

## Public Offer Service Agreement

This Service Agreement (hereinafter referred to as “the Agreement”) is an official proposal of the administrator of the website <https://pariexpert.com>, ANALITIC PRO LLC, Taxpayer ID No.: 9706007420, State Reg. No.: 1207700263671, address: 119180, Moscow, Bolshaya Polyanka Street, 51A/9, 8<sup>th</sup> floor, suite 1, room 1, office A7SH, hereinafter referred to as “the Contractor”, to enter into this Agreement in the form of an offer according to Article 437 of the Civil Code of the Russian Federation as follows and shall be addressed to: any person aged 18 years and older, who is fully capable in conformity with the Russian laws, hereinafter referred to as “the Customer”, collectively referred to as “the Parties” and individually as “the Party”.

The Customer hereby confirms that he/she has read and agrees to all the terms of this Agreement.

Pursuant to Clause 3 Article 438 of the Civil Code of the Russian Federation, an unconditional acceptance of this Agreement shall be the payment (prepayment) by the Customer for the services provided by the Contractor hereunder.

The Contractor may at its discretion and at any time change the terms of this Agreement without notifying the Customer. However, the Contractor is liable to fulfill the obligations with respect to the previous version of the Agreement, provided that the Customer accepted the previous version of the Agreement and paid in advance for part of the services. The Customer’s payment (prepayment) for the Contractor's services in accordance with the updated current version of the Agreement confirms his/her full unconditional consent to the terms thereof.

The terms of the Agreement in the form of an offer shall be valid without time limitation as from the date of publication on the Internet at <https://pariexpert.com>.

### DEFINITIONS:

**Subscription** is periodic payments made by the Customer for the services provided by the Contractor according to the Tariff established by the Contractor and chosen by the Customer; the Subscription may be paid by payment cards, but not be limited to.

**Tariff** (Tariffs) is a cost and scope of services provided by the Contractor to the Customer subject to the terms of this Agreement.

**Contents** are any materials, including texts, photos, videos and other files uploaded by users at <https://pariexpert.com>; the copyrights to the Content may be owned by both the Customer and the Contractor, as well as by third parties.

**Personal Account** is an online service on the Contractor's website whereby the Customer gets analytical predictions that are the subject of the provision of services; and where the Customer may also correct his/her personal data.

## **SUBJECT OF THE AGREEMENT:**

1.1. The Contractor's services shall consist of the provision of paid analytical predictions for e-sport tournament results. The Contractor's services shall be available for the Customer upon his/her registration on the website using a valid mobile phone number of the Customer.

1.2. The terms of this Agreement shall be considered accepted by the Customer from when the Activate button is pressed on the website <https://pariexpert.com>.

1.3. The Customer guarantees that the data entered by him/her during registration is complete and accurate; the Customer independently bears all risks and legal responsibility for the provision of false information.

1.4. The Contractor's services are for private, non-commercial use only.

1.5. The Contractor does not accept bets, is not an organizer of e-sports tournament, gambling, i.e. the risk-based gambling and/or sweepstakes, and does not advertise such services and does not call the Customer to participate in risk-based games. The Contractor's services are exclusively analytical in nature.

## **SERVICE PAYMENT PROCEDURE:**

2.1. The Contractor's remuneration for the services provided shall be determined according to the Tariff chosen by the Customer and applied as of the payment date.

2.2. The hereby agreed Tariffs are set forth in Appendix No. 1 based on the scope and nature of the services chosen by the Customer in the tariff period.

2.3. When paying for a subscription as per a new Tariff, the payment shall be authorized in a simplified manner and it is not required to send a SMS message to the Customer to confirm the payment transaction.

2.4. All payments under the Agreement may be made by any means available; the final currency shall be RUB. The payment date shall be the date when the funds are credited to the Contractor's bank account.

2.5. The Subscription Price shall not be changed during the entire paid period.

2.6. The Contractor may change the Subscription Price and the Tariffs for a new (previously unpaid) period. In case of the Subscription Price changes, the Contractor shall inform the Customer by SMS no later than 10 (ten) days before the next payment due date.

2.7. The Contractor may change the current Tariffs at any time, including due to the expansion of the scope and contents of services.

2.8. The Contractor's services may be paid by any means available on the Contractor's website. The Customer's funds shall be debited directly by financial market organizations authorized by the Contractor. The Customer understands and acknowledges that payment may be initiated only by himself/herself by performing certain implied actions; however, additional authorization, as well as other confirmation of the withdrawal of funds, may not be required.

2.9. The Customer hereby acknowledges that he/she is aware that the Subscription is a form of payment that may be carried out including, but not limited to, by means of recurrent debits of funds (periodic payments without acceptance) from the Customer's payment card. When the Customer chooses a recurrent payment as a payment method, the amounts shall be debited by a credit organization authorized by the Contractor.

2.10. The Contractor reserves the right to hold various incentive events that may affect the Subscription Price for a particular Tariff, as well as the duration of the services provided by the Contractor. Such promotions may be carried out including, but not limited to, by issuing promotional codes (unique codes for obtaining a discount on the Contractor's services). At the same time, the Tariffs shall not be changed.

Discounts received by the Customer during such incentive events may be taken into account when paying for the Subscription, as well as in the case of a refund for the paid period.

### **OBLIGATIONS OF THE PARTIES:**

3.1. The Customer shall:

3.3.1. Strictly comply with and do not breach the terms of this Agreement.

3.3.2. Do not use the results of the services provided for commercial purposes, do not replicate or distribute the results of the services available to the Customer by no means.

3.3.3. Do not compromise the business reputation of the Contractor and do not disclose any information on the services provided, without the written consent of the Contractor.

3.3.4. Do not allow any third parties to use his/her personal account (authentication data). The Customer shall be responsible for all actions performed using his/her personal account by third parties.

3.2. The Contractor shall:

3.2.1. Provide the Customer with services in conformity with this Agreement.

3.2.2. Answer the Customer's questions about the provision of services.

3.2.3. Comply with the terms of the Contractor's Privacy Policy available at <https://pariexpert.com>.

3.3. The Contractor shall provide the Customer with analytical predictions in the following ways:

- sending a letter to the Customer's e-mail address mentioned upon registration on the Contractor's website;
- sending a message to the Personal Account.

### **WARRANTIES AND WARRANTY DISCLAIMER:**

4.1. Services under this Agreement shall provided on an "as is" basis, the Contractor does not give any express and/or implied guarantees that the services meet the expectations of the Customer, and shall not be responsible for the interpretation of the results of the services by the Customer. The customer understands and agrees that he/she bears all risks, including financial ones, related to the use of the results of the services.

4.2. The Contractor shall not be responsible for interruptions in the provision of services due to software and/or hardware failures that affect the Customer, as well as due to actions/inaction of any third parties.

4.3. The Customer shall be solely responsible for the Content uploaded using his/her personal account. The Customer guarantees to the Contractor that such Content will not violate the rights of any third parties, and also will not contradict the Russian laws. If the Contractor receives claims to such the Content from any third parties or authorized government bodies, the Contractor transfers the claims to the Customer, indicating the time frame for responding to the claim, provided that a copy of the response will be sent to the Contractor.

4.4. The Contractor shall not be responsible for the Content of any third parties. The Contractor shall also not be responsible for the Customer's transition to the links posted by third parties and the possible damage caused by such a transition.

4.5. The Contractor shall not specifically control or moderate the actions of website users related to the Content, but despite the said above, the Contractor may at its discretion and at any time remove the Content that violates the rights and interests of any persons, as well as the Content that contravene the current Russian laws.

4.6. The Contractor's liability under this Agreement anyway shall be limited to the Subscription Price paid by the Customer in the current period.

#### **AGREEMENT TERMINATION AND SUBSCRIPTION CANCELLATION:**

5.1. The Customer may cancel the Subscription with prior notification of the Contractor at least 3 (three) business days prior to such a cancellation, provided that the amount paid for unused service period shall not be refunded.

5.2. If the Customer breaches Clauses 3.3.2-3.3.4 of this Agreement, the Contractor may refuse to provide services or (at its discretion) suspend the provision of the services, without prior notification of the Customer.

#### **REFUND POLICY:**

6.1. The Contractor shall provide digital services under the Agreement; the Contractor offers the Customer the opportunity to get acquainted with the services for a minimum fee by providing limited access for one day. As a general rule, the refund of fees for services shall not be refunded; however, the Contractor reserves the right to consider individual applications for the refund of service fees.

6.2. In case of proven facts of the Customer's fraudulent actions or in case of violation by the Customer of Clause 3.3.2 of this Agreement, the paid service fees shall not be refunded.

6.3. Refunds are possible only if no more than 180 (one hundred and eighty) days have passed from the payment date to the Customer's application date for a refund.

6.4. A full refund is possible in the following cases:

6.4.1. If access to the services was not provided to the Customer within 24 (twenty four) hours from the moment of payment for the services as per the relevant Tariff or was blocked for the Customer without violating his/her obligations under this Agreement, for an appropriate time period in the current paid period for the provision of services;

6.4.2. If the payment was made in error, i.e. if the services for the same Tariff were paid by the Customer with an interval of no more than 10 minutes between payments and if the Customer applied to the Contractor for a refund within a period not exceeding 48 (forty eight) hours from the moment of the second payment.

6.4.3. If based on the results of a month of using the Contractor's services, the Customer has a negative profitability, at bets made using analytical data provided by the Contractor as part of the provision of services. In this case, a refund is possible if the following conditions are met:

- The Contractor's services were used by the Customer for at least one full calendar month, while the Customer purchased the Lite Analytics and Pro Analytics Tariffs;
- The bets were made on all analytical predictions, without exception, issued by the Contractor during the Subscription period;
- All recommendations of the Contractor on bets were fully followed, including their amount, percentage of the bank, etc., in relation to all bets made;
- The bets were made only in bookmakers recommended by the Contractor on their website.

At the same time, the Contractor may request any information and documents confirming compliance with the above conditions.

6.5. A partial refund is possible in the following cases:

6.5.1. If the Customer mistakenly pays for the services as per the Tariff, which assumes a longer provision of services, and the refund is made in the amount of the proportional price difference between the Tariffs, in this case the Customer must apply for a refund within a period not exceeding 24 (twenty four) hours from the date of payment services;

6.5.2. If the services were unavailable for the Customer due to the fault or due to the inaction of the Contractor for a period of more than 3 (three) hours in a row, the refund shall be made in the amount of 5% of the amount paid by the Customer for the provision of services in the current period.

6.6. Refunds shall be made only when the Customer directly contacts the Contractor with a corresponding statement. When applying for a refund to payment service providers, the Contractor shall not refund in order to avoid double refunds.

#### **MISCELLANEOUS:**

7.1. A service acceptance certificate under this Agreement is not provided. A payment reconciliation report may be provided to the Customer at his/her written request.

7.2. This Agreement is concluded for an indefinite period.

7.3. If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect.

7.4. All relations under this Agreement shall be governed by the Russian laws and international treaties and agreements.

7.5. All disputes under this Agreement shall be settled with the claim procedure. If the Parties cannot settle the dispute with the claim procedure, then the disputes shall be referred to a court at the Contractor's place of business.

#### **CERTIFICATE OF INCUMBENCY:**

Company's full name	ANALITIC PRO Limited Liability Company
Short name	ANALITIC PRO LLC
Director	SKRIPNIK KIRILL VITALEVICH
Taxpayer ID No.	9706007420
State Reg. No.	1207700263671
Russian Classifier of Economic Activities Code	63.99.1, 63.91, 63.12, 62.01, 73.20, 63.99.2, 63.11, 62.09, 62.02,
Registered office	119180, Moscow, Bolshaya Polyanka Street, 51A/9, 8 <sup>th</sup> floor, suite 1, room 1, office A7SH
Telephone	8-495-798-75-98
Bank account No.	40702810070010233094
Bank	Moscow Branch of MODULEBANK JS CB
Correspondent account	30101810645250000092
BIC	044525092
E-mail	AXALITICBET.PRO@GMAIL.COM

Appendix No. 1  
to Public Offer Service Agreement  
Tariffs for analytical predictions for e-sport tournament results

Tariff	Description	Effective period	Subscription Price (USD)
Tariff "Key"	Up to 5 prediction in a day Betting odds from 1.5 to 4 Notifications of upcoming events by a Telegram bot	5	10

Tariff	Description	Effective period	Subscription Price (USD)
Tariff "Combo"	Up to 7 prediction in a day Betting odds from 1.7 to 10 Notifications of upcoming events by a Telegram bot Express bets	5	40

When connecting the trial period for 5 (five) days for 1 USD, you receive a service for the tariff «Key». Further, the write-off of funds in the amount of 10 USD is carried out without additional acceptance. With additional activation of the tariff «Combo» for a trial period of 5 (five) days, you are provided with a service for the tariff «Key»+ «Combo». Further, the write-off of cash in the amount of 50 USD is carried out without additional acceptance.