contractor and the User. The service can be provided by one or several boosters, part of the service can be provided by one booster or boosters and subsequently completed by another booster or boosters.

3.9. The Booster can always refuse to provide services even if he confirmed it. In such a case, it is considered that the service was not provided. Such actions by the Booster cannot be considered a violation of this contract.

## **REGISTRATION AND USE OF THE SITE**

4.1. No charge is made for registering on the Site as a User.

4.2. To register, the User needs to specify his data in a certain form on the Site in the form of a variant of appeal, phone number, email address, a self-selected password, and repeat its entry. The password must consist of 6-32 characters. Subsequently, the User can independently and at any time change his password to the account.

4.3. After entering the required data, the User is assigned a personal account (account) and the right to form Requests on the site.

4.4. For further authorization on the Site, the User needs to enter the email address specified during registration as a login and password.

4.5. In case of password loss, access to the Site can be restored by contacting the Contractor through the feedback form: [https://elo-boosters.com/users/password\\_resets/new](https://elo-boosters.com/users/password_resets/new).

4.6. The User can delete his account on the Site at any time by sending the corresponding statement to the Contractor also through the feedback form.

4.7. Registration on the site is only possible when ordering a paid service on the site. Until the service is ordered, registration on the site is not carried out. Registration takes place simultaneously with the order of a paid service on the site.

## **FINANCIAL RELATIONS**

5.1. Paid services provided by the Site are regulated by this agreement.

5.2. The User accepts the condition that he is prohibited from uploading files, photos, and other objects infected with viruses and other harmful programs to the pages of the Site. In case of violation of the specified condition, the Contractor has the right to delete the User's account and all files uploaded by him.

5.3. In addition, the User accepts the condition that he is prohibited from uploading any content that violates the legislation of Georgia.

5.4. Payment for paid options for placing Requests in the general feed of Requests is made according to the Contractor's price list with the right of choice of options by the User. Transactional losses when paying for options fall on the User and are paid by him independently at the rates of the payment system (bank) through which the payment is made.

## **PAYMENT ORDER**

6.1. Access to the functionality and databases of the Site based on this Agreement is considered provided by the Contractor from the moment of providing the User with the opportunity to access the full functionality of the Site for the period of the Agreement.

6.2. The User, registered on the Site, pays for the ordered services in accordance with the prices of the site.

6.3. The User who has posted a Request on a reimbursable basis is obliged to pay for such a Request, after which it will appear in the corresponding section of the site. In this case, the User has the right to attach additional materials to his Request.

6.4. Responses to Requests by Boosters are given within 2 days. The time for service delivery is established by agreement of the parties. If within 8 hours after the appearance of the request, no answers were given to it, the User has the right to receive a refund of the paid funds, contacting the site administration.

6.5. Payment for services provided on the Site by the Booster is made by the User through a banking service provided by third parties.

6.6. Interest is not accrued on the prepayment amount.

6.7. Consideration of User requests for a refund of money for a service with which the User is not satisfied is considered by the Contractor on an individual basis. They are satisfied if the Contractor considers that the service provided was of poor quality: contains an error, is not completed in full or with a violation of deadlines. At the same time, the absence of a guarantee of success or the impossibility of achieving a positive result for the user is not a reason to recognize the service as poor. By ordering services on the site, including after exercising the right to a return guarantee, the User agrees to these rules.

6.8. Monetary payment by the user is not a guarantee that he will be provided with a service by the Contractor. If the User has paid money but has not used the services of the Site Boosters, these funds can be returned. To return money, the User needs to send a Request to the Site Support Service indicating the User's registration data, payment details and attaching copies of documents confirming the payment, and indicate that it is necessary to return the money. A refund is possible only in respect of money paid no earlier than 14 calendar days before the date of request for a refund. The said application is considered by the Contractor within 3 working days, after which the User will be informed about the decision taken on the Application and, if the consideration is positive for the User, the money will be returned. The funds to be refunded will be returned using the same payment method that was used for the payment. The funds will be returned within 14 days after the Contractor approves the decision.

6.9. For the purposes of combating the commission of offenses, as well as at the request of third parties responsible for the movement of funds (banks, payment systems and others), the Contractor has the right to temporarily block funds and/or refuse the User to refund the funds.

#### **USE OF ELECTRONIC SIGNATURE**

7.1. The user's email (the key to the electronic signature) confirms the fact of creating a simple electronic signature directly by the User.

7.2. Electronic documents, messages, and information signed with a simple electronic signature are considered equivalent to documents on paper carriers signed by a handwritten signature.

7.3. The User undertakes to maintain the confidentiality of his electronic signature (not to disclose his login and password from the account or provide access to his email to third parties) and bears full responsibility for its safety and individual use, independently choosing the method of their storage and restricting access to it.

7.4. In case of unauthorized access to the login and password from the account and/or their email, their loss or disclosure to third parties, the User must immediately inform the Contractor by sending an email from the address specified in their account or from another mail address indicating their identification data.

#### **INTELLECTUAL PROPERTY**

8.1. All trademarks, names, and other objects protected by copyright are used on the site exclusively for the purpose of clearly indicating the intention and nature of the services provided through the site.

8.2. Based on this Agreement, the User is granted a personal, non-exclusive, and non-transferable right to use the software of the Site (functionality and databases). The User or any other person with his assistance is prohibited from copying or modifying the software, creating programs derived from the software, penetrating the software for the purpose of obtaining program codes, selling, assigning, leasing, transferring to third parties in any other form the rights to the software provided to the User under the Agreement, as well as modifying the services for the purpose of gaining unauthorized access to them.

8.3. The User bears personal responsibility for any Content or other information that he uploads or otherwise makes public (publishes) on the Site or with its help. The User has no right to upload, transmit, or publish Content on the Site if he does not have the appropriate rights to perform such actions, acquired or transferred to him in accordance with the legislation of Georgia.

8.4. The Contractor may, but is not obliged to, review the Site for prohibited Content and can remove or move (without warning) any Content or users at its personal discretion, for any reason or without a reason, including the movement or removal of Content that, in the Contractor's opinion, violates the Agreement, the legislation of Georgia and/or may violate rights, cause harm or threaten the safety of other persons.

8.5. By posting his Content on the Site, the User transfers to the Contractor the right to make copies of his Content for the purpose of organizing and facilitating the publication and storage of user Content on the Site.

#### **LIMITATION OF LIABILITY**

9.1. The User understands and unconditionally agrees that they use the Site and the rights granted by the Contractor under the Agreement at their own risk. The Site and usage rights are provided to the User on an "as is" and "as available" basis.

9.2. The User agrees that the Site meets his requirements at the time of accepting the Agreement and will meet them subsequently.

9.3. The Contractor guarantees the availability of the Site for 99% of the time per month, except for the time necessary for maintenance and preventive work on the Site. This guarantee does not include cases when the Site became unavailable due to the fault of third parties (hosting providers, communication operators, etc.).

#### **FINAL PROVISIONS**

10.1. All disagreements or disputes that may arise between the parties to the Agreement must be resolved out of court by negotiations, sending claim letters. The response time for the claim is 30 (Thirty) working days. User claims are accepted and considered by the

Contractor only in written form.

10.2. If agreement for any reason will not be reached during the out-of-court settlement, the dispute arising from the relations between the parties under the Agreement is subject to consideration by the court at the Contractor's location.

10.3. The law of Georgia applies to the relations between the parties under the Agreement. Acceptance of the Agreement by a foreign User means that the text of the Agreement is clear to him and he does not need a translation. If necessary, foreign Users undertake to translate into the language they need by their own efforts and at their own expense.

10.4. An integral part of the Agreement is the "Privacy Policy", the link to the current version: <https://elo-boosters.com/privacy.pdf>.

## **FORCE MAJEURE**

11.1. The Parties are released from liability for non-fulfillment or improper fulfillment of obligations under the Agreement if it was the result of force majeure circumstances that arose after the signing of this Agreement.

11.2. By force majeure is understood as such extraordinary circumstances which the Parties, based on their reasonably understood capabilities, could not prevent, including, but not limited to, the following: natural disasters (fire, flood, earthquake, etc.), military actions, issuance of acts by state authorities or administration, provided that these circumstances make it impossible to fulfill or properly fulfill the obligations under this Agreement.

11.3. Force majeure circumstances must be confirmed by documents from competent state bodies. The term for fulfilling obligations under the Agreement will be extended for the duration of the above circumstances.

11.4. The party that breached the obligations under the Agreement due to force majeure circumstances shall immediately inform the other Party in writing about the beginning and end of the above circumstances, but in any case no later than 3 (three) working days after the beginning and end of their action. Untimely notification of force majeure circumstances deprives the corresponding Party of the right to be released from liability for partial or complete non-fulfillment of obligations under this Agreement for the reason of the indicated circumstances.

11.5. If the indicated circumstances last for more than 1 (one) month, each Party has the right to unilaterally refuse to fulfill the Agreement. In this case, the Agreement terminates at the moment when the other Party receives a notification of unilateral refusal to fulfill the Agreement. In this case, the Parties make mutual settlements.



## **OTHER CONDITIONS**

12.1. Correspondence between the Parties related to the execution of the Agreement may be conducted by e-mail. The Performer's contacts are specified in the Performer's Data section. The User's contact information is specified by the User when accepting this offer.

12.2. In case of changes to certain provisions of the contract, the Performer has the right to notify the User by email, specified in the order mentioned in section 12.1. of the Agreement. The Parties have agreed that documents or notifications received by email, or posted in the User's Personal Account, as well as scanned copies of documents received by email, have legal force.

12.3. This Agreement comes into effect from the date of the offer acceptance (performing of the acceptance) by the User. The place of conclusion of this contract is Georgia, Tbilisi. The terms of this offer are valid indefinitely, until the moment of withdrawal or amendment by the Performer.

12.4. In all other matters not provided for by this Agreement, the parties will be guided by the current legislation of Georgia.

### **Performer's Data**

Aleksei Chepuriaev as an individual entrepreneur (Organizational form: Individual Entrepreneur Expert Boosting; Identification number: 304632538; Registration number and Date: 27.10.2022; Registering authority: LEPL National Agency of Public Registry, Legal address: Georgia, Tbilisi, Saburtalo District, village Dighomi, V. Batonishvili str., N20, floor 6)